

0053

1                   BEFORE THE WASHINGTON STATE  
2                   UTILITIES AND TRANSPORTATION COMMISSION  
3                   DOCKET UT-111254

---

3                   ADVANCED TELECOM, INC., d/b/a INTEGRA;                   )  
4                   ELECTRIC LIGHTWAVE, LLC, d/b/a INTEGRA;                   )  
5                   ESCHELON TELECOM OF WASHINGTON, INC., d/b/a                   )  
6                   INTEGRA TELECOM; OREGON TELECOM, INC., d/b/a                   )  
7                   WASHINGTON TELECOM d/b/a INTEGRA; UNICOM f/k/a                   )  
8                   UNITED COMMUNICATIONS, INC., d/b/a INTEGRA;                   )  
9                   MCLEODUSA TELECOMMUNICATIONS SERVICES, LLC,                   )  
10                   d/b/a PAETEC BUSINESS SERVICES and TW TELECOM                   )  
11                   OF WASHINGTON, LLC,                   )  
12                   Complainants,                   )  
13                   vs.                   )  
14                   QWEST CORPORATION and CENTURYLINK, INC.,                   )  
15                   Respondents.                   )

---

13                   VOLUME II

14                   Pages 53 - 274

15                   EVIDENTIARY HEARING BEFORE

16                   ADMINISTRATIVE LAW JUDGE MARGUERITE FRIEDLANDER

---

17                   9:30 a.m. - 3:59 p.m.  
18                   February 2, 2012

19                   Washington Utilities and Transportation Commission  
20                   1300 South Evergreen Park Drive Southwest  
21                   Olympia, Washington 98504-7250

21                   REPORTED BY: SHERILYNN V. MCKAY, RMR, CCR #3236  
22                   Buell Realtime Reporting, LLC  
23                   1411 Fourth Avenue  
24                   Suite 820  
25                   Seattle, Washington 98101  
26                   206.287.9066 | Seattle  
27                   360.534.9066 | Olympia  
28                   800.846.6989 | National

0054

1                                   A P P E A R A N C E S

2   ADMINISTRATIVE LAW JUDGE:  
3                                   MARGUERITE E. FRIEDLANDER  
4                                   WASHINGTON UTILITIES AND  
5                                   TRANSPORTATION COMMISSION  
6                                   1300 S. Evergreen Park Drive S.W.  
7                                   P.O. Box 47250  
8                                   Olympia, Washington 98504  
9                                   mfriedla@utc.wa.gov

10   FOR WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION:  
11                                   JENNIFER CAMERON-RULKOWSKI, ESQ.  
12                                   ASSISTANT ATTORNEY GENERAL  
13                                   1400 S. Evergreen Park Drive, S.W.  
14                                   Olympia, Washington 98504  
15                                   jcameron@wutc.wa.gov

16   FOR INTEGRA and PAETEC:  
17                                   GREGORY MERZ, ESQ.  
18                                   GRAY PLANT MOOTY  
19                                   500 IDS Center  
20                                   80 South Eighth Street  
21                                   Minneapolis, Minnesota 55402  
22                                   gregory.merz@gpmlaw.com

23   FOR TW TELECOM OF WASHINGTON, LLC:  
24                                   LAUREN P. GILES, ESQ.  
25                                   DAVIS WRIGHT TREMAINE, LLP  
26                                   1201 Third Avenue  
27                                   Suite 2200  
28                                   Seattle, Washington 98101-3045  
29                                   laurengiles@dwt.com

30   FOR QWEST/CENTURYLINK:  
31                                   LISA A. ANDERL, ESQ.  
32                                   CENTURYLINK  
33                                   1600 Seventh Avenue  
34                                   Room 1506  
35                                   Seattle, Washington 98191  
36                                   lisa.anderl@centurylink.com  
37                                   - and -  
38                                   TIMOTHY J. GORDON, ESQ.  
39                                   CENTURYLINK  
40                                   1801 California Street  
41                                   Suite 1000  
42                                   Denver, Colorado 80202  
43                                   tim.goodwin@centurylink.com

44

0055

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

EXAMINATION	PAGE
LYNDALL NIPPS	
DIRECT EXAMINATION BY MS. GILES.....	74
CROSS-EXAMINATION BY MS. ANDERL.....	76
JUSTINA BLANCHARD	
DIRECT EXAMINATION BY MR. MERZ.....	90
CROSS-EXAMINATION BY MS. ANDERL.....	94
REDIRECT EXAMINATION BY MR. MERZ.....	107
CHRISTOPHER HANSEN	
DIRECT EXAMINATION BY MR. MERZ.....	109
CROSS-EXAMINATION BY MS. ANDERL.....	111
REDIRECT EXAMINATION BY MR. MERZ.....	138
BONNIE JOHNSON	
DIRECT EXAMINATION BY MR. MERZ.....	143
CROSS-EXAMINATION BY MS. ANDERL.....	145
DOUGLAS DENNEY	
DIRECT EXAMINATION BY MR. MERZ.....	155
CROSS-EXAMINATION BY MR. GOODWIN.....	159
CROSS-EXAMINATION BY MS. CAMERON-RULKOWSKI.....	224
FURTHER CROSS-EXAMINATION BY MR. GOODWIN.....	232
MICHAEL HUNSUCKER	
DIRECT EXAMINATION BY MR. GOODWIN.....	235
CROSS-EXAMINATION BY MR. MERZ.....	236
REDIRECT EXAMINATION BY MR. GOODWIN.....	272

- - -

0056

1

EXHIBITS

2

EXHIBIT      OFD      AD                      DESCRIPTION

3

BJJ-1T                      73      Prefiled Direct Testimony of  
Bonnie J. Johnson (84 pp.)  
(10/14/11)

4

5

BJJ-2                      73      Qwest Repair OSS Timeline and  
Revised Timelines (7 pp.)  
(10/14/11)

6

7

BJJ-3                      73      Repair OSS Chronology (55 pp.)  
(10/14/11)

8

9

BJJ-4                      73      Integra-Joint Applicant  
Settlement Agreement, filed on  
November 8, 2010 (41 pp.)  
(10/14/11)

10

11

BJJ-5                      73      Joint CLEC-Joint Applicant  
Settlement Agreement, entered  
into on March 3, 2011 (7 pp.)  
(10/14/11)

12

13

BJJ-6                      73      Excerpts from: (1) Minnesota  
Department of Commerce  
Agreements; (2) Colorado Staff  
Agreement; (3) FCC Order, WC  
Docket No. 10-110 (14 pp.)  
(10/14/11)

14

15

16

17

BJJ-7                      73      CenturyLink/Qwest March 8,  
2011, letter to Oregon Public  
Utility Commission, Docket No.  
UM-1484 regarding Joint  
CLEC-Joint Applicant  
Settlement Agreement (2 pp.)  
(10/14/11)

18

19

20

21

BJJ-8                      73      Qwest-initiated CMP Change  
Request Detail for  
CR# SCRI21608-02 (16 pp.)  
(10/14/11)

22

23

24

25

0057

1	BJJ-9	73	Revised Qwest-initiated CMP Change Request Detail for CR#
2			SCRI21608-02 which includes
3			updated meeting minutes and
4			revisions to the description
			of change as of 8/7/11 (33
			pp.) (10/14/11)
5	BJJ-10	73	Revised portion of the
6			Qwest-initiated CMP Change
7			Request Detail for CR#
8			SCRI21608-02 which included
9			updated meeting minutes posted
10			to the CR and Qwest-initiated
11			draft minutes for review of
12			the September 2011 monthly CMP
13			meeting minutes (10 pp.)
14			(10/14/11)
15	BJJ-11	73	Qwest-initiated CMP Change
16			Request Detail for CR Qwest
17			CR# SCRI21608-01 (3 pp.)
18			(10/14/11)
19	BJJ-12	73	Revised Qwest-initiated CMP
20			Change Request Detail for CR
21			Qwest CR # SCRI21608-01 which
22			includes updated status
23			history to show status as
24			withdrawn, though Qwest is
25			retiring MEDIACC, as of 8/7/11
			(3 pp.) (10/14/11)
26	BJJ-13	73	January 5, 2011, written
27			comments by Integra to Qwest's
28			notification SYST.MEDI.12.17.
29			10.F08642.MTG_IntrfceNe
30			wApptoApp (2 pp.) (10/14/11)
31	BJJ-14	73	January 5, 2011, written
32			comments by PAETEC to Qwest's
33			notification SYST.MEDI.12.17.
34			10.F.08642.MTG_IntrfceNe
35			wApptoApp (1 pg.) (10/14/11)
36	BJJ-15	73	January 13, 2011, written
37			response by Qwest to Integra
38			and PAETEC comments (5 pp.)
39			(10/14/11)

0058

1	BJJ-16	73	Qwest's PowerPoint presentation entitled
2			Maintenance Ticketing Gateway
3			(MTG) CEMR/MEDIACC Replacement
4			for discussion at the January 19, 2011, monthly CMP meeting (11 pp.) (10/14/11)
5	BJJ-17	73	February 1, 2011, written
6			comments by PAETEC to Qwest
7			Notification SYST.MEDI.O 1.20.11.F.08765.AddICmmtsCyc leMTG_Intrfc (2 pp.) (10/14/11)
8	BJJ-18	73	February 2, 2011, written
9			comments by Integra to Qwest
10			Notification SYST.MEDI.01.20.11.F .08765.AddICmmtsCyc leMTG_Intrfc (2 pp.) (10/14/11)
11	BJJ-19	73	E-mail exchange between
12			Integra and Qwest/CenturyLink
13			attorneys from February 2, 2011, to February 9, 2011 (4 pp.) (10/14/11)
14	BJJ-20	73	February 9, 2011, notification
15			from Qwest that response to
16			PAETEC and Integra comments
17			would be delayed until February 17, 2011 (2 pp.) (10/14/11)
18	BJJ-21	73	Qwest revised PowerPoint
19			presentation entitled MTG
20			CEMR/MEDIACC Repair System
21			Improvements for discussion at
22			the February 16, 2011 monthly
23			CMP meeting (11 pp.)
24			(10/14/11)
25	BJJ-22	73	February 16, 2011 e-mail from
			Integra to Qwest/CenturyLink
			attorneys indicating that
			Qwest referred CLECs to legal
			department in the CMP meeting
			(2 pp.) (10/14/11)

0059

1	BJJ-23	73	E-mail exchange between Integra's President and Qwest's Vice President of Operations fro Qwest Wholesale Markets (1 pg.) (10/14/11)
2			
3			
4	BJJ-24	73	Johnson February 20, 2011, e-mail from Integra's President to Qwest with attached questions (5 pp.) (10/24/11)
5			
6			
7	BJJ-25	73	February 22, 2011, e-mail from Integra to Qwest/CenturyLink attorneys regarding the February 20th e-mail and attached list of questions (1 pg.) (10/14/11)
8			
9			
10			
11	BJJ-26	73	March 1, 2011, e-mail from Qwest's attorney to Integra regarding Integra's February 9th and February 16th e-mails (1 pg.) (10/14/11)
12			
13			
14	BJJ-27	73	March 8, 2011, e-mail from Integra to Qwest/CenturyLink attorneys regarding Qwest's March 1st e-mail (2 pp.) (10/14/11)
15			
16			
17	BJJ-28	73	March 10, 2011, response by Qwest to CLEC comments (19 pp) (10/14/11)
18			
19	BJJ-29	73	March 14, 2011, e-mail from Integra to Qwest/CenturyLink legal departments attaching Qwest's March 10, 2011, matrix response (1 pg.) (10/14/11)
20			
21			
22	BJJ-30	73	March 14,2011, announcement to CLECs by Qwest that Qwest plans to merge with CenturyLink (2 pp.) (10/14/11)
23			
24			
25			

0060

1	BJJ-31	73	Qwest's monthly CMP meeting materials including vendor information relating to claims Of instability (40 pp.) (10/14/11)
2			
3			
4	BJJ-32	73	March 18, 2011, e-mail from Integra to Qwest CMP and Qwest Service Management including Integra's point-by-point reply (27 pp.) (10/14/11)
5			
6			
7	BJJ-33	73	March 18-21, 2011, e-mail exchange between Integra and Qwest/CenturyLink regarding the repair OSS and merger conditions (16 pp.)
8			
9			
10	BJJ-34	73	March 28-29, 2011, e-mail exchange between Integra and Qwest/CenturyLink regarding deficient CMP minutes and retention of documents (4 pp.)
11			
12			
13	BJJ-35	73	April 1, 2011, notification from Qwest of the merger closing between Qwest and CenturyLink (2 pp.) (10/14/11)
14			
15			
16	BJJ-36	73	April 1, 2011, e-mail from Integra's President to the Merged Company's executives including a copy of Integra's March 18,2011, matrix and Integra's April 4, 2011, e-mail (2 pp.) (10/14/11)
17			
18			
19			
20	BJJ-37	73	April 19-21, 2011, e-mail exchange between Integra and the Merged Company regarding response to Integra's March 18, 2011, matrix (5 pp.) (10/14/11)
21			
22			
23	BJJ-38	73	May 2, 2011, e-mail from CenturyLink to Integra regarding SCRI21608-01 (6 pp.) (10/14/11)
24			
25			



0061

1	BJJ-39	73	May 12, 2011, e-mail exchange between Integra and the Merged Company regarding an update on CEMR/MEDIACC and MTG issues (2 pp.) (10/14/11)
2			
3			
4	BJJ-40	73	May 18, 2011, e-mail from Jim Huesgen, Integra, to Bill Cheek, President, Wholesale Operations, CenturyLink (1 pg.) (10/14/11)
5			
6			
7	BJJ-41	73	May 19-23, 2011, e-mail exchange between Integra and the Merged Company regarding MTG (5 pp.) (10/14/11)
8			
9			
10	BJJ-42	73	May 20, 2011, announcement by the Merged Company regarding a follow-up response to CLEC comments and Integra's May 23, 2011, response (17 pp.) (10/14/11)
11			
12			
13	BJJ-43	73	May 23, 2011, e-mail response from Integra to the Merged Company's May 19, 2011, e-mail regarding MTG (2 pp.) (10/14/11)
14			
15			
16	BJJ-44	73	Attachments A and B to the May 25, 2011, Integra, PAETEC, and tw telecom joint request for review of Qwest/CenturyLink's compliance with the Colorado Commission's Order (33 pp.) (10/14/11)
17			
18			
19			
20	BJJ-45	73	May 26, 2011, e-mail from Integra to CMP participants regarding the status of additional
21			
22			
23	BJJ-46	73	May 27-June 1, 2011, e-mail exchange between the Merged Company, Integra, and CMP participants regarding the recent upgrade of CEMR online interface (4 pp.) (10/14/11)
24			
25			

0062

1	BJJ-47	73	June 6, 2011, Integra, PAETEC, tw telecom, POPP, TDSM, and Velocity joint request for review of Qwest/CenturyLink's compliance with the Minnesota Commission's Order (6 pp.) (10/14/11)
2			
3			
4			
5	BJJ-48	73	June 7, 2011, e-mail from Integra to CMP participants regarding questions about QPortal Functionality for discussion at the June 8, 2011, Qwest CMP Ad hoc call (4 pp.) (10/14/11)
6			
7			
8			
9	BJJ-49	73	CMP materials for the June 8, 2011, ad hoc meeting regarding MTG (27 pp.) (10/14/11)
10			
11	BJJ-50	73	June 9, 2011, e-mail from Integra to CMP Participants listing questions relating to the Merged Company's announcement that it was no longer going to include CEMR in its MTG plans (3 pp.) (10/14/11)
12			
13			
14			
15			
16	BJJ-51	73	June 14-15, 2011, e-mail exchange between Integra and the Merged Company regarding a revised OSS timeline to be provided by the Merged Company (3 pp.) (10/14/11)
17			
18			
19	BJJ-52	73	June 14, 2011, e-mail from Integra to the Merged Company's operational, legal, and interconnection agreement personnel and CMP Participants including the revised timeline provided by the Merged Company (2 pp.) (10/14/11)
20			
21			
22			
23			
24			
25			

0063

1	BJJ-53	73	June 14, 2011, e-mail from Integra to CMP Participants
2			with preliminary questions and
3			a June 14, 2011, e-mail from PAETEC to CMP Participants
4			(4 pp.) (10/14/11)
5	BJJ-54	73	Excerpts from the June 2011 Systems CMP Team Meeting
6			Distribution Package (15 pp) (10/14/11)
7	BJJ-55	73	Excerpts from Qwest/CenturyLink's repair OSS
8			matrix entitled July 1, 2011 Qwest CMP Matrix, distributed
9			by Qwest to CMP Participants by e-mail on July 1, 2011 (28
10			pp.) (10/14/11)
11	BJJ-56	73	Part C and excerpts from Parts A and B of Integra's July 18,
12			2011, reply, entitled July 18, 2011 Integra Matrix Reply, to
13			Qwest/CenturyLink's July 1, 2011, repair OSS matrix (48
14			pp.) (10/14/11)
15	BJJ-57	73	July 18, 2011, e-mail from PAETEC agreeing with Integra's
16			reply (1 pg.) (10/14/11)
17	BJJ-58	73	August 1, 2011, e-mail from Qwest correcting an earlier
18			matrix (4 pp.) (10/14/11)
19	BJJ-59	73	August 2, 2011, e-mail from Integra regarding Qwest's
20			August 1, 2011, correction (1 pg.) (10/14/11)
21	BJJ-60	73	Excerpts from Joint CLEC interconnection agreements
22			with Qwest (66 pp.) (10/14/11)
23	BJJ-61	73	April 7, 2009, notice from Qwest regarding the
24			development and implementation of CTG (2 pp.) (10/14/11)
25			

0064

1	BJJ-62	73	Excerpts from Qwest and the Minnesota Dept. Of Commerce testimony regarding OSS in Minnesota Docket Nos. P-4211C-07-370 and P-4211C-07-371 (14 pp.) (10/14/11)
2			
3			
4			
5	BJJ-63	73	August 5, 2011, announcement from the Merged Company regarding draft MTG technical specifications expected to be implemented December 12, 2011 (2 pp.) (10/14/11)
6			
7			
8			
9	BJJ-64	73	Transcript excerpts from the August 11, 2011, Minnesota PUC hearing in Docket Nos. P-421, et al./PA-I0-456 and P-5340, et al./C-11-684 (25 pp.) (10/14/11)
10			
11			
12	BJJ-65	73	August 16-September 9, 2011, e-mail exchanges between Joint CLECs and the Merged Company regarding the repair OSS status and implementation of the Minnesota PUC's March 31, 2011, order (7 pp.) (10/14/11)
13			
14			
15			
16	BJJ-66	73	August 16-September 9, 2011, e-mail exchanges between PAETEC and the Merged Company regarding alternative to failure of the Merged Company's system (7 pp.) (10/14/11)
17			
18			
19			
20	BJJ-67	73	CMP materials including CenturyLink CMP announcements from August 5, 10, and 26, 2011; August 30, 2011, comments of Integra on draft technical specifications; and September 2, 2011, notice and response to CLEC comments by CenturyLink (15 pp.) (10/14/11)
21			
22			
23			
24			
25			

0065

1	BJJ-68	73	Excerpts from September 16, 2011, Motion for Clarification and Reconsideration by CenturyLink in Minnesota Docket Nos. P-421, et al./ IPA-10-456 and P-5340, et al./ C-11-684 (4 pp.) (10/14/11)
2			
3			
4			
5	BJJ-69	73	September 27-October 11, 2011, e-mail exchanges between Integra and CMP Participants regarding CEMR and the Merged Company's testimony indicating that there will be changes to CEMR (7 pp.) (10/14/11)
6			
7			
8			
9	BJJ-70	73	Document entitled Qwest/CenturyLink Statements That It Uses MEDIACC/CEMR Today And Plans To Move Itself To MTG (3 pp.) (10/14/11)
10			
11			
12	BJJ-71	73	Document entitled Integra's Repeated, Unanswered Inquiries As To The Age/Stability Potential Failure of Other Legacy/Qwest OSS (2 pp.) (10/14/11)
13			
14			
15	BJJ-72	73	Excerpts from Renee Albersheim's Answering Testimony on behalf of CenturyLink, dated September 15, 2011, before the Colorado PUC in Docket No. 11F-436T (2 pp.) (10/14/11)
16			
17			
18			
19	BJJ-73	73	Document entitled Quotes Regarding Potential Exception To Merger Time Period, if Repair is Distinguished and if Acceptable To CLECs and Regulators (4 pp.) (10/14/11)
20			
21			
22			
23	BJJ-74T	73	Prefiled Responsive Testimony of Bonnie J. Johnson (27 pp.) (12/15/11)
24			
25	BJJ-75	73	Updated Repair OSS Chronology (60 pp.) (12/15/11)

0066

1	BJJ-76	73	Revised Qwest-initiated CMP Change Request Detail for CR# SCRI21608-02 (22 pp.) (12/15/11)
2			
3			
4	BJJ-77	73	CMP change request SCR042605-01 initiated by Qwest in April 2005 to migrate IMA EDI to IMA XML (2 pp.) (12/15/11)
5			
6	BJJ-78	73	CMP change request SCR062107-1EX initiated by Comcast requesting an extension of the IMA 19.0 sunset date to allow more time to implement XML (2 pp.) (12/15/11)
7			
8			
9			
10	BJJ-79	73	Excerpts from the Change Management Process Document dated 09-07-11 (14 pp.) (12/15/11)
11			
12			
13	BJJ-80	73	September 22, 2011, e-mail from CenturyLink counsel to Integra counsel regarding a request for information (1 pg.) (12/15/11)
14			
15			
16	BJJ-81	73	Excerpts from the February 8, 2011, Minnesota PUC hearing transcript regarding Docket Nos. P-421, et al./IPA-10-456 (10 pp.) (12/15/11)
17			
18			
19	BJJ-82	73	Merged Company November 14, 2011, notification providing the CEMR/MTG release notes and screen shots for comment, November 21, 2011, notification providing a response to CLEC comments, and November 23, 2011, notification announcing the MTG implementation date is changing to February 13, 2012 (14 pp.) (12/15/11)
20			
21			
22			
23			
24			

25

0067

1	DD-IT	73	Prefiled Direct Testimony of Douglas Denney (177 pp.) (10/14/11)
2			
3	DD-2CT	73	***CONFIDENTIAL*** Prefiled Responsive Testimony of Douglas Denney (151 pp.) (12/15/11)
4			
5	DD-3	73	Qwest/CenturyLink Data Request Responses in Washington: 01-004, 01-010,01-014, 01-015, 01-016, 01-017,01-020,02-017, and 02-018; in Colorado: 01-00401-005,01-006, 01-008, 01-009, 01-010, 01-011, 01-013, 01-021, 03-001, 03-005, 3-007, 03-008, 03-009, 03-010, 03-011, 01-002, and 01-009; in Minnesota: 01-006 and 01-007 (60 pp.) (12/15/11)
6			
7			
8			
9			
10			
11			
12	DD-4C	73	***CONFIDENTIAL*** Qwest/CenturyLink Data Request Responses: 01-001 and 02-010 (9 pp.) (12/15/11)
13			
14	DD-5C	73	***CONFIDENTIAL*** MEDIACC Production Disaster Recovery Plan, Creating Date 11/15/01, Last Revision
15			
16			
17	DD-6C	73	***CONFIDENTIAL*** Qwest/CenturyLink Data Request Responses 02-017S regarding a MEDIACC failover plan (4 pp.) (12/15/11)
18			
19			
20	DD-7	73	Qwest/CenturyLink Report on MEDIACC RISKS, Minnesota PUC, Docket Nos. P-421, et al., October 6, 2011 (15 pp.) (12/15/11)
21			
22			
23	DD-8	220	Transcript of Colorado proceedings
24			
25	DD-9	249 250	Testimony of Lynn Notarianni

0068

1	LN-1T	73		Prefiled Direct Testimony of Lyndall Nipps (9 pp.) (10/14/11)
2				
3	LN-2	73		Qwest/CenturyLink and tw telecom Settlement Agreement, dated February 4, 2011 (6 pp.) (10/14/11)
4				
5	LN-3	73		Excerpts from interconnection agreement between Qwest and tw telecom (4 pp.) (10/14/11)
6				
7	LN-4T	73		Prefiled Rebuttal Testimony of Lyndall Nipps (5 pp.) (12/14/11)
8				
9	CH-1T	73		Prefiled Direct Testimony of Christopher Hansen (8 pp.) (10/14/11)
10				
11	CH-2	73		September 21, 2011, letter from PAETEC to the Minnesota PVC including several e-mail Exchanges between August and September of 2011 (22 pp.) (10/14/11)
12				
13				
14				
15	CH-3	73		Excerpts from interconnection agreement between V S WEST and PAETEC, dated March 22, 2000 (8 pp.) (10/14/11)
16				
17	CH-4T	73		Prefiled Rebuttal Testimony of Christopher Hansen (9 pp.) (12/15/11)
18				
19	CH-5C	113	114	Request No. 1-4 and attached Monfox invoice dated 1/13/11
20				
21	CH-6	119	123	ATIS 3GPP Specification
22	CH-7	128	129	Data Request Response
23	CH-8	130	137	ATIS news release dated 6/17/2004
24				
25				



0069

1	JB-1T	73	Prefiled Direct Testimony of Justina Blanchard (7 pp.) (10/14/11)
2			
3	JB-2	73	POTS Based Services Trouble Ticket Flow (2 pp.) (10/14/11)
4			
5	JB-3	73	Circuit Based Trouble Ticket Flow (3 pp.) (10/14/11)
6	RA-1T	73	Prefiled Direct Testimony of Renee Albersheim (28 pp.) (10/14/11)
7			
8	RA-2		CenturyLink Wholesale: Products & Services, Archived System CR SCR121608-01 Detail (3 pp.) (10/14/11)
9			
10	RA-3	73	CenturyLink Wholesale: Products 73 Services, Open System CR SCR121608-02 Detail (22 pp.) (10/14/11)
11			
12			
13	RA-4C	73	***CONFIDENTIAL*** Details of CEMR Upgrade (4 pp.) (10/14/11)
14			
15	RA-5C	73	***CONFIDENTIAL*** Detail regarding lack of support for MEDIACC Hardware and Software (3 pp.) (10/14/11)
16			
17			
18	RA-6	73	Report on MEDIACC Risks, filed with the Minnesota PUC on October 6, 2011 (15 pp.) (10/14/11)
19			
20	RA-7C	73	***CONFIDENTIAL*** 2007 e-mail regarding MEDIACC risks (2 pp.) (10/14/11)
21			
22	RA-8C	73	***CONFIDENTIAL***2007 Power Point presentation entitled MEDIACC Analysis (13 pp.) (10/14/11)
23			
24			
25			

0070

1	RA-9C	73	***CONFIDENTIAL***Risks associated with CEMR and MEDIACC (5 pp.) (10/14/11)
2			
3	RA-10	73	CenturyLink Wholesale: Products Services, Archived System CR SCR090606-01 Detail (36 pp.) (10/14/11)
4			
5			
6	RA-11C	73	***CONFIDENTIAL*** January 2010 e-mails between Justin Sewell, Qwest, and 3 wholesale customers (13 pp.) (10/14/11)
7			
8	RA-12	73	MTG Implementation Timeline Comparison (1 pg.) (10/14/11)
9			
10	RA-13	73	Joint CLECs' Responses to Qwest Corporation/ CenturyLink's First Set of Data Requests --DR 1-1, DR 1-2, and DR 1-3 (5 pp.) (10/14/11)
11			
12			
13	RA-14	73	Milestone Comparison: Merger Settlement Requirements for Replacement of OSS and Planned CLEC Implementation Schedule Highlights (1 pg.) (10/14/11)
14			
15			
16	RA-15C	73	***CONFIDENTIAL*** Screen shot of CEMR/MEDIACC today and a mock-up of how data may be presented in CEMR/MTG (2 pp.) (10/14/11)
17			
18			
19	RA-16	73	Qwest Corporation (Qwest or CTL-Q) Performance Results, Regional, August 2010 July 2011 (3 pp.) (10/14/11)
20			
21	RA-17	73	Joint CLECs' Response to Data Request 1-17 (3 pp.) (10/14/11)
22			
23	RA-18T	73	Prefiled Response Testimony of Renee Albersheim (13 pp.) (12/15/11)
24			
25			

0071

1	MH-1T	73	Prefiled Direct Testimony of Michael - Hunsucker (15 pp.) (10/14/11)
2			
3	MH-2		Response by Qwest and CenturyLink to an information request propounded by the joint CLECs
4			
5			
6	RTW-1T	73	Prefiled Responsive Testimony of Robert T. Williamson (25 pp.) (11/30/11)
7			
8	RTW-2	73	Professional Qualifications for Robert T. Williamson (1 pg.) (11/30/11)
9			
10	RTW3-C	73	***CONFIDENTIAL*** MEDIACC Disaster Recovery Plan (36 pp.) (11/30/11)

11

12

13

- - -

14

15

16

17

18

19

20

21

22

23

24

25

0072

1 JUDGE FRIEDLANDER: We'll be on the record.

2 Good morning. It is approximately 9:30 in the morning  
3 on Thursday, February 2nd, 2012.

4 This is the time and place set for an  
5 evidentiary hearing, in Docket UT-111254, a complaint  
6 filed by several carriers, collectively referred to as  
7 the joint CLECs against Qwest/CenturyLink.

8 My name is Marguerite Friedlander, and I am the  
9 administrative law judge presiding over this matter.

10 So the first thing we're going to do this  
11 morning is take appearances. Since we have your contact  
12 information on file, there's no need to repeat any of  
13 that information. Just let me know your name, spelling  
14 the last name, and who you represent.

15 We'll begin today with Mr. Merz.

16 MR. MERZ: Good morning, Your Honor. Thank you.  
17 Gregory Merz, M-E-R-Z, representing Integra Telecom and  
18 PAETEC, P-A-E-T-E-C, all caps.

19 JUDGE FRIEDLANDER: Thank you.

20 Ms. Giles?

21 MS. GILES: Good morning, Your Honor. I'm  
22 Lauren Giles, G-I-L-E-S, representing tw telecom.

23 JUDGE FRIEDLANDER: Thank you.

24 Mr. Goodwin?

25 MR. GOODWIN: Thank you, Your Honor. Tim

0073

1 Goodwin, G-O-O-D-W-I-N, for CenturyLink.

2 JUDGE FRIEDLANDER: Thank you.

3 Ms. Anderl?

4 MS. ANDERL: Thank you, Your Honor. Lisa

5 Anderl, A-N-D-E-R-L, for CenturyLink.

6 JUDGE FRIEDLANDER: Thank you.

7 Ms. Cameron-Rulkowski?

8 MS. CAMERON-RULKOWSKI: Representing commission  
9 staff, Jennifer Cameron-Rulkowski. My last name is  
10 spelled C-A-M-E-R-O-N, hyphen, R-U-L-K-O-W-S-K-I,  
11 assistant attorney general.

12 JUDGE FRIEDLANDER: Thank you. Okay.

13 I don't think there's anyone I've missed. So at  
14 this time how would the parties like to address the  
15 evidence? I will entertain a motion to admit the  
16 evidence at this time.

17 MS. ANDERL: So moved, Your Honor.

18 JUDGE FRIEDLANDER: Okay. And hearing no  
19 objections, then the evidence is admitted en masse.

20 (All exhibits were admitted.)

21 Okay. Have the parties conferred on whether  
22 they'd like to give opening statement at this  
23 time?

24 MS. ANDERL: Your Honor, we did not do that in  
25 Colorado, and had understood that it was not the

0074

1 practice here. We're happy to go directly to  
2 cross-examination.

3 JUDGE FRIEDLANDER: Okay. Excellent. Thank  
4 you.

5 So I have the first witness as Lauren Nipps.

6 MR. MERZ: Lyndall Nipps.

7 JUDGE FRIEDLANDER: I'm sorry. I apologize.

8 MS. GILES: He's my witness.

9 JUDGE FRIEDLANDER: Lyndall Nipps.

10 Ms. Giles, would you like to introduce your  
11 witness?

12 MS. GILES: I'd like to call Lyndall Nipps to  
13 the stand.

14 JUDGE FRIEDLANDER: If you'd like to remain  
15 standing and raise your right hand at the witness stand.

16 LYNDALL NIPPS

17 Witness herein, having been first duly sworn on  
18 oath, was examined and testified as follow:

19 THE WITNESS: I do.

20 JUDGE FRIEDLANDER: You can be seated.

21 THE WITNESS: Thank you.

22 JUDGE FRIEDLANDER: Please proceed.

23 DIRECT EXAMINATION

24 BY MS. GILES:

25 Q. Mr. Nipps, could you state and spell your last

0075

1 name for the record, please.

2 A. First name is Lyndall, L-Y-N-D-A-L-L, last name  
3 Nipps, N-I-P-P-S.

4 Q. By whom are you employed, Mr. Nipps?

5 A. tw telecom.

6 Q. Are you representing tw today?

7 A. I am.

8 Q. Could you identify your exhibits, please.

9 A. The first exhibit is my direct testimony, which  
10 is LN-1T, like Tom.

11 The second exhibit is LN-2, which is my exhibit  
12 LN-1 of my direct testimony.

13 LN-3 is the next exhibit, which is my  
14 Exhibit LN-2 of my direct testimony.

15 And lastly LN-4T, like Tom, which is my rebuttal  
16 testimony.

17 Q. Are these true and complete copies of your  
18 prefiled testimony in this matter?

19 A. Yes, they are.

20 Q. And if I were to ask you these questions today,  
21 would your answers be identical?

22 A. Yes, they would be.

23 MS. GILES: I now tender the witness for  
24 cross-examination.

25 THE WITNESS: Thank you.

0076

1 JUDGE FRIEDLANDER: Thank you.

2 Ms. Anderl?

3 MS. ANDERL: Thank you, Your Honor.

4 CROSS-EXAMINATION

5 BY MS. ANDERL:

6 Q. Let's see. I think I have five or six too many  
7 things in front of me. Just take a minute here.

8 Good morning, Mr. Nipps.

9 A. Good morning.

10 Q. So my name is Lisa Anderl, and I'm an in-house  
11 attorney for CenturyLink, and I'm going to be asking you  
12 some questions.

13 A. Okay.

14 Q. We did this in Colorado last week.

15 A. Right.

16 Q. But I think because the judge and others were  
17 not there, we can't take any shortcuts.

18 Let me begin with some questions about your  
19 background. Can you tell me a little bit about your  
20 educational background?

21 A. Sure. I have a bachelor's in business  
22 management.

23 Q. Do you have an IT background at all?

24 A. I do not have an IT background.

25 Q. Now, in your direct testimony, you list your



0077

1 specialties as including preordering, ordering -- I'm  
2 sorry, ordering, provisioning and billing, among other  
3 things.

4 A. Correct. That comes from my experience when I  
5 worked for Pacific Bell and in particular I was the  
6 director of the local wholesale operations center at  
7 that time, interfacing with CLECs.

8 Q. Okay. And during that time, you were not  
9 responsible for repair functions?

10 A. Not repair, no. That was a separate department.  
11 I interfaced with them, but I did not directly have  
12 responsibility for that.

13 Q. Now, you state in your testimony that tw has not  
14 experienced any instability with MEDIACC. Is that still  
15 true today?

16 A. Yes.

17 Q. From whom did you obtain that information?

18 A. My IT department.

19 Q. From whom in the IT department?

20 A. Matt Beynom, B-E-Y-N-O-M, and John Wright,  
21 W-R-I-G-H-T.

22 Q. And can you just tell me a little bit about what  
23 positions that each of those gentlemen hold?

24 A. Sure. John Wright is the vice-president of that  
25 organization, and Matt Beynom works on his staff.

0078

1 Q. Are those the two people in IT that you  
2 conferred with and relied on in preparation for your  
3 testimony here?

4 A. Those people as well as my -- we refer to them  
5 as the access management team. They're the local  
6 exchange carrier interface group.

7 Q. Did you confer with your IT professionals about  
8 the implementation of the MTG interface?

9 A. Yes.

10 Q. What did you discuss with them?

11 A. I discussed with them that CenturyLink had tried  
12 to move forward with an MTG implementation, and we  
13 talked about different aspects of that, and what our  
14 experience was with MEDIACC today, and just other  
15 various and sundry discussion items about that.

16 Q. Did you discuss with them what it would take for  
17 tw to begin using the MTG interface?

18 A. What I discussed with them was if it could be  
19 done on a basis that would work within the 30-month  
20 window of the settlement agreement, and we talked about  
21 just general options that, you know, whether or not  
22 there was any failure going on with MEDIACC and whether  
23 we had any instability issues to worry about, et cetera,  
24 and then just the overall components of the settlement  
25 agreement standard.

0079

1 Q. So you didn't discuss necessarily with them what  
2 it would take to implement the MTG interface on a  
3 technical scale?

4 A. Not on a technical scale, no.

5 Q. Okay. Did you discuss with them how long it  
6 might take for you to convert from MEDIACC to MTG if you  
7 wanted to do that?

8 A. Not at this point, because we weren't at that  
9 level of moving forward yet.

10 Q. Did you discuss with them whether the MTG  
11 interface, which is an XML-based interface, is  
12 preferable to the MEDIACC system, which is a CMIP-based  
13 interface?

14 A. Not so much in a state of preference, but just,  
15 you know, discussing electronic bonding in general and  
16 our experience with electronic bonding and that overall  
17 relationship to the business.

18 Q. And so tw is electronically bonded with  
19 Qwest/CenturyLink for trouble administration. Right?

20 A. In the Qwest Legacy territory, that is correct.

21 Q. What about in the Legacy CenturyTel or Embarq  
22 territory?

23 A. In the Embarq territories we are not  
24 electronically bonded, and had actually requested during  
25 the course of last year earlier to be electronically

0080

1 bonded.

2 Q. Mr. Nipps, as an exhibit to your testimony, you  
3 included a portion of the interconnection agreement  
4 between Qwest and tw, and that's your LN-3.

5 A. Yes.

6 Q. Is tw contending in this docket that Qwest is in  
7 violation of any of those provisions that you attached  
8 as LN-3?

9 A. As it relates to the overall maintenance and  
10 repair gateways, that was the real intent of this, and  
11 in particular we were talking about 12.12 -- pardon me,  
12 12.2.2.1, and just talking about the overall interface  
13 in the process, and the availability and reliabilities  
14 of those things. As it relates to the settlement  
15 agreement, yes, that's what I was talking about with  
16 this.

17 So the settlement agreement refers to no changes  
18 to be made within the OSS interface, and the  
19 interconnection agreement calls out the definition of  
20 that relationship in those paragraphs.

21 Did I answer your question?

22 Q. Not really, but I was going to take another run  
23 at it.

24 A. Okay. Sorry.

25 Q. So we understand that tw is contending a

0081

1 violation of merger settlement agreement, but  
2 specifically are there provisions in the interconnection  
3 agreement that is attached as LN 3 that tw is contending  
4 a violation of?

5 A. A violation of the interconnection agreement,  
6 no.

7 Q. Okay. Thanks.

8 So in the non-Qwest territory then does tw use a  
9 graphical user interface to submit trouble reports to  
10 Embarq or CenturyTel or CenturyLink in the Legacy  
11 CenturyTel territory?

12 A. What we had asked for, in I believe the April of  
13 2012 time frame, was to be able to electronically bond  
14 with CenturyLink, to be able to get access to something  
15 that's known as mean time to repair, or MTTR trouble  
16 reporting.

17 Q. So how do you currently report trouble in those  
18 areas where you're not electronically bonded?

19 A. On the CenturyLink and on the Embarq Legacy  
20 territories, we're not electronically bonded for those  
21 specific items.

22 Q. So you use the graphical user interface?

23 A. Right.

24 Q. Now, with regard to the use of MEDIACC, do you  
25 do that directly or do you do that through a vendor?

0082

1           A. We do that through a vendor, Synchronoss,  
2 S-Y-N-C-H-R-O-N-O-S-S.

3           Q. I'm glad you had to spell that.

4           What services do they provide to you?

5           A. They function as a vendor for us to develop,  
6 test and implement.

7           Q. Do you have an XML interface with any other  
8 incumbent local exchange carriers in other parts of the  
9 country?

10          A. We do.

11          Q. For trouble administration?

12          A. Yes.

13          Q. Who are those?

14          A. To my knowledge, AT&T and Verizon.

15          Q. Do you know when you converted to an XML  
16 interface with AT&T and Verizon?

17          A. I don't know the dates.

18          Q. When the technical specifications for the MTG  
19 interface were released, did you review them?

20          A. No.

21          Q. Do you know when they were released?

22          A. Not specifically, no.

23          Q. Do you know if they were shared with your IT  
24 department?

25          A. I don't know if they were or not. I don't

0083

1 believe technical specs were, but I'm not a hundred  
2 percent certain of that.

3 Q. Does tw participate in the CMP meetings?

4 A. It does.

5 Q. And in the ordinary course of business, if  
6 technical specifications had been released through CMP,  
7 would they likely have been shared with your IT  
8 department?

9 A. They would go through the normal internal  
10 routing process for that I'm sure.

11 Q. Are you the person who represents tw at the CMP  
12 meetings?

13 A. I am not.

14 Q. Do you know who does?

15 A. I do.

16 Q. Who's that?

17 A. Her name is Shelly Pedersen, P-E-D-E-R-S-E-N.

18 Q. So you've not consulted with Synchronoss in  
19 terms of how long it would take them to enable you to  
20 have an XML interface with MTG?

21 A. No. Because our understanding was that MEDIACC  
22 was stable, and there was no need to proceed at this  
23 point in time.

24 Q. Now, let me ask you a couple of questions about  
25 MEDIACC. Have you read the CenturyLink testimony that

0084

1 states that MEDIACC will continue to be available during  
2 the applicable 30-month period in the merger settlement  
3 agreement?

4 A. I have.

5 Q. And if the Washington Commission allows  
6 Qwest/CenturyLink to implement MTG in the state of  
7 Washington, will you convert to MTG prior to the end of  
8 that period?

9 A. It would not be likely. I would hope that that  
10 would not be the case, because I think that -- I'm  
11 concerned if there is indeed instability issues with  
12 MEDIACC, if there's focus on developing MTG instead, how  
13 those resources would be cross-functionally supported.

14 Q. So it's tw's intent to use MEDIACC during the  
15 entire period of its availability concurrent with the  
16 terms of the settlement agreement?

17 A. Yes.

18 Q. And so for tw's purposes, MTG will not replace  
19 MEDIACC until after the time period of the settlement  
20 has expired?

21 A. That's correct.

22 Q. And MTG -- MEDIACC will not be retired then,  
23 assuming it functions as we've committed to do, until  
24 after the time period in the settlement has expired?

25 A. I'm sorry, did you say MTG would not be retired?



0085

1 Q. I may have. I meant to say MEDIACC.

2 A. I'm sorry. Ask the question again. MEDIACC  
3 would not be retired until?

4 Q. After the terms -- the time period specified in  
5 the settlement agreement.

6 A. Yes.

7 Q. And you've read the Integra merger settlement  
8 agreement --

9 A. Right.

10 Q. -- that tw opted into it?

11 A. Yes. With some auxiliary items, February 4th of  
12 2011.

13 Q. You did not negotiate the Integra settlement?

14 A. I did not negotiate the Integra settlement.

15 Q. You did not negotiate the tw settlement?

16 A. I did not directly negotiate the tw settlement,  
17 that's correct.

18 Q. Mr. Nipps, you were a witness in the merger  
19 hearings as well, were you not?

20 A. Yes.

21 Q. Now, let me just back up here. You have a  
22 pretty good understanding of what the history of MTG  
23 was, do you not?

24 A. Prior -- I'm not sure I understand the context  
25 of your question. Do you mean during the time of the

0086

1 settlement agreements over the merger itself?

2 Q. Well, let's just kind of go through it then.

3 You were aware that MTG was initially to be introduced  
4 by Qwest during the 2007, 2008 time period?

5 A. I have read that it was, yes. I came onboard --  
6 just to be specific, I came onboard with tw telecom in  
7 May of 2007.

8 Q. Okay.

9 A. So some of the before-that-time-frame items I  
10 may not be familiar with.

11 Q. But you're aware that Qwest had issued a CR, or  
12 change request, to retire MEDIACC and implement MTG?

13 A. I was aware of it peripherally, but at the end  
14 of the day, the concern that I still have would be that  
15 I was on conference calls in which CenturyLink  
16 repeatedly stated there had not been a decision made by  
17 OSS platforms in a post merger environment, so I'm not  
18 sure that I would have personally given any weight to  
19 the CR that was pending at the time during an actual  
20 merger itself, subject to change of condition.

21 Q. Do you think that the implementation of MTG is a  
22 merger-related OSS integration or migration?

23 A. I have to assume it is because it has occurred  
24 post the merger and settlement agreements themselves,  
25 and given my prior statement that I was on calls which

0087

1 CenturyLink said there had not been a decision made  
2 about which systems or system it would use on OSS  
3 platforms, then I assumed the MTG decision was made in a  
4 post merger environment.

5 Q. Do you know when the CR to implement MTG was  
6 most recently issued?

7 A. I don't recall the date, no.

8 Q. Would you accept subject to check that it was in  
9 November of 2010?

10 A. Sure.

11 Q. Have --

12 A. I'm sorry, yes.

13 Q. And that was premerger. Right?

14 A. November 6th of 2010 was the merger, the initial  
15 merger with Integra, so if it was in that time frame, it  
16 would have been coinciding or prior to.

17 Q. You said November 6th of 2010 was the merger  
18 with Integra. Did you mean settlement agreement?

19 A. I mean -- sorry -- settlement agreement. My  
20 apologies.

21 Q. So then would you accept subject to your check  
22 that the merger between Qwest and CenturyLink took place  
23 on April 1st of 2011?

24 A. Yes.

25 Q. So November of 2010 was premerger. Is that

0088

1 right?

2 A. Yes. I'm sorry, I'm sorry. Yes.

3 Q. And the conference calls that you were on where  
4 CenturyLink stated that it had not made any OSS platform  
5 decisions, were those specifically in reference to the  
6 Legacy CenturyTel and Embarq territories?

7 A. The comment that I recall was that a decision  
8 had not been made for either of those scenarios.

9 Q. So is tw telecom asking the commission in this  
10 case to help the implementation of MTG?

11 A. tw telecom thinks that the commission should ask  
12 CenturyLink to adhere to the terms and conditions of its  
13 settlement agreement and would be concerned that if MTG  
14 continued in development that the resources wouldn't be  
15 focused on the potential instability that it has cited  
16 for MEDIACC.

17 Q. To date you have not seen any evidence of that  
18 instability?

19 A. None.

20 Q. As long as Qwest/CenturyLink complies with the  
21 provisions of paragraph 12 of the merger settlement in  
22 terms of the steps that it has to take and the timeline  
23 that it would take before retiring MEDIACC or replacing  
24 it with MTG, then tw's interests would be satisfied?

25 A. Correct.

0089

1 MS. ANDERL: Thank you, Your Honor. I have no  
2 further questions for this witness.

3 THE WITNESS: Thank you.

4 JUDGE FRIEDLANDER: Thank you.

5 Redirect, Ms. Giles?

6 MS. GILES: No, Your Honor.

7 JUDGE FRIEDLANDER: Okay. And I have no  
8 clarification questions.

9 MS. GILES: If I may, Your Honor. If there's  
10 nothing further for this witness, if he may be excused,  
11 we'd appreciate it.

12 JUDGE FRIEDLANDER: Staff had not indicated that  
13 they wanted to cross-examine this witness, but you're  
14 certainly welcome to.

15 MS. CAMERON-RULKOWSKI: Thank you, Your Honor.  
16 Staff doesn't have any cross-examination questions for  
17 Mr. Nipps.

18 JUDGE FRIEDLANDER: Okay. Thank you.

19 Mr. Nipps, you are excused.

20 THE WITNESS: Thank you.

21 MS. ANDERL: Your Honor, may we have just like  
22 two minutes off the record?

23 JUDGE FRIEDLANDER: Sure, sure.

24 (A break was taken from 9:55 a.m. to 9:57 a.m.)

25 JUDGE FRIEDLANDER: We're back on the record.

0090

1           Mr. Merz, if you'd like to introduce your  
2 witness.

3           MR. MERZ: Thank you, Your Honor. We would like  
4 to next call Justina Blanchard to the witness stand.

5           JUDGE FRIEDLANDER: If you'll go ahead and raise  
6 your right hand.

7                                   JUSTINA BLANCHARD

8           Witness herein, having been first duly sworn on  
9 oath, was examined and testified as follow:

10           THE WITNESS: I do.

11           JUDGE FRIEDLANDER: Okay. Thank you. You can  
12 sit down.

13           Mr. Merz, if you'd like to proceed.

14           MR. MERZ: Thank you, Your Honor.

15                                   DIRECT EXAMINATION

16 BY MR. MERZ:

17           Q. Good morning, Ms. Blanchard.

18           A. Good morning.

19           Q. Would you please state your name and spell both  
20 your first and last name.

21           A. Justina Blanchard, J-U-S-T-I-N-A, last name  
22 B-L-A-N-C-H-A-R-D.

23           Q. By whom are you employed?

24           A. I'm employed through PAETEC, which is now a part  
25 of Windstream.

0091

1 Q. Do you have in front of you direct testimony  
2 that's been prefiled in this case?

3 A. Yes, I do.

4 Q. Is your direct testimony marked as hearing  
5 Exhibit JB-1T?

6 A. Yes, it is.

7 Q. And you have two exhibits to that testimony. Is  
8 that right?

9 A. That is correct.

10 Q. And those have been marked as hearing exhibits  
11 JB-2 and JB-3. Correct?

12 A. That is correct.

13 Q. Ms. Blanchard, do you have any corrections to  
14 your direct testimony?

15 A. Yes, I do.

16 MR. MERZ: Your Honor, I don't know how you want  
17 her to handle that, if you want her to make that on the  
18 copy of the testimony or exactly how you want her to  
19 reflect those corrections, or if just reading them into  
20 the record would be adequate.

21 JUDGE FRIEDLANDER: I think we can read them  
22 into the record if they're not numerous. If they're  
23 numerous, we'll probably need to have a revised copy.

24 MR. MERZ: Okay.

25 THE WITNESS: Okay. The changes are on page 1,

0092

1 line item 3, where the business address is listed, it  
2 should reflect 1450 North Center Point Road, in  
3 Hiawatha, Iowa, 52233.

4 JUDGE FRIEDLANDER: I'm sorry. Could you repeat  
5 that? The street address.

6 THE WITNESS: 1450 North Center Point Road,  
7 that's two words, in Hiawatha, Iowa, 52233.

8 JUDGE FRIEDLANDER: Thank you.

9 THE WITNESS: There is also a change on line 6,  
10 where it states I'm employed at PAETEC. PAETEC is now a  
11 part of Windstream.

12 JUDGE FRIEDLANDER: Is that all one word as  
13 well?

14 THE WITNESS: Yes.

15 BY MR. MERZ:

16 Q. Do you have any other corrections?

17 A. Yes, I do. On page 2, line item No. 2, where it  
18 states in some states such as Colorado, Colorado should  
19 be struck, replacing Washington. Also on line No. 4,  
20 Washington should replace Colorado in that statement as  
21 well.

22 In line items No. 5 and 6, if I can just go  
23 ahead and read what it should state. "Thus in addition  
24 to competing in the Denver MSA" should be replaced with  
25 "Seattle MSA, PAETEC offers services in the



0093

1 Battleground, Longview, and Vancouver rate centers."

2 JUDGE FRIEDLANDER: I think because the changes  
3 are getting pretty numerous, why don't we go ahead and  
4 have an errata filed with the commission, and that way  
5 we'll have it on record in addition to what's been read  
6 into the record so far.

7 MR. MERZ: We'll certainly do that, Your Honor.  
8 Thank you.

9 JUDGE FRIEDLANDER: Thank you.

10 BY MR. MERZ:

11 Q. Does that take your of your corrections?

12 A. Yes, it does take care of corrections.

13 Q. I could also note for the record exhibits to  
14 your testimony have been marked as hearing Exhibits JB-2  
15 and JB-3, they're actually referred to in your testimony  
16 as JB-1 and JB-2. Is that right?

17 A. That is correct. And that would be on  
18 page No. 4. I apologize. That's also another  
19 correction.

20 Q. Well, I don't know that that's a correction.  
21 It's a difference in the way that we numbered the  
22 exhibits, but for our purposes, the hearing exhibit  
23 number is JB-2 and JB-3. Correct?

24 A. Correct.

25 Q. With those corrections, then, Ms. Blanchard, is

0094

1 your testimony true and accurate to the best of your  
2 knowledge?

3 A. Yes, it is.

4 MR. MERZ: Your Honor, Ms. Blanchard is now  
5 available for cross-examination.

6 JUDGE FRIEDLANDER: Thank you, Mr. Merz.  
7 Ms. Anderl?

8 MS. ANDERL: Thank you, Your Honor.

9 CROSS-EXAMINATION

10 BY MS. ANDERL:

11 Q. Good morning.

12 A. Good morning.

13 Q. I'm Lisa Anderl, in-house attorney for  
14 CenturyLink. I'll be asking you some questions this  
15 morning.

16 Let me just ask you some questions about your  
17 current and past job responsibilities, because I'll  
18 confess that at the hearing in Denver I was still a  
19 little unclear.

20 A. Okay.

21 Q. You're currently employed as a project  
22 manager II?

23 A. That's correct.

24 Q. What responsibilities does that job encompass?

25 A. I basically have responsibilities to manage

0095

1 large projects within the IT departments.

2 Q. And related to wholesale or repairs specifically  
3 or just more generally?

4 A. Back-end systems generally.

5 Q. And is it your current job responsibilities then  
6 that provide you the information and experience to give  
7 this testimony that you've given today, or is it a prior  
8 role that you were playing?

9 A. That would be the prior role, which was June of  
10 last year, and it's six years prior to that.

11 Q. And you were a senior manager in the network  
12 operations center?

13 A. That is correct.

14 Q. Or the NOC?

15 A. Yes.

16 Q. N-O-C?

17 A. Otherwise known as the NOC.

18 Q. What did you do there?

19 A. I was responsible for overseeing the network  
20 operations center, which was -- their responsibilities  
21 included handling all trouble tickets and repairs for  
22 customers.

23 Q. Now let's go to the discussion you have in your  
24 testimony about the trouble tickets that starts on  
25 page 4.

0096

1 A. Okay.

2 Q. I just wanted to confirm with you that the  
3 average of 155 POTS -- that's capital P, capital O,  
4 capital T, small S, plain old telephone service -- 155  
5 POTS trouble tickets a month is region-wide for PAETEC  
6 within the Legacy/Qwest operating region?

7 A. For the Legacy/Qwest only, yes.

8 Q. I don't know if you're in all 14 states.

9 A. Yes.

10 Q. How did you calculate that average?

11 A. It's basically the 105 tickets is the average  
12 for POTS-based tickets within a given month's time. Out  
13 of those 105 tickets, we average eight transactions per  
14 ticket.

15 Q. I'm sorry. I just want to correct. Did you  
16 mean to say 155?

17 A. Yes, I'm sorry.

18 Q. You said 105.

19 A. I'm sorry. It's 155. My apology.

20 Q. But how did you calculate the average of 155?  
21 How much data did you look at to calculate that 155?

22 A. That is polling all of our data on ticket counts  
23 within a six-month period, and giving the average of the  
24 155.

25 Q. An average of eight transactions per trouble

0097

1 ticket, how did you calculate the eight?

2 A. This is the same thing. Pulling our automation  
3 numbers within our system to say how many tractions were  
4 averaged on each ticket, and the average came out to  
5 eight.

6 Q. And what's a transaction?

7 A. That would be communications through us and  
8 Qwest through the EBTA system.

9 Q. So that EBTA is all caps?

10 A. Yes. And that's the electronic bonded trouble  
11 ticket.

12 Q. So it's electronic bonding trouble  
13 administration?

14 A. Yes.

15 Q. So the transaction isn't all a manual event, is  
16 it?

17 A. No. In this case it was based on the electronic  
18 bonding. So if the electronic bonding wasn't there, it  
19 then would revert to a manual interaction.

20 Q. So why does it say eight transactions?

21 A. It depends on the tickets. We basically bond  
22 over the ticket when it first opens. Qwest will bond  
23 back, saying we've received your tickets. They then  
24 will notify us what the commitment is for dispatch. The  
25 commitment might change the end result of what the

0098

1 dispatch was from the tech's findings. I mean, all  
2 those things play a part in it.

3 Q. So opening the trouble ticket is two  
4 transactions; one from you to us, and one from us to  
5 you?

6 A. That's correct.

7 Q. And then closing the ticket is at least one  
8 transaction?

9 A. Correct.

10 Q. So that's three out of the eight. And there may  
11 be then notifications or questions that go back and  
12 forth during the middle period when the trouble is being  
13 addressed?

14 A. Yes. There might be, you know, again, a  
15 commitment of when a tech is going to arrive on site,  
16 maybe that got pushed out for some other reason, and the  
17 commitment has changed.

18 Q. And you say that 12 percent of your transactions  
19 have no manual intervention at all?

20 A. That's correct.

21 Q. So 88 percent of the tickets, of 155 tickets,  
22 have at least one or more manual interventions?

23 A. That's correct.

24 Q. And that manual intervention is generally a  
25 telephone call?

0099

1           A.  Yes.  Since we are linked up, and our automation  
2  is actually dependent on what we would receive back from  
3  Qwest, a ticket can fall out of automation for, you  
4  know, whatever reason.

5           Q.  And how did you calculate the average of ten to  
6  fifteen minutes per phone call?

7           A.  That's actually doing a case study.  Again, this  
8  was back in my prior role, which was seven months ago,  
9  so the data isn't, you know, from yesterday.  But that's  
10 basically taking the average hold time or talk time with  
11 Qwest when we do make a call, as well as later in the  
12 testimony you'll also see the average hold time of 30  
13 minutes.

14          Q.  If Qwest were to tell you that the average  
15 transaction time for a POTS ticket is five minutes,  
16 would that be unusually short in your view, or would  
17 that be something that was within the realm of  
18 possibility?

19          A.  If on an average, I would say that would be  
20 unusually short.

21          Q.  What takes ten to fifteen minutes during these  
22 calls?

23          A.  That's having the discussions with them, they  
24 are docketing on their system, we're docketing on ours,  
25 we're reading through the ticket.  They might have to

0100

1 put us on hold to call dispatch to tell us when the tech  
2 is going to arrive or why he's late or whatever the  
3 scenario is for that ticket.

4 Q. I want to ask you a little bit about how you  
5 calculated the people hour savings.

6 A. Uh-huh.

7 Q. And the way I would do it based on your  
8 testimony -- and I'm just going to walk you through it  
9 one step at a time and maybe you can stop me if I'm  
10 wrong -- the first thing I would do would be to take 12  
11 percent and multiply it -- or no. The first thing I  
12 would do is take 155 POTS tickets and multiply it by  
13 eight transactions --

14 A. That's correct.

15 Q. -- to get the total number of transactions.

16 A. Correct.

17 Q. Would you accept subject to your check that  
18 that's 1,240?

19 A. Yes.

20 Q. And then to determine how many of those get  
21 resolved on a fully automated basis, you'd take 12  
22 percent of that?

23 A. The 12 percent is basically there as an example  
24 that 12 percent of all of our POTS tickets go through  
25 with no human intervention. It really doesn't have any



0101

1 basis on the calculation throughout the rest of the  
2 testimony. So we took the 155 average tickets times the  
3 average of eight transactions per ticket, coming out to  
4 the 1240 which you stated, and off that 1240 we are  
5 averaging ten minutes per call if we were to go  
6 manually, coming out to 12,400 minutes, dividing that  
7 into 60 minutes per hour is where the over 200 man-hours  
8 comes from.

9 Q. But you're saying that you already do 88 percent  
10 of these tickets with some manual intervention?

11 A. Some.

12 Q. But maybe not all eight of the transactions?

13 A. Yes. It might just be one transaction.

14 Q. I see. So would you accept, subject to your  
15 check, that if you took the 12 percent and applied 12  
16 percent to 1,240, you would get approximately 149  
17 transactions?

18 A. Yes.

19 Q. And then if you take that 149 transactions and  
20 multiply those transactions by 15 minutes each --

21 MR. MERZ: Your Honor, I'm just going to object,  
22 because I understood Ms. Blanchard to say that's not the  
23 way it was done. So she's just asking for a math  
24 exercise here that I don't know that it's relevant. So  
25 I object on relevance grounds.

0102

1 JUDGE FRIEDLANDER: Ms. Anderl?

2 MS. ANDERL: Well, I'm just asking the witness  
3 to help me understand and to explain her testimony. And  
4 if the 12 percent isn't relevant, I don't know why they  
5 included it in the testimony. I think I have an  
6 opportunity to explore this.

7 MR. MERZ: My point isn't that the 12 percent  
8 isn't relevant, it is that Ms. Blanchard already said  
9 that number wasn't part of the calculation that she  
10 used. I think she's able to explain the calculation,  
11 but it's unfair to ask her to just do this math that  
12 doesn't appear to be related to what her testimony is  
13 about.

14 JUDGE FRIEDLANDER: Ms. Blanchard, could you  
15 clarify if the 12 percent was used in your calculation?

16 THE WITNESS: It's not used in the calculation.  
17 It's basically there as an example, stating the 12  
18 percent, from all the POTS tickets, 12 percent go  
19 through with no human intervention whatsoever.

20 JUDGE FRIEDLANDER: I'm going to sustain it.  
21 Thank you.

22 MS. ANDERL: Your Honor, all I was attempting to  
23 do, and I'll try another question on this, is to explore  
24 where the 12 percent, whether it was used or not,  
25 whether it maybe should have been used in the

0103

1 calculation.

2 BY MS. ANDERL:

3 Q. So, Ms. Blanchard, would you agree that one way  
4 to look at the savings could be to look at the number of  
5 tickets that are fully automated and see what would  
6 happen if they became fully manual?

7 A. Yes. And I think on the next page of the  
8 testimony, when you get into the ticket counts, and  
9 transactions for circuit tickets, which of course the  
10 volume is much higher, I think it identifies, you know,  
11 how -- a larger number of people-hours that it would  
12 take, because, you know, the POTS world, as we all know  
13 in telecommunications, is dwindling compared to where it  
14 was since cell phones have come out.

15 Q. So if you were going to look at just how much  
16 resources you save based on the number of tickets that  
17 are fully automated, then you would look at the 12  
18 percent?

19 A. Correct.

20 Q. So just to clarify then, if those eight  
21 transactions average per ticket, if even one of those  
22 was a phone call, then it would fall into the 88  
23 percent?

24 A. That's correct.

25 Q. Now, are you familiar with how PAETEC interfaces

0104

1 with Verizon for repair tickets?

2 A. Yes.

3 Q. How is that?

4 A. It is through a graphical user interface.

5 Q. That's in territory that is not overlapping

6 Qwest territory. Is that right?

7 A. That's correct.

8 Q. Is that a different part of PAETEC?

9 A. There is another network operations center that  
10 does handle that ticket load, yes.

11 Q. Do you have any idea of what the volume of  
12 trouble tickets is for Verizon?

13 A. No, I don't have a count per se of what their  
14 ticket load is, but I can tell you that the Qwest  
15 territory that the NOC that I was overseeing combined  
16 with the AT&T territory does -- is pretty equivalent to  
17 the Verizon territory.

18 Q. Do you know why PAETEC is using a graphic user  
19 interface instead of electronic bonding with Verizon?

20 A. I do not.

21 Q. PAETEC has on staff people who are paid to use  
22 the CEMR interface. Is that right?

23 A. That's correct.

24 Q. What do they use it for?

25 A. We basically only use CEMR if MEDIACC goes down

0105

1 for whatever reason, and in my six years in the NOC  
2 there might have been one instance, if that. CEMR has  
3 been -- MEDIACC has been very reliable. Our e-bonding  
4 has not gone down with the exception of maintenance and  
5 that type of thing.

6 Q. Do you have an opinion about whether or not  
7 MEDIACC is stable?

8 A. Yes.

9 Q. Is it?

10 A. I believe it's stable. Again in the six  
11 years -- and I still use it today simply because I was  
12 still in my position so long, I'll get escalations from  
13 customers and have to go into the ticket system. I've  
14 yet to see it fail. As I said, there was one time we  
15 had to use the graphical interface, which was CEMR.

16 Q. So PAETEC has not recently encountered any  
17 problems with MEDIACC?

18 A. None whatsoever, no.

19 Q. If the Washington Commission allows  
20 Qwest/CenturyLink to implement MTG in this state, would  
21 PAETEC intend to convert to MTG early or remain on  
22 MEDIACC during the term of the merger commitments?

23 A. I mean, that question would probably be better  
24 directed towards Chris, who is over IT, but I would  
25 anticipate we would have to remain as is, because we

0106

1 don't have the resources to move forward for that  
2 development at this time.

3 Q. So if you remained as is, and MEDIACC continued  
4 to function in the future as it has in the past, then  
5 MTG would not replace MEDIACC for you at this time. Is  
6 that right?

7 A. Correct.

8 Q. PAETEC isn't claiming that MEDIACC can never be  
9 replaced, are you?

10 A. No.

11 Q. And so long as Qwest follows the timelines and  
12 performance duties set forth in the settlement agreement  
13 to retire or replace MEDIACC, that would address  
14 PAETEC's concerns?

15 A. Yes, as long as we had the time to develop and  
16 be able to talk to the system without losing any of our  
17 existing automation.

18 Q. Sure.

19 A. And that the testing, as far as test loads and  
20 so forth, was equivalent to what we have today with  
21 MEDIACC.

22 MS. ANDERL: I have no further questions for  
23 this witness. Thank you.

24 JUDGE FRIEDLANDER: Thank you, Ms. Anderl.

25 Mr. Merz, did you want to redirect?

0107

1           MR. MERZ: Just one brief point of  
2 clarification, Your Honor, and it regards this question  
3 about your calculation of the person-hour savings and  
4 this 12 percent.

5                                 REDIRECT EXAMINATION

6 BY MR. MERZ:

7           Q. As I understand it, the 80 percent aren't manual  
8 tickets, they're a combination of some manual  
9 intervention and some automated intervention?

10          A. Yes.

11          Q. And so in calculating the person-hours savings,  
12 you also have to take into account the degree to which  
13 you also realized a savings in that remaining 88  
14 percent. Is that right?

15          A. That's correct.

16          MR. MERZ: Nothing further, Your Honor. Thank  
17 you.

18                                 JUDGE FRIEDLANDER: Thank you.

19           I have no clarification questions, so unless  
20 staff wishes to cross-examine the witness.

21           Staff, would you like a moment off the record?

22           MS. CAMERON-RULKOWSKI: We would like a brief  
23 moment off the error.

24                                 JUDGE FRIEDLANDER: That's fine.

25           (Pause in proceedings.)

0108

1 JUDGE FRIEDLANDER: Does staff wish to  
2 cross-examine Ms. Blanchard?

3 MS. CAMERON-RULKOWSKI: No, Your Honor. Thank  
4 you.

5 JUDGE FRIEDLANDER: That's fine. Thank you so  
6 much. I have no clarification questions. The witness  
7 is dismissed.

8 MR. MERZ: Just to be clear, Ms. Blanchard can  
9 be excused from the hearing?

10 JUDGE FRIEDLANDER: That's fine.

11 MR. MERZ: Thank you.

12 THE WITNESS: Thank you.

13 JUDGE FRIEDLANDER: Mr. Merz, did you wish to  
14 call your next witness?

15 MR. MERZ: Yes. We'd call Christopher Hansen to  
16 the stand.

17 JUDGE FRIEDLANDER: Thank you.

18 If you'll just raise your right hand.

19 CHRISTOPHER HANSEN

20 Witness herein, having been first duly sworn on  
21 oath, was examined and testified as follow:

22 THE WITNESS: I do.

23 JUDGE FRIEDLANDER: Be seated.

24

25



0109

1           Go ahead, Mr. Merz.

2                                 DIRECT EXAMINATION

3   BY MR. MERZ:

4       Q.   Good morning, sir.

5       A.   Good morning.

6       Q.   Could you spell both your first and last names.

7       A.   Christopher, C-H-R-I-S-T-O-P-H-E-R, last name is  
8   H-A-N-S-E-N.

9       Q.   Mr. Hansen, by whom are you employed?

10      A.   I'm employed by PAETEC, now Windstream.

11      Q.   You have filed in this case both direct and  
12   rebuttal testimony. Is that right?

13      A.   Yes.

14      Q.   And you should have there in front of you a  
15   notebook which contains your direct testimony. Has that  
16   testimony been marked as hearing Exhibit CH-1T?

17      A.   Yes.

18      Q.   It has attached to it what's been marked as  
19   hearing Exhibits CH-2 and CH-3. Is that correct?

20      A.   Yes.

21      Q.   You also have there your rebuttal testimony  
22   which has been marked as hearing Exhibit CH-4T. Is that  
23   right?

24      A.   Yes.

25      Q.   Just to be clear on the record, the exhibits

0110

1 attached to your direct testimony are referenced in that  
2 testimony as CH-1 and CH-2, although they've been  
3 assigned different numbers, official numbers for the  
4 purpose of the commission record. Is that right?

5 A. Yes.

6 Q. Mr. Hansen, do you have any corrections to  
7 either your direct or your rebuttal testimony?

8 A. Yes. I just have a few.

9 The first one is in my direct testimony, page 1,  
10 line three. The same changes as before, the 1 Martha's  
11 Way address should now be 1450 North Center Point Road,  
12 and the second one is in the next question, line six,  
13 just stating that PAETEC is now a part of Windstream.

14 JUDGE FRIEDLANDER: I'm sorry to interrupt, but  
15 so is PAETEC no longer a part of McLeod?

16 THE WITNESS: McLeod was purchased by PAETEC, so  
17 it was a part of PAETEC, but now PAETEC has been  
18 purchased by Windstream.

19 JUDGE FRIEDLANDER: What is PAETEC doing  
20 business as? Windstream?

21 THE WITNESS: I think it is PAETEC, a Windstream  
22 company.

23 JUDGE FRIEDLANDER: Okay.

24 THE WITNESS: For now.

25 JUDGE FRIEDLANDER: Okay. Thank you.

0111

1 BY MR. MERZ:

2 Q. Do you have any other corrections to either your  
3 direct or rebuttal testimony, sir?

4 A. In my rebuttal testimony, I would just add on  
5 page 1, line seven, that PAETEC is now a Windstream  
6 company also.

7 Q. With those corrections, is the direct and  
8 rebuttal testimony true and accurate to the best of your  
9 knowledge?

10 A. Yes, it is.

11 MR. MERZ: Your Honor, Mr. Hansen is available  
12 for cross-examination.

13 JUDGE FRIEDLANDER: Thank you.

14 Ms. Anderl?

15 MS. ANDERL: Yes. Thank you, Your Honor.

16 CROSS-EXAMINATION

17 BY MS. ANDERL:

18 Q. Good morning, Mr. Hansen.

19 A. Good morning.

20 Q. My name is Lisa Anderl. I'm an attorney for  
21 Qwest/CenturyLink, and I'll be asking you some questions  
22 this morning.

23 Mr. Hansen, did you negotiate the Integra merger  
24 settlement agreement?

25 A. No, I did not.

0112

1 Q. One of the exhibits that's attached to your  
2 testimony is an excerpt from the interconnection  
3 agreement between Qwest and McLeod or PAETEC. Is that  
4 correct?

5 A. Yes, yes.

6 Q. And is PAETEC in this case contending that Qwest  
7 is in violation of any of the provisions of that  
8 interconnection agreement?

9 A. No, we are not.

10 Q. Thank you.

11 Mr. Hansen, you're familiar with some of the  
12 discovery responses that PAETEC provided to  
13 Qwest/CenturyLink in response to the discovery questions  
14 we asked you?

15 A. Yes.

16 Q. And did you assist in the preparation of some of  
17 those responses?

18 A. Yes, I did.

19 MS. ANDERL: Your Honor, I'd like to distribute  
20 a proposed exhibit. I'm not sure how we're going to be  
21 numbering the cross exhibits.

22 JUDGE FRIEDLANDER: Sure.

23 MS. ANDERL: How many does the bench need?

24 JUDGE FRIEDLANDER: I'll need two copies, but of  
25 course the exhibit will actually have to be filed with

0113

1 the record center. I just need two for my purposes.

2 MS. ANDERL: Okay.

3 JUDGE FRIEDLANDER: Thank you.

4 Let me go ahead and get an exhibit number  
5 assigned to this. So this exhibit will be designated as  
6 CH-5C.

7 MS. ANDERL: Thank you, Your Honor.

8 (Exhibit CH-5C was offered.)

9 BY MS. ANDERL:

10 Q. Looking at what's been marked for the record as  
11 Exhibit CH-5C, do you see request 1-4?

12 A. Yes.

13 Q. Did you assist in the preparation of that  
14 response?

15 A. Yes, I did.

16 Q. Does the attached invoice reflect a true and  
17 correct copy of the confidential attachment one that is  
18 referenced in the response?

19 A. Yes.

20 MS. ANDERL: Your Honor, we move the admission  
21 of Exhibit CH-5C. We're only referring to the request  
22 1-4 even though there's other material on page.

23 JUDGE FRIEDLANDER: Okay. Are there any  
24 objections?

25 MR. MERZ: No objection.

0114

1 JUDGE FRIEDLANDER: Okay. So admitted. Thank  
2 you.

3 (Exhibit CH-5C was admitted.)

4 MS. ANDERL: Thank you.

5 BY MS. ANDERL:

6 Q. Mr. Hansen, is the identity of the vendor that  
7 is reflected in this invoice confidential?

8 A. No, it is not.

9 Q. So we can say for the record that the vendor is  
10 Monfox, M-O-N-F-O-X, LLC?

11 A. Yes.

12 Q. What services, without going into confidential  
13 information, what services does Monfox provide to  
14 PAETEC?

15 A. Monfox provides a piece of software that  
16 converts CMIP protocol into XML protocol for purposes of  
17 electronic repair.

18 Q. And the CMIP protocol is the MEDIACC protocol.  
19 Is that right?

20 A. Yes.

21 Q. And the XML protocol is the protocol that PAETEC  
22 uses?

23 A. Yes, yes.

24 Q. So did Monfox develop the software that performs  
25 this function?

0115

1 A. Yes, it did.

2 Q. So for purposes of electronic bonding with  
3 Qwest, you outsourced that function?

4 A. Yeah, I don't know if I'd call it outsourcing,  
5 but we purchased this piece of software from them.

6 Q. And then this is just basically an annual  
7 license or support fee?

8 A. Yes. That's what this invoice represents. It's  
9 annual maintenance and support cost.

10 Q. Do you have any other costs associated with the  
11 CMIP to XML protocol, external costs?

12 A. No. This will be --

13 Q. Then there were probably internal resources  
14 dedicated to that as well, or not?

15 A. When we first implemented it?

16 Q. Sure.

17 A. Yes. Yes, we had internal resources, had to do  
18 some development to take that XML, convert it into our  
19 internal XML format, and have our system process those  
20 transactions.

21 Q. Then what about on an ongoing basis, are there  
22 internal costs?

23 A. Just for support.

24 Q. Based on your experience to date, is MEDIACC  
25 stable?

0116

1           A.  Yes.  We don't -- we experience very few outages  
2  related to MEDIACC.

3           Q.  Let me just ask you this question, because I  
4  don't really understand how it would work.  If PAETEC --  
5  let me just back up.  Have you reviewed the tech specs  
6  for the MTG XML interface?

7           A.  Yes.

8           Q.  You made some suggestions to Qwest with regard  
9  to some things that PAETEC thought weren't in there that  
10 should be?

11          A.  In the XML or you're referring to the CMIP  
12 proposal?

13          Q.  No.  The MTG XML.

14          A.  Yes, yes, we made a few suggestions based on our  
15 experience and our level of automation that could help  
16 both companies, that we would like to have included.

17          Q.  Okay.  And do you know if Qwest included those?

18          A.  I do not know that.

19          Q.  Do you know that they didn't or just don't know?

20          A.  No, I don't know.  I haven't -- I don't believe  
21 I've seen the final tech specs to know if that has been  
22 included or not.

23          Q.  Now, PAETEC has experience converting from a  
24 CMIP system protocol to an XML for our functions.  Is  
25 that right?



0117

1 A. For our functions?

2 Q. Yes.

3 A. Or for other carriers?

4 Q. Other carriers?

5 A. Other carriers?

6 Q. Yes.

7 A. Yes, we've converted from the CMIP interface to  
8 a new XML interface with AT&T. I don't know the exact  
9 date. I think it was in the 2007 time frame.

10 Q. Would that experience help you if you were to  
11 decide to convert from CMIP to XML for Qwest?

12 A. It would certainly help, but it -- you just  
13 can't copy it. It would still take some significant  
14 development work. The XML is very similar, but each  
15 company can take the TML XML standard format and  
16 customize it to its own need, so we have to do  
17 development related to that, and also the basic web  
18 services providing that -- the XML transactions are  
19 fundamentally different in a way that AT&T and  
20 CenturyLink are going to implement them, and also we  
21 would need to do internal development to handle our --  
22 how our internal automation works related to that  
23 interface, the new interface.

24 Q. Is it correct to describe XML as a language?

25 A. Yeah, at a high level it is. It's a messaging

0118

1 format, yes.

2 Q. If PAETEC already speaks XML, and has to convert  
3 to CMIP through this Monfox software, why can't you use  
4 that XML to interface with MTG, which is going to speak  
5 XML?

6 A. It is -- there needs to be two separate --  
7 separate interfaces, two separate logic streams. The  
8 XML being used will be very similar, but there will be  
9 differences in the formatting, depending on what  
10 Qwest -- or CenturyLink, I'm sorry, does differently,  
11 and values in the XML messages may be different. You  
12 know, the TML XML standard is just a template, so those  
13 differences do have to be accounted for.

14 Q. PAETEC has said that it could devote IT  
15 resources to start working on an XML interface by July  
16 of this year?

17 A. No sooner than that.

18 Q. No sooner than that.

19 A. That would be at the earliest.

20 Q. Do you have a preference as between XML and  
21 CMIP?

22 A. In this case we have the CMIP interface up and  
23 running. If there were no proposed changes, we would  
24 not be interested in making that change. We have no  
25 problems with it, we have software support and

0119

1 maintenance for it, so in this case we would have no  
2 preference over implementing XML or CML.

3 Q. If you had to start building a system from the  
4 ground up, would you have a preference?

5 A. If we started from scratch, yes, we would start  
6 with XML.

7 Q. Now, Mr. Hansen, could you turn to page 6 of  
8 your direct testimony, CH-1T.

9 A. Okay.

10 Q. Do you see footnote two? There you have a cite  
11 to the ATIS website.

12 A. Yes.

13 Q. You did not include that document that is at the  
14 end of that link with your testimony, did you?

15 A. I do not believe so, no.

16 Q. Would you recognize it if I showed it to you?

17 A. I believe that would be -- yeah, I would.

18 Q. Okay.

19 MS. ANDERL: Your Honor, I'm going to distribute  
20 another exhibit. It's going to be marked I guess as  
21 CH-6.

22 JUDGE FRIEDLANDER: That's fine. Thank you.

23 The exhibit has been marked as CH-6.

24 (Exhibit CH-6 was offered.)

25 MS. ANDERL: Thank you, Your Honor.

0120

1 BY MS. ANDERL:

2 Q. Mr. Hansen, do you have a copy of the exhibit in  
3 front of you that's now been marked as CH-6?

4 A. Yes, I do.

5 Q. Do you recognize that as the ATIS standard that  
6 is at the end the link that you cited in footnote two?

7 A. Yes. It appears to be that -- it appears to be  
8 the standards document.

9 Q. Mr. Hansen, that document was approved by the  
10 Wireless Technologies and Systems Committee. Is that  
11 right? Is that what it says?

12 A. Yes, that's what it says.

13 Q. Is there another part of ATIS that works  
14 specifically on CLEC to ILEC interconnection standards?

15 A. I couldn't tell you.

16 Q. Are you familiar with the Telecom Management and  
17 Operations Committee, or the TMOC?

18 A. No, I'm not familiar.

19 Q. Can you point me, Mr. Hansen, to any place in  
20 this document where either trouble administration or  
21 repair is referenced in this standard?

22 MR. MERZ: Your Honor, I'll just note for the  
23 record it's obviously a very lengthy document with a lot  
24 of small and very technical print. I don't know if the  
25 witness is being asked to kind of review this in detail

0121

1 at this point or precisely what he's being asked to do.

2 MS. ANDERL: Well, Your Honor, if we need to  
3 take this up after a break, that's fine, but he cited it  
4 in his testimony, I think it's fair to ask him about it.

5 JUDGE FRIEDLANDER: I agree. So if there was an  
6 objection, it was overruled.

7 THE WITNESS: Should I take the time now to  
8 review it?

9 MS. ANDERL: That would be fine.

10 JUDGE FRIEDLANDER: Mr. Hansen, if you do need  
11 some additional time to review, to look for the repair  
12 and maintenance, that's fine.

13 THE WITNESS: Yes, please.

14 JUDGE FRIEDLANDER: We'll go off the record for  
15 a moment. Thank you.

16 (A break was taken from 10:40 a.m. to 10:51 a.m.)

17 JUDGE FRIEDLANDER: We're go back on the record,  
18 and we were having cross-examination from Ms. Anderl.

19 MS. ANDERL: Yes. And I think there was a  
20 question pending, that the witness was going to take  
21 some time to look at to Exhibit CH-6 and see if he could  
22 answer.

23 BY MS. ANDERL:

24 Q. Do you need me to repeat the question?

25 A. Yes, please, if you would.

0122

1 Q. I don't know if I can do it exactly, but I think  
2 that the question generally was can you point me to  
3 anything in this standard that addresses either trouble  
4 administration or repair.

5 A. No, I cannot. This document is a high level how  
6 to invoke CMIP protocol-type document. It doesn't get  
7 into the details of how to use -- you know, of the  
8 detailed repair or EBTA-type transactions.

9 Q. Let's see. Are you generally familiar with  
10 standards as part of your job responsibilities?

11 A. Generally, at a high level.

12 Q. Does PAETEC participate in ATIS?

13 A. No, we do not.

14 Q. So you're not a member?

15 A. No.

16 Q. But you agree it is a standards body that  
17 establishes standards generally accepted for  
18 telecommunications in the United States?

19 A. Yes, that's my understanding.

20 MS. ANDERL: Your Honor, did I move  
21 Exhibit CH-6? I don't think I did.

22 JUDGE FRIEDLANDER: Not yet.

23 MS. ANDERL: I would move its admission.

24 JUDGE FRIEDLANDER: Are there any objections?

25 MR. MERZ: No objections.

0123

1 JUDGE FRIEDLANDER: Thank you. So moved.

2 (Exhibit CH-6 was admitted.)

3 BY MS. ANDERL:

4 Q. Mr. Hansen, from an IT perspective, do you think  
5 it's reasonable for CenturyLink to be concerned about  
6 MEDIACC?

7 A. Yes, given what I've been told and what I've  
8 heard, their hardware is out of date and software is  
9 unsupported and out of maintenance, so there's definite  
10 concern.

11 Q. And is it reasonable for CenturyLink to be  
12 proactive in terms of addressing that concern?

13 A. Yes, proactive measures should be taken to  
14 address that concern of an unstable MEDIACC; what those  
15 practical measures are I think are a big difference. I  
16 think that MEDIACC should have been kept up to date over  
17 the years. I think it's been out of date for quite a  
18 while now. I think it should have been kept up to date  
19 so that we didn't have to come to the point to where we  
20 would need to do an estimated six-month project to get  
21 to a back-up in a case of a failure.

22 Q. Do you think it's prudent for a company to have  
23 a back-up plan in case of an OSS failure?

24 A. Yes, I do.

25 Q. Have you reviewed the Qwest/CenturyLink disaster

0124

1 recovery plan for MEDIACC?

2 A. Yes, I have.

3 Q. And does PAETEC have a back-up plan in case of a  
4 MEDIACC failure?

5 A. In case of a MEDIACC failure?

6 Q. Yes.

7 A. As a business?

8 Q. Yes.

9 A. I believe they would -- well, they would have to  
10 go manual. They would have -- I guess a MEDIACC  
11 failure, that would mean CEMR was unavailable also, so  
12 they would have to go manual, and that's what they do  
13 when there is an outage today, they get on the phones  
14 and do manual ticketing.

15 Q. If MEDIACC stays in place for the 30 months set  
16 forth in the merger settlement agreement, and functions  
17 as it has in the past, would PAETEC believe that  
18 CenturyLink is violating the merger settlement  
19 agreement?

20 A. It's my understanding that it would be, because  
21 it is -- if it stays up the whole time?

22 Q. Yes.

23 A. It's still my understanding that it would be  
24 because it's -- providing an MTG is serving as the  
25 back-up, and would be the replacement in case of a



0125

1 failure.

2 Q. And I'm going to direct you to an exhibit that  
3 is attached to Bonnie Johnson's testimony, which is  
4 Exhibit BJJ-3. And I can provide you a copy of it. It  
5 is the merger settlement agreement. I wanted to ask  
6 you, I'll bring it up there in just a minute, but I  
7 wanted to ask you what provision of the merger  
8 settlement agreement you believe that would be in  
9 violation by having MTG as a back-up.

10 MS. ANDERL: Your Honor, may I approach the  
11 witness?

12 JUDGE FRIEDLANDER: Sure.

13 BY MS. ANDERL:

14 Q. Mr. Hansen, I've handed you Exhibit BJJ-3, and  
15 it's open to paragraph 12 of the merger settlement  
16 agreement between Qwest and CenturyLink and Integra.

17 JUDGE FRIEDLANDER: I'm not sure you mean BJJ-3.  
18 That is the chronology.

19 MS. ANDERL: I'm sorry. I'm looking at the tab,  
20 not the exhibit list. It's BJJ-5.

21 MS. CAMERON-RULKOWSKI: You mean the joint CLECs  
22 or the Integra settlement agreement?

23 MS. ANDERL: BJJ-4. Four. This is very  
24 confusing.

25 JUDGE FRIEDLANDER: You said paragraph 12?

0126

1 MS. ANDERL: Yes.

2 JUDGE FRIEDLANDER: Thank you.

3 THE WITNESS: I'm sorry.

4 BY MS. ANDERL:

5 Q. I think I had it open to the right page,  
6 Mr. Hansen, I think I just described the exhibit  
7 incorrectly. In that notebook it is probably tabbed as  
8 BJJ-3. Do you have it?

9 A. Yes.

10 Q. Do you see that paragraph 12 addresses OSS?

11 A. Yes, I see paragraph 12.

12 Q. Are you generally familiar with the provisions  
13 of that paragraph?

14 A. At a very high level. I was not involved in  
15 writing this or interpreting it.

16 Q. And so when you say it's your understanding that  
17 Qwest would still be violating that merger settlement  
18 agreement by having MTG available even if MEDIACC didn't  
19 fail, how did you come to that understanding?

20 A. Through consulting with my legal department and  
21 giving their -- them giving their interpretation of  
22 this.

23 Q. And so can you independently then point me to a  
24 provision that you think we'd be in violation of?

25 A. I'm not sure if I could or not. I would have to

0127

1 review this.

2 Q. Are you aware of whether there is any provision  
3 in that merger settlement agreement that prohibits  
4 Qwest/CenturyLink from having an additional OSS system  
5 beyond that which was available in 2011?

6 A. It was my understanding that there wouldn't be  
7 any new systems that would be integrated, that would be  
8 possible to integrate with.

9 Q. Does it say in there any place that you are  
10 aware that Qwest cannot add a system?

11 A. I would have to read it.

12 JUDGE FRIEDLANDER: Mr. Hansen, do you need a  
13 minute?

14 THE WITNESS: Yes, please. I'm sorry, I wasn't  
15 prepared to --

16 JUDGE FRIEDLANDER: That's okay.

17 THE WITNESS: -- talk about the settlement  
18 agreement.

19 (Pause in proceedings.)

20 THE WITNESS: So I think my understanding is  
21 that MTG was -- and I know your question was if MEDIACC  
22 stayed up the whole time. Right?

23 MS. ANDERL: Yes, it was.

24 THE WITNESS: Okay. My understanding was that  
25 MEDIACC was in risk of having a catastrophic failure, an

0128

1 unrecoverable failure, so that in that case it would,  
2 MTG would be deemed as the replacement of MEDIACC.

3 BY MS. ANDERL:

4 Q. So the violation would occur if MEDIACC failed?

5 A. Yes, I believe so.

6 MS. ANDERL: A couple more exhibits that we're  
7 going to go through here. Your Honor, I'm going to  
8 distribute another data request response to be marked as  
9 Exhibit CH-7.

10 JUDGE FRIEDLANDER: Thank you.

11 (Exhibit CH-7 was offered.)

12 BY MS. ANDERL:

13 Q. Mr. Hansen, do you have that exhibit in front of  
14 you?

15 A. Yes.

16 Q. Do you recognize that as a -- what I'm looking  
17 at is the very bottom of the page that says "Request  
18 No. 1-7: Is MEDIACC," and then immediately goes to the  
19 next page.

20 A. Yes.

21 Q. And then so you see the question there, and the  
22 objection below it, and then the response below that.

23 A. Yes.

24 Q. Did you assist in the preparation of this  
25 response?

0129

1 A. I'm sorry. Can I have a second to look at it?

2 JUDGE FRIEDLANDER: Sure, sure.

3 (Pause in proceedings.)

4 THE WITNESS: Yes, I did have input into this.

5 BY MS. ANDERL:

6 Q. Does this appear to be a true and correct copy  
7 to the best of your knowledge of the request No. 7 and  
8 the joint CLEC response?

9 A. To the best of my knowledge, yes.

10 MS. ANDERL: Your Honor, I'd move CH-7.

11 JUDGE FRIEDLANDER: Okay. Any objections?

12 MR. MERZ: No objection, Your Honor. Thank you.

13 JUDGE FRIEDLANDER: So moved.

14 (Exhibit CH-7 was admitted.)

15 BY MS. ANDERL:

16 Q. Mr. Hansen, I just wanted to ask you about this  
17 response, because in the response on the second page it  
18 says that the joint CLECs don't believe MEDIACC is  
19 outdated. Do you see that?

20 A. Yes.

21 Q. I thought I heard you say in response to my  
22 questions a few moments ago that MEDIACC was outdated.

23 A. All right. Maybe I should clarify. MEDIACC  
24 hardware and software that are on MEDIACC are outdated  
25 from what we have been told by CenturyLink. The

0130

1 function that it performs and how it performs is not  
2 outdated. The CMIP protocol, I don't consider it to be  
3 outdated. We have no problems with it, we can get  
4 maintenance and support on it. I think that's what this  
5 is referring to. It says the -- we do not believe  
6 MEDIACC is outdated.

7 Q. Okay. Thank you for that clarification.

8 A. You're welcome.

9 MS. ANDERL: Your Honor, I have one more exhibit  
10 that I'd like to mark as CH-8.

11 JUDGE FRIEDLANDER: This two-page exhibit has  
12 been marked as CH-8.

13 (Exhibit CH-8 was offered.)

14 BY MS. ANDERL:

15 Q. Mr. Hansen, I'm going to ask you some questions  
16 about this document in a few minutes, but I do just want  
17 to go back right now and ask you one more question about  
18 Monfox.

19 A. Okay.

20 Q. Would you use Monfox to develop the XML-to-XML  
21 interface when and if you do start to use the MTG  
22 protocol -- or the MTG interface, rather?

23 A. No, we would not. Monfox does not provide that  
24 type of interface, the XML to XML, and we have the  
25 in-house experience to do that, so it would be preferred

0131

1 that we use in-house resources.

2 Q. Mr. Hansen, looking at what's been marked as  
3 Exhibit CH-8. This is an ATIS news release dated  
4 June 17th, 2004. I don't know if you've ever seen it  
5 before, but I did want to ask you a few questions about  
6 the statements contained in this.

7 A. Okay. Should I review it first?

8 Q. Why don't you just take a quick look at it.

9 A. Okay.

10 Q. Do you have an understanding outside of what's  
11 in this document what a service neutral e-business  
12 framework is?

13 A. Service neutral --

14 Q. It's kind of in the headline there. "ATIS  
15 releases Telecom standards work plan for service neutral  
16 e-business framework."

17 A. I believe what it would refer to is that these  
18 e-business services would not be specific to any one  
19 certain function of Telecom Company. There wouldn't be  
20 one directed towards repair, a different one for LSRs, a  
21 different one for ASRs, that sort of thing.

22 Q. Do you understand from reviewing this press  
23 release that ATIS has identified certain barriers to  
24 electronic data interchange?

25 MR. MERZ: Your Honor, I'm going to object on

0132

1 grounds of lack of foundation. I don't believe this  
2 witness has said that he knows anything about this  
3 document, other than the fact that he's read it.

4 JUDGE FRIEDLANDER: Ms. Anderl?

5 MS. ANDERL: Well, I could ask him that same  
6 question without the document. He's said that he's  
7 familiar with ATIS standards, and that, you know, this  
8 is a standards body that promulgates standards for the  
9 industry. I'm just wanting to explore whether he is  
10 familiar with --

11 JUDGE FRIEDLANDER: I think he can answer if  
12 he's familiar with it.

13 MR. MERZ: And that's a different question, and  
14 I wouldn't object to that question.

15 JUDGE FRIEDLANDER: Okay.

16 MS. ANDERL: What was that question?

17 BY MS. ANDERL:

18 Q. Mr. Hansen, are you familiar with whether or not  
19 ATIS has identified certain barriers to electronic data  
20 interchange?

21 A. No. Before bringing this up, I have not -- was  
22 not aware of that.

23 Q. Can you take a look at the third bullet point,  
24 please, which is on page 2.

25 A. The one that starts "with a lack of"?



0133

1 Q. No. I'm sorry. "Multiple solutions inhibiting  
2 the uniform implementation of new services."

3 In that third bullet point there, would you  
4 agree that ATIS has identified that there are barriers  
5 to the implementation of new services that include --

6 MR. MERZ: Your Honor, I object on grounds of  
7 lack of foundation, and also object to reading from a  
8 document that's not in evidence.

9 JUDGE FRIEDLANDER: Well, we can put it in  
10 evidence right now.

11 MR. MERZ: If it's going to be offered, then I'd  
12 object on grounds of lack of foundation. I don't think  
13 this witness is sufficiently familiar with it to be able  
14 to identify it and provide a foundation for its  
15 admission.

16 JUDGE FRIEDLANDER: I guess I need to ask you,  
17 Mr. Hansen, if you are comfortable identifying and  
18 discussing this news release.

19 THE WITNESS: I could -- well, I won't be able  
20 to talk as to what ATIS was trying to get to. I could  
21 maybe -- if there was some specific questions on whether  
22 I agree with it or not. I mean --

23 JUDGE FRIEDLANDER: Okay. I guess, Mr. Merz,  
24 what are you specifically objecting to with regards to  
25 foundation?

0134

1           MR. MERZ: Well, that we have a witness here  
2 that's being asked about a document that I think he's  
3 just seeing now for the very first time, and Ms. Anderl  
4 is reading from the document and asking him if he's  
5 aware of ATIS having drawn some conclusion or made some  
6 pronouncement. I just don't think there's any  
7 foundation for this witness to be talking about this  
8 particular document. If she has general questions about  
9 what ATIS has done or not done, he can obviously answer  
10 those to the extent he can, but I don't think it's  
11 appropriate to ask him in the context of this document.

12           JUDGE FRIEDLANDER: Okay. Well, I'm going to  
13 overrule the objection as long as the questions are  
14 limited to what's specifically stated in this news  
15 release and not asking the witness about ATIS and what  
16 went into their decisions.

17           MS. ANDERL: Thanks, Your Honor. And we can  
18 establish a foundation for admission of this document  
19 through Ms. Albersheim if that's necessary so that the  
20 document is in the record and this part of the  
21 transcript is clear.

22           JUDGE FRIEDLANDER: Okay. That's fine.

23 BY MS. ANDERL:

24           Q. So, Mr. Hansen, are you aware of ATIS having  
25 determined that it's appropriate to move forward toward

0135

1 the next generation of OSS interconnection standards?

2 A. I had no previous knowledge of this data  
3 interchange work plan.

4 MS. ANDERL: Then nothing else, Your Honor.

5 JUDGE FRIEDLANDER: Thank you.

6 MS. ANDERL: We would either offer this exhibit  
7 now as Exhibit CH-8 or establish foundation and offer it  
8 later.

9 JUDGE FRIEDLANDER: Mr. Merz, did you still want  
10 to voice your objection?

11 MR. MERZ: We would maintain our objection on  
12 grounds of lack of foundation with this witness.

13 JUDGE FRIEDLANDER: All right. Well, then with  
14 this witness. Well, then I'll hold the motion to move  
15 into evidence until we have established  
16 Ms. Albersheim's --

17 MR. MERZ: Just so it's not a surprise, my  
18 position at that time is that if there were direct  
19 evidence that they wanted to offer, that should have  
20 come in on a prefiled basis, not now at the hearing. I  
21 think, you know, what was expected was the parties would  
22 offer their direct evidence and prefile that so everyone  
23 had an opportunity to review it and consider it and  
24 determine whether there were cross-examination issues  
25 that needed to be raised.

0136

1           So, you know, I don't want people to be  
2 surprised, but when it comes up with Ms. Albersheim, I  
3 will object to it then as well, but for a different  
4 reason.

5           JUDGE FRIEDLANDER: Well, I believe the only  
6 reason that we would be entertaining a motion for this  
7 to come into evidence then is because you've raised the  
8 objection to begin with for foundation. I don't believe  
9 that this is a direct exhibit. I believe that it's  
10 still a cross-examination exhibit for Mr. Hansen.

11           MR. MERZ: If it's to be a cross-examination  
12 exhibit for Mr. Hansen, I believe there needs to be some  
13 showing that Mr. Hansen is sufficiently familiar with  
14 the document to be asked questions about it. So my  
15 objection as to offering with Mr. Hansen is that  
16 foundation hasn't been established. My objection with  
17 respect to Ms. Albersheim is it is unfair surprise  
18 because the document should have been prefiled at the  
19 time of Ms. Albersheim's testimony.

20           JUDGE FRIEDLANDER: Ms. Anderl?

21           MS. ANDERL: Well, I guess to some extent, Your  
22 Honor, the fact that the witness is not familiar with it  
23 is part of the point. And could we have filed it as  
24 direct? Yes. Do I think that there will likely be an  
25 opportunity for me to admit it through Ms. Albersheim on

0137

1 redirect? I think that would be a fair opportunity. I  
2 don't know where Mr. Merz is going to go on his  
3 cross-examination, but if he does a line of  
4 cross-examination much as he did in Colorado, these  
5 types of issues were discussed.

6 JUDGE FRIEDLANDER: And given Mr. Hansen's  
7 reference to ATIS, and the industry standards, I think  
8 for the purposes that Ms. Anderl has outlined as far as  
9 indicating that Mr. Hansen is unfamiliar with this  
10 document, it should be -- there's a foundation there,  
11 and so if Ms. Anderl moves now, given the fact that this  
12 is intended to demonstrate Mr. Hansen's lack of  
13 familiarity with this document, then I'm willing to  
14 entertain that motion, despite the objection.

15 MS. ANDERL: I will move the document.

16 JUDGE FRIEDLANDER: Are there any other  
17 objections to admission of this document?

18 Okay, hearing none. So admitted for that  
19 purpose.

20 (Exhibit CH-8 was admitted.)

21 MS. ANDERL: That concludes my cross for this  
22 witness as well.

23 JUDGE FRIEDLANDER: Thank you.

24 Mr. Merz, redirect?

25 MR. MERZ: Thank you, Your Honor. Just a few

0138

1 briefs points.

2 REDIRECT EXAMINATION

3 BY MR. MERZ:

4 Q. You had some questions by Ms. Anderl regarding  
5 whether the Integra settlement agreement had been  
6 breached. Were you involved in the negotiation of the  
7 Integra settlement agreement?

8 A. No.

9 Q. Is there a joint CLEC witness that will be  
10 testifying today that is in a better position than you  
11 are to testify regarding the Integra settlement  
12 agreement?

13 A. Yes, there will be.

14 Q. Who is that witness?

15 A. Doug.

16 Q. Mr. Denney?

17 A. Mr. Denney, yes.

18 Q. I'd like you to refer to hearing Exhibit BJJ-5,  
19 which is actually under tab four in that big notebook  
20 that you have in front of you. Do you recognize that  
21 document as the settlement agreement that PAETEC entered  
22 into with CenturyLink and Qwest?

23 A. I'm sorry. BJJ-4, is that the one?

24 Q. It's hearing Exhibit BJJ-5, but it's under  
25 tab four in Ms. Johnson's testimony.

0139

1           JUDGE FRIEDLANDER:  If it would be helpful for  
2  counsel to approach the witness, that's fine.

3           MR. MERZ:  This is the one.

4           THE WITNESS:  Okay.

5  BY MR. MERZ:

6         Q.  Do you have it there now, sir?

7         A.  Yes, sir.

8         Q.  Do you recognize that as the settlement  
9  agreement that PAETEC and actually other CLECs entered  
10 into with Qwest and CenturyLink?

11        A.  It appears to be, yes.

12        Q.  If you go to page 3 of 7.  It says in the upper  
13 right-hand corner page 3 of 7.

14        A.  Okay.

15        Q.  If you look at the paragraph that refers to  
16 functional equivalency, if you would just read the first  
17 sentence to yourself.

18           MS. ANDERL:  Your Honor, I object.  This is  
19 outside the scope of my cross.

20           MR. MERZ:  Well, her cross concerned a violation  
21 of the settlement agreement, and the point here is that  
22 there's also another settlement agreement that PAETEC  
23 has entered into, and there's also an issue as to  
24 whether that settlement agreement has been violated.

25           MS. ANDERL:  But this witness answered questions

0140

1 with regard to violations of settlement agreements, and  
2 these documents are in the record. I think that this is  
3 something that could be addressed on the brief, but this  
4 is not a document that I asked this witness about, nor  
5 did he point me to it when I discussed violations of the  
6 settlement agreement with him.

7 JUDGE FRIEDLANDER: And I would have to say that  
8 Mr. Hansen was asked about the other settlement  
9 agreement and not about PAETEC. It was a different  
10 exhibit. So I'm going to have to sustain the objection.

11 BY MR. MERZ:

12 Q. You also, Mr. Hansen, talked about the  
13 appropriateness of Qwest having a back-up plan for  
14 MEDIACC. Is that right?

15 A. Yes, I did.

16 Q. In your view, will MTG be an effective back-up  
17 plan for PAETEC?

18 A. No, it will not be. It will require resources  
19 being pulled off of current projects and put onto this  
20 replacement project and we've estimated that to be about  
21 a six-month project.

22 Q. You also had some questions about the CMIP  
23 interface. A number of questions, in fact. Can you  
24 tell me how it was that PAETEC came to be using the CMIP  
25 interface?



0141

1           A. Yes. When the EBTA function was provided, Qwest  
2 stipulated that that protocol be used, and that's what  
3 they were providing their -- they provided CMIP as the  
4 protocol to their EBTA platform.

5           Q. Was that a decision that Qwest made or one that  
6 PAETEC made?

7           A. To my knowledge, that was a decision that Qwest  
8 made.

9           Q. If you would refer to your direct testimony,  
10 Exhibit CH-3, which is actually under tab two of that  
11 notebook. You recognize that is excerpted from the  
12 interconnection agreement?

13          A. Yes.

14          Q. I'm going to refer you to section 12.2.2. Tell  
15 me when you have that.

16          A. Okay.

17          Q. Does that provision refer specifically to this  
18 CMIP protocol?

19          A. Yes, in 12.2.2.3 it states MEDIACC interface  
20 will use CMIP protocol.

21               MR. MERZ: Nothing further.

22               Thank you, sir.

23               JUDGE FRIEDLANDER: Thank you.

24               I did have one clarification question that I  
25 wanted to ask.

0142

1           On cross-examination, you discussed with  
2 Ms. Anderl suggestions that PAETEC may have made to  
3 Qwest/CenturyLink about modifications to the XML  
4 platform with MTG. When were those discussions and when  
5 were those suggestions made? And it doesn't have to  
6 be -- I don't need a specific date, but can you give me  
7 a month and a year?

8           THE WITNESS: I believe we reviewed those  
9 specs -- it would have been late spring, early summer of  
10 2011.

11           JUDGE FRIEDLANDER: Okay. Thank you. That's  
12 helpful.

13           With no other questions, I believe the witness  
14 is dismissed.

15           Thank you.

16           MR. MERZ: Mr. Hansen is excused from the  
17 hearing then?

18           JUDGE FRIEDLANDER: That's fine. Yes.

19           MR. MERZ: Thank you.

20           THE WITNESS: Thank you.

21           JUDGE FRIEDLANDER: Thank you so much.

22           Mr. Merz, I believe the next witness is  
23 Ms. Johnson?

24           MR. MERZ: That's correct, Your Honor.

25                                 BONNIE JOHNSON

0143

1           Witness herein, having been first duly sworn on  
2 oath, was examined and testified as follow:

3           THE WITNESS: I do.

4           JUDGE FRIEDLANDER: Thank you. You can be  
5 seated.

6           Mr. Merz, your witness.

7           MR. MERZ: Thank you, Your Honor.

8                           DIRECT EXAMINATION

9 BY MR. MERZ:

10          Q. Good morning.

11          A. Good morning.

12          Q. Please state your name and spell both your first  
13 and last names.

14          A. My name is Bonnie Johnson, B-O-N-N-I-E,  
15 J-O-H-N-S-O-N.

16          Q. By whom are you employed, Ms. Johnson?

17          A. Integra Telecom.

18          Q. You have caused to be filed in this case both  
19 direct and rebuttal testimony. Is that correct?

20          A. That's correct.

21          Q. Your direct testimony has been marked as hearing  
22 Exhibit BJJ-1T. Is that correct?

23          A. That's correct.

24          Q. And the exhibits to that have been marked as  
25 hearing exhibits BJJ-2 through BJJ-73. Is that right?

0144

1 A. That's correct.

2 Q. Those exhibits are actually referred to within  
3 your written testimony as BJJ-1 to BJJ-71. Is that  
4 correct?

5 A. That's correct.

6 Q. Your rebuttal testimony has been marked as  
7 BJJ-74T. Is that correct?

8 A. That's correct.

9 Q. Your rebuttal testimony includes exhibits that  
10 have been marked as hearing exhibits BJJ-75 through  
11 BJJ-82. Is that correct?

12 A. Yes.

13 Q. Those exhibits are referred to within your  
14 testimony as BJJ-2A, BJJ-8B and BJJ-72 through 77. Is  
15 that right?

16 A. That's correct.

17 Q. Ms. Johnson, do you have any corrections to your  
18 testimony?

19 A. I have one minor correction. It's to my direct  
20 testimony, page 74, line three, and that should say 2009  
21 instead of 2008.

22 Q. With that correction, Ms. Johnson, is your  
23 testimony true and accurate to the best of your  
24 knowledge?

25 A. Yes.

0145

1 MR. MERZ: Your Honor, the witness is available  
2 for cross-examination.

3 JUDGE FRIEDLANDER: Thank you.

4 Ms. Anderl?

5 MS. ANDERL: Thank you, Your Honor.

6 CROSS-EXAMINATION

7 BY MS. ANDERL:

8 Q. Good morning, Ms. Johnson.

9 A. Good morning.

10 Q. My name is Lisa Anderl. I'm an attorney  
11 in-house for CenturyLink/Qwest. I'm going to ask you  
12 some questions this morning.

13 You're employed by Integra. Is that correct?

14 A. That's correct.

15 Q. Did you negotiate the Integra settlement in the  
16 merger document?

17 A. I was not directly involved with the  
18 negotiations, but I was in the background.

19 Q. Do you have an IT background at all?

20 A. Not over and above participating in Qwest or now  
21 CenturyLink's CMP.

22 Q. Now, in your job responsibilities with Integra,  
23 have you developed a familiarity with the operations  
24 port systems that Integra uses?

25 A. Integra uses internally or --

0146

1 Q. Yes.

2 A. Okay. A very, very high level.

3 Q. What about the operation support items that  
4 belong to Qwest that Integra uses?

5 A. That we interface with, I'm more familiar with  
6 those.

7 Q. Okay. Great.

8 Do you know how Integra submits trouble reports  
9 or trouble tickets to CenturyLink or Qwest in the  
10 Legacy/Qwest territory?

11 A. Yes. We use CEMR, C-E-M-R, the GUI interface.

12 Q. Do you know what your volume of trouble tickets  
13 is on a monthly basis?

14 A. I don't.

15 Q. You heard me maybe ask Ms. Blanchard some  
16 questions about the number of transactions per ticket.

17 A. Uh-huh.

18 Q. Do you have any familiarity with Integra's  
19 experience in that area, so how many transactions it  
20 takes to open work and close a trouble ticket?

21 A. Somewhat, you know, familiar with the way that  
22 Ms. Blanchard described it. That sounds about accurate  
23 to me. You know, you've got a transaction to open it,  
24 to get one back, and then the transactions going back  
25 and forth as far as the, you know, working through the

0147

1 ticket to completion.

2 Q. Have you ever submitted a trouble ticket through  
3 CEMR?

4 A. I have not.

5 Q. Do you know what's generally involved in doing  
6 that?

7 A. I know what's generally involved.

8 Q. Do you know how long it takes just to open a  
9 ticket?

10 A. I don't. I think it depends on the service, and  
11 what type of information you have to input into the  
12 ticket.

13 Q. So if it was a POTS service, would you be able  
14 to answer the question if it was more specific, as to  
15 POTS, how long a ticket would take to open?

16 A. Well, you know, with POTS, you know, you might  
17 run an MLT test -- metallic loop testing -- an MLT test  
18 because with POTS you can actually, you know, run a test  
19 on the ticket, whereas you wouldn't do that for a design  
20 ticket or for an unbundled loop, so it would vary.

21 Q. How is it that Integra learns from Integra's end  
22 user that they're experiencing trouble with their line?

23 A. The customer may contact Integra directly to  
24 communicate that they're having some type of trouble, or  
25 some -- also some of our circuits are monitored in our

0148

1 network operations center, NOC, and they may get an  
2 alarm, so we might know that there's a trouble on a  
3 circuit before the customer even knows.

4 Q. So if the customer contacts you, it's generally  
5 by phone?

6 A. Yes.

7 Q. And then in order -- well, maybe you've said  
8 that you don't know, but do you know how CEMR works as  
9 an interface? Is it something that you manually type  
10 into, or --

11 A. Yes. I do know that.

12 Q. Okay. Have you ever prepared or submitted  
13 trouble reports via fax?

14 A. It's not our policy to do that. I don't -- I  
15 don't believe, if we're -- if there is some type of a  
16 situation where we would have to do that, I suppose we  
17 would, but it's -- I know it's not our normal process.

18 Q. And what about by phone? Do you sometimes  
19 contact Qwest by telephone?

20 A. I believe that there are times when we contact  
21 by telephone versus using a ticket.

22 Q. Would that possibly be during times when the  
23 system is maybe down for maintenance or something?

24 A. That would be, you know, traditionally through  
25 the night, weekends.



0149

1 Q. I see you have a couple of notebooks up there,  
2 Ms. Johnson. Do you have all of your testimony and  
3 exhibits?

4 A. Yes.

5 Q. Could you take a look at the document that is  
6 hearing Exhibit BJJ-3, which is tabbed as BJJ-2.

7 A. Yes. That's a chronology.

8 Q. Okay. That chronology starts in April of 2009.

9 A. Correct.

10 Q. And goes up through -- it really goes up through  
11 October of last year, if you look at page 51. Is that  
12 right?

13 A. Yes. BJJ-28 to my rebuttal testimony actually  
14 is an updated chronology, but this one does, yes.

15 Q. And then after that it says additional documents  
16 moved to end?

17 A. Yes.

18 Q. In preparing that chronology -- did you prepare  
19 this?

20 A. Yes. I was involved in preparing it, yes.

21 Q. And how did you decide what to include in this  
22 chronology?

23 A. We just made an attempt to try and include  
24 everything.

25 Q. So did you intentionally exclude any documents

0150

1 or events that you thought were relevant?

2 A. No, no.

3 Q. Ms. Johnson, we've talked about this before, but  
4 in May of 2011, Qwest withdrew the CEMR retirement  
5 change request. Is that correct?

6 A. That's correct.

7 Q. Where is that reflected in your chronology?

8 A. It, if you go to page 20, line 61, I discuss the  
9 notice that Qwest sent. It's also discussed in line 66,  
10 on page 22, in an e-mail exchange with Mr. Hunsucker,  
11 and that withdrawal notice is also hearing Exhibit  
12 BJJ-12 to my direct testimony, so I discuss in the  
13 description on page 7, the explanation of that exhibit  
14 on page 26, a May 2nd e-mail exchange on page 50, and on  
15 page 57 again in a May 19th e-mail exchange with  
16 Mr. Hunsucker.

17 Q. So Integra was well aware in May of 2011 that  
18 Qwest had withdrawn that change request?

19 A. Correct. Actually, back in I believe it was,  
20 and I can look here, in the February or March time  
21 frame, before they withdraw it, they actually deferred  
22 it.

23 Q. Great.

24 And before we withdrew it, and before we  
25 deferred it, did we also not in March modify that change

0151

1 request to change the description of MTG to no longer  
2 refer to it as a replacement to MEDIACC?

3 A. Yes. But I think -- I think that's in the other  
4 CR, the MTG CR where you modified that. You may have  
5 modified this one as well, but --

6 Q. Do you know if that's in your chronology at all?

7 A. I know that I talk about -- I talk about that in  
8 my direct testimony. If you want to give me some time,  
9 I could probably find that.

10 Q. Let's not do that right now. I just wanted to  
11 still stay on the chronology.

12 A. Okay.

13 Q. It would have been somewhere in your timeline,  
14 it would have been somewhere around starting at line 29,  
15 kind of through line 47 is the month of March. Is that  
16 right?

17 A. Yeah, 22 is the February CMP meeting on 2-16.

18 Q. Right. I think I said line 29.

19 So my question was is there any reference in  
20 this chronology to Qwest removing the reference to MTG  
21 as the replacement to MEDIACC.

22 A. On line 22, February monthly CMP meeting, Qwest  
23 reviewed the revised -- the title on the cover page had  
24 been changed. Oh, okay. That's about the Power Point.

25 Q. You know, Ms. Johnson, why don't we move on from

0152

1 that, because I don't want to make you read that whole  
2 exhibit while we're waiting.

3 A. Okay.

4 Q. So maybe we can just kind of cut to the chase,  
5 and I'll just ask you, do you agree that in March Qwest  
6 did change the description of the MTG and remove the  
7 reference to replacement of MEDIACC?

8 A. I agree that they did that on the MTG CR.

9 Q. Okay.

10 A. Yes. At some point. And I don't know if it was  
11 March.

12 Q. Okay. And by May, Integra knew that the CRs  
13 were either withdrawn or deferred?

14 A. Correct.

15 Q. And do you know when Integra filed the complaint  
16 that started this docket?

17 A. I don't know exactly. June maybe?

18 Q. So it was after May?

19 A. It was after May.

20 Q. Have you discussed the MEDIACC MTG issues with  
21 any folks in your IT department at Integra?

22 A. Yes.

23 Q. What was the nature of those discussions?

24 A. Usually related to, in some respects, the  
25 settlement discussions, which I don't think I can talk

0153

1 about here, and then -- am I right about that?

2 MR. MERZ: That's correct.

3 MS. ANDERL: We all agreed on that.

4 THE WITNESS: Okay. We all agree on that.

5 And, you know, some functional discussions with  
6 Stephanie Pruell, who was our IT person that attends  
7 CMP.

8 BY MS. ANDERL:

9 Q. Can you spell that last name?

10 A. Sure. P-R-U-E-L-L.

11 Q. If The Washington Commission allows  
12 Qwest/CenturyLink to go ahead with implementing MTG, do  
13 you know what Integra's plans are in connection with  
14 that? Will you convert early or will you stay where you  
15 are?

16 A. We have no plans to -- you're talking about  
17 using CEMR with the MTG interface versus the current  
18 MEDIACC --

19 Q. Exactly.

20 A. -- interface?

21 And it's my understanding that that is optional,  
22 and that you can request to do that or not request to do  
23 that, and we have no plans at this time to do that prior  
24 to.

25 Q. Prior to the 30 months that we've all been

0154

1 talking about?

2 A. That's correct.

3 Q. And so Integra at least, MTG will not replace  
4 MEDIACC until after the settlement period expires?

5 A. That's correct. Unless, of course, MEDIACC  
6 experiences catastrophic failure as CenturyLink or Qwest  
7 has indicated they're concerned about.

8 Q. Right. And so assuming MEDIACC stays  
9 operational into the future as it has in the past, it  
10 won't have been retired prior to the 30-month period.  
11 Is that right?

12 A. That's my understanding, yes.

13 Q. And is it also your understanding -- I think  
14 you've said this, but I just want to be clear,  
15 Qwest/CenturyLink is not forcing anyone to convert to  
16 the MTG, the CEMR MTG early?

17 A. That is my understanding, yes.

18 MS. ANDERL: That concludes my questions for  
19 this witness. Thank you.

20 JUDGE FRIEDLANDER: Mr. Merz, redirect?

21 MR. MERZ: I do not have any redirect questions.

22 JUDGE FRIEDLANDER: I assume staff did not  
23 indicate that they had any cross.

24 MS. CAMERON-RULKOWSKI: Correct, Your Honor.

25 JUDGE FRIEDLANDER: Thank you. I have no

0155

1 clarification questions, so the witness is excused.

2 THE WITNESS: Thank you.

3 JUDGE FRIEDLANDER: Thank you.

4 I believe, Mr. Merz, Mr. Denney is the next  
5 witness up?

6 MR. MERZ: Correct. Could we just take a very  
7 short --

8 JUDGE FRIEDLANDER: That's fine.

9 (A break was taken from 11:47 a.m. to 11:49 p.m.)

10 JUDGE FRIEDLANDER: We'll go back on the record.

11 If you'd like to introduce your first witness.

12 MR. MERZ: Thank you, Your Honor. We would like  
13 to call Douglas Denney to the stand.

14 JUDGE FRIEDLANDER: Raise your right hand.

15 DOUGLAS DENNEY

16 Witness herein, having been first duly sworn on  
17 oath, was examined and testified as follow:

18 THE WITNESS: Yes.

19 JUDGE FRIEDLANDER: Thank you. You can be  
20 seated.

21 Mr. Merz?

22 DIRECT EXAMINATION

23 BY MR. MERZ:

24 Q. Good morning, Mr. Denney.

25 A. Good morning.

0156

1 Q. Please state your name and spell both your first  
2 and last names.

3 A. Name is Douglas Denney, D-O-U-G-L-A-S,  
4 D-E-N-N-E-Y.

5 Q. You have caused both direct and rebuttal  
6 testimony to be filed in this case. Is that correct?

7 A. Yes.

8 Q. Your direct testimony has been marked as hearing  
9 Exhibit DD-1T. Is that correct?

10 A. That's correct.

11 Q. And your rebuttal testimony has been marked as  
12 DD-2CT. Is that correct?

13 A. That's correct.

14 Q. And your rebuttal testimony includes five  
15 exhibits. Is that correct?

16 A. Yes.

17 Q. Those exhibit have been marked as hearing  
18 exhibits DD-3, DD-4C, DD5-C, DD-6C, and DD-7. Is that  
19 right?

20 A. That's correct.

21 Q. And those exhibits are also referred to within  
22 your testimony as DD-1 through DD-5. Is that correct?

23 A. Correct.

24 Q. Do you have any corrections to either your  
25 direct or rebuttal testimony?



0157

1           A. I do have, unfortunately, five corrections.  
2 They're all deletions, though, so I think they're all  
3 pretty simple. The first would be in my direct  
4 testimony, on page 44, starting at line five, after the  
5 semicolon, it refers to the March 10th, 2011 settlement  
6 agreement with Integra in Washington, Integra merger  
7 agreement. That should be stricken.

8           JUDGE FRIEDLANDER: So just that clause?

9           THE WITNESS: Yes.

10          JUDGE FRIEDLANDER: "The March 2011 settlement  
11 agreement with Integra in Washington," and then the  
12 parens?

13          THE WITNESS: Yes, that should be deleted.

14          JUDGE FRIEDLANDER: Thank you.

15          THE WITNESS: The other changes are in my  
16 rebuttal testimony. The first is on page 25, line 11.  
17 I refer to the Colorado performance assurance plan.  
18 That should -- we can just delete "Colorado." The  
19 performance assurance plan. The -- and then I have CPAP  
20 in parenthesis on that line. We can delete the C,  
21 though the plans are different for this particular  
22 aspect, they're -- this testimony -- the rest of the  
23 testimony is the same for that.

24          JUDGE FRIEDLANDER: Okay.

25          THE WITNESS: And then on page 26, in the first

0158

1 line, we can delete the C from CPAP. And then the last  
2 one is on page 32.

3 JUDGE FRIEDLANDER: And I believe you submitted  
4 a revised page 32. Is that correct?

5 THE WITNESS: That is correct. But I believe  
6 that in that revision -- there are two footnotes, 115 at  
7 the bottom of the page.

8 JUDGE FRIEDLANDER: I see.

9 THE WITNESS: I'm not sure how Bill Gates  
10 managed that, but the first one referring to this  
11 Colorado staff testimony, that one should be deleted.

12 And that's it.

13 JUDGE FRIEDLANDER: Okay. Thank you.

14 BY MR. MERZ:

15 Q. So with those corrections, Mr. Denney, is your  
16 direct and rebuttal testimony true and accurate to the  
17 best of your knowledge?

18 A. Yes.

19 MR. MERZ: Mr. Denney is available for cross.

20 JUDGE FRIEDLANDER: At this time we'll go ahead  
21 and take our lunch recess. I assume an hour sounds  
22 okayish?

23 Then we will be back here at about five to 1.

24 Thank you.

25 (A luncheon recess was taken from 11:55 a.m. to

0159

1 1:00 p.m.)

2 JUDGE FRIEDLANDER: So we're go back on the  
3 record, and I believe before the lunch recess we were  
4 going to pick up with cross-examination of the witness.  
5 Is that correct, Mr. Merz?

6 MR. MERZ: That is correct, Your Honor.

7 JUDGE FRIEDLANDER: Okay. Thank you. I believe  
8 Mr. Denney is going to be cross-examined by Mr. Goodwin.

9 MR. GOODWIN: Yes. Thank you, Your Honor.

10 CROSS-EXAMINATION

11 BY MR. GOODWIN:

12 Q. Good afternoon, Mr. Denney. I wanted to talk  
13 with you first about the errata that you filed.

14 A. Okay.

15 Q. And the purpose of the errata was to clarify  
16 that Integra is not seeking changes to the PAP, or the  
17 performance assurance plan, as part of this case.  
18 Correct?

19 A. That is correct.

20 Q. And that's because in the merger settlements the  
21 parties agreed that the PAP should not change for three  
22 years as part of those agreements?

23 A. Well, not exactly. The merger settlement said  
24 parties would not propose changes for 18 months, and  
25 then it said that CenturyLink or Qwest would not seek to

0160

1 withdraw it for three years. And so I -- I went a  
2 little too far putting that proposal into my testimony  
3 and so I struck it out when I realized that.

4 Q. The joint CLECs are not seeking that type of  
5 relief in this case. Correct?

6 A. That's -- we're not making a proposal -- we're  
7 not making a proposal regarding the performance  
8 measures, yes.

9 Q. You are here today testifying on behalf of  
10 Integra and the joint CLECs in this case. Right?

11 A. Yeah, I believe -- that's right. I know I'm  
12 here for Integra, and I know -- I mean, the joint CLECs  
13 have worked together on this. I believe that's right.

14 Q. But you're not testifying on behalf of all CLECs  
15 in general?

16 A. That's correct.

17 Q. It's possible that different CLECs might have a  
18 different view as to whether or not MTG should be  
19 offered as a general proposition, or a different view of  
20 the merger settlements than Integra has. Correct?

21 A. Yes. Certainly other carriers may have a  
22 different view or desires, but I think the merger  
23 settlement agreement controls regardless of what other  
24 carriers' preferences are.

25 Q. There are some users of CEMR or MEDIACC who are

0161

1 not parties to this case and who are not parties to the  
2 merger agreements, though, probably. Right?

3 A. Yes, that's the case. Certainly they had an  
4 opportunity to be involved in the merger cases and this  
5 docket as well.

6 Q. But you're not purporting to speak on their  
7 behalf?

8 A. That's right.

9 Q. In your work background, I noticed most of it  
10 has to do with cost and interconnection issues. I take  
11 it you were not an IT or information technology  
12 professional?

13 A. Right. I'm not an IT professional. My work is  
14 broader than just cost and interconnection, I mean,  
15 that's primarily what I've done, but pretty much any  
16 type of policy issues that arise up kind of between the  
17 companies I get involved in.

18 Q. But you haven't worked with IT groups or -- as  
19 part of your job function has not included information  
20 technologies. Correct?

21 A. Right. My job -- right. The latter part -- we  
22 worked with the IT groups as we do all the business  
23 units, and all the units at our company, but I'm not an  
24 IT professional, I don't -- I don't directly do work for  
25 the IT department.

0162

1 Q. And you don't work with OSS or operations  
2 support systems. Correct?

3 A. I don't -- on a regular basis, I do not work  
4 with those systems. I have -- I have been into, you  
5 know, the IMA system or the CEMR system. There are  
6 occasions where I need information that's contained in  
7 them, but I don't work with them on a daily basis. I  
8 don't place our trouble reports, you know, things like  
9 that.

10 Q. You're not part of the work group that does that  
11 work. Correct?

12 A. That's correct.

13 Q. Integra, just to clarify, Integra does not use  
14 MEDIACC except as MEDIACC is part of CEMR. Right?

15 A. That's correct. We use CEMR, which relies on  
16 MEDIACC.

17 Q. We've talked a lot about e-bonding. MEDIACC is  
18 an e-bonded computer-to-computer interface, meaning that  
19 many, maybe not all, but many reports can be handled  
20 automatically. Correct?

21 A. I mean, if you connect to MEDIACC through an  
22 e-bonded, you know, business to business, or e-bonded  
23 system, then there are a number of the transactions that  
24 can take place on an automatic basis. You can also  
25 connect to MEDIACC through CEMR, which is what most

0163

1 CLECs do.

2 Q. Now, CEMR is not e-bonded, it is a GUI or  
3 graphical user interface, so that every CMIP must be  
4 manually entered by that CLEC personnel. Right?

5 A. Yes. In order for CLEC to enter data into CEMR,  
6 as I understand it, I mean, you need to -- it's a, you  
7 know, web-based application. You would pull it up and  
8 you would enter, type in the data that you need to type  
9 in. There isn't -- there isn't an automatic mechanism  
10 like exists with MEDIACC where, you know, one system  
11 could talk to another system to populate that  
12 information.

13 Q. And other methods that some CLECs use to  
14 communicate and manage troubling reports include things  
15 like faxes or telephone calls without using one of these  
16 systems. Right?

17 A. Right. The faxes is a pretty rare -- is a  
18 pretty rare occurrence across all CLECs when you look  
19 through the number of troubles that come in through fax,  
20 but telephone calls is more common, and that is another  
21 way that carriers could report a trouble.

22 Q. So currently, CLECs have a variety of choices or  
23 alternatives by which they can communicate and manage  
24 trouble reports with Qwest or CenturyLink; that would be  
25 MEDIACC, CEMR, telephone calls, faxes, and I suppose

0164

1 e-mails and other methods of communication. Right?

2 A. I'm not sure about the last thing, whether an  
3 e-mail is considered, you know, it counts as a trouble  
4 report. I'd have to look through -- usually your  
5 agreements outline the ways in which you can report  
6 troubles. There's details to those agreements, and I  
7 don't recall offhand whether you could just send an  
8 e-mail to the company to say I have a trouble. But I  
9 certainly know the -- I agree the fax, you could e-bond  
10 with MEDIACC, CEMR, and a phone call, are valid options  
11 to report a trouble.

12 Q. At least four different alternatives, and we  
13 don't know about the fifth. Is that what we're saying?

14 A. That's correct.

15 Q. And just so we're clear, whether or not MEDIACC  
16 is working, Integra and other CEMR users have to do that  
17 manual entry into CEMR to communicate a trouble report.  
18 Right? That's whether or not MEDIACC is working?

19 A. I'm not sure like the whether or not MEDIACC  
20 works -- because if MEDIACC is not working, and CEMR  
21 goes through MEDIACC, then the use of CEMR is somewhat  
22 useless then, because you can't go through MEDIACC. So  
23 the CLECs may just call -- would call it in in that  
24 instance, and then you wouldn't be typing in information  
25 if you made a phone call. So that's a -- whether or not



0165

1 MEDIACC is working, to get information into CEMR, it's  
2 my understanding you need to type it into CEMR.

3 Q. Right. If MEDIACC is not working, do you know  
4 whether or not that a trouble report can be communicated  
5 by Integra or another CLEC to Qwest or CenturyLink by  
6 the keyboard entry at a computer?

7 A. You know, I'd have to -- if MEDIACC is down, and  
8 then CEMR's ability to report the troubles would be  
9 limited, because CEMR relies upon MEDIACC, which then  
10 interfaces with the CenturyLink back office systems.  
11 So -- but I don't know the answer to your question,  
12 whether you could enter that into CEMR. If that's  
13 somehow, some point later it would work if MEDIACC is  
14 working, I didn't ask that question.

15 Q. My question is not at some point later, but at  
16 that moment, if MEDIACC is down, do you know whether a  
17 CEMR user can still enter that information and can  
18 communicate it to Qwest or CenturyLink without -- with  
19 just using the keyboard computer interface?

20 A. Right. And I think because CEMR goes through  
21 MEDIACC, that if MEDIACC is down, there would be no --  
22 you could use enter the information to CEMR, but it's  
23 not going to get reported to CenturyLink, because  
24 MEDIACC is down.

25 Q. You think or you know?

0166

1 A. No, that's my understanding of it, right.

2 Q. What is that understanding based on?

3 A. Just discussions and work on this case, and how  
4 the systems -- how the systems work and that, you know,  
5 Qwest testimony is that, well, it says if MEDIACC is  
6 down, CEMR, that's going to be a problem for CEMR.  
7 That's in Ms. Albersheim's exhibit. I'm not sure what  
8 the number is here. But there's a -- one of our  
9 confidential exhibits talks about the impacts of MEDIACC  
10 going down on CEMR users. And there's data responses  
11 that say that as well, that if MEDIACC is down, that  
12 CEMR users will be impacted.

13 Q. There's been a lot of talk about whether MEDIACC  
14 is stable. Have you tested MEDIACC?

15 A. Have I tested MEDIACC?

16 Q. Yes.

17 A. No. I mean, our company is not e-bonded with  
18 MEDIACC, so our ability to get to MEDIACC is through  
19 CEMR.

20 Q. Your testimony includes references to Bill Haas'  
21 statements in the merger dockets that at least PAETEC  
22 has seen no impacts of MEDIACC instability. Correct?

23 A. That's correct. Mr. Haas was talking  
24 historically that he had not seen -- his was -- Mr. Haas  
25 was responding to CenturyLink's claims that MEDIACC was

0167

1 unstable, and his statement was that he had not seen,  
2 historically, instances of instability, you know, in  
3 MEDIACC.

4 Q. Joint CLECs does not believe that MEDIACC is  
5 outdated. Right?

6 A. I mean, that's a tough question. We think -- I  
7 mean, MEDIACC should be able to work for the times that  
8 you've committed to in your, you know, in the merger  
9 settlement agreements, and there has been evidence  
10 that's come out during the case that CenturyLink hasn't  
11 taken all the action it should have to keep as up to  
12 date as possible, so we don't think that the MEDIACC  
13 system by itself is outdated.

14 There are certainly components that CenturyLink  
15 has listed out that they've said are no longer  
16 supported, or that even that should be -- people are  
17 advising CenturyLink to update these components a long  
18 time ago. So there are some, you know, I mean, there  
19 are some issues here as to whether CenturyLink has done  
20 the job to keep it, you know, as updated as it should  
21 be.

22 Q. Do you have Exhibit CH-7 up there with you?

23 A. Yes.

24 Q. Okay. And this is the response to request  
25 No. 1-7 from Qwest/CenturyLink to joint CLECs. You see

0168

1 the response to the question is MEDIACC outdated, the  
2 first sentence is that joint CLECs do not believe  
3 MEDIACC is outdated. Do you see that?

4 A. Yes.

5 Q. Did you help prepare this response?

6 A. Is there a list of respondents to the question?

7 Q. I don't think you provided any.

8 A. Okay.

9 Q. If you don't recall, that's fine.

10 A. Yeah, I'm sure I saw the response before it went  
11 out. There were a lot of data requests going out, so I  
12 don't know that I personally prepared that response, but  
13 generally I do read the responses before they are sent  
14 out.

15 Q. Do you have any reason to disagree with the  
16 response that was provided?

17 A. No. And I think that's what I said too. The  
18 MEDIACC itself is not updated, but we've seen through  
19 Qwest testimony there's a number of components of that  
20 have been, you know, being kept updated through time and  
21 that the Qwest hasn't done so, or CenturyLink.

22 Q. I don't see any mention of that in the response  
23 that was provided to that subpart A, any reference to  
24 the hardware or software. Do you?

25 A. Well, do you know the date of these responses?

0169

1 MR. GOODWIN: Go off the record for a moment  
2 here, if that's all right, Your Honor.

3 JUDGE FRIEDLANDER: That's fine.

4 (Discussion off the record.)

5 BY MR. GOODWIN:

6 Q. Let's come back to that in just a little bit  
7 while we're looking for the date.

8 A. The date isn't that crucial. Just the reason I  
9 asked is over the course of time, there's various  
10 amounts of information became, you know, available. And  
11 one of the things it says in here is, you know, is that  
12 CenturyLink hasn't demonstrated that this system is any  
13 older than some of its other systems.

14 I know you've provided some information  
15 regarding -- regarding age of different systems, you  
16 know, maybe after that, after that point in time. The  
17 answer qualifies what the -- what they believe the  
18 definition, what we believe the definition kind of  
19 "outdated" is. If it says you're talking about how old  
20 the system is, you haven't shown it's older than the  
21 other systems. If you're talking about stability, you  
22 haven't shown that it's less stable than, you know, than  
23 it has been historically.

24 So I think the answer kind of qualifies that  
25 sentence, but I do know you've also recorded that some

0170

1 of the components have not been -- have not been updated  
2 as has been recommended by, you know, some of the  
3 manufacturers, and that's -- I guess that's just an  
4 additional concern.

5 Q. I think in Bonnie Johnson's exhibits, there's a  
6 number of communications that took place in the winter,  
7 between 2010 and the early months of 2011 regarding the  
8 age and lack of support associated with the MEDIACC  
9 components. Correct?

10 A. That's correct.

11 Q. Those communications about the age of the  
12 hardware components certainly took place before the case  
13 was even filed, much less before the time that these  
14 discovery responses were presented. Correct?

15 A. That's not necessarily the case, because I know  
16 there are quite a few cases where, you know, when I'm  
17 reading through testimony, you know, I see CenturyLink  
18 hasn't responded to this question yet, and those  
19 responses may have come in, you know, much later in the  
20 case. So I can't -- I can't say that that's -- that all  
21 of this was -- all the discovery was not done before we  
22 filed, you know, before we filed direct testimony.

23 Q. Right. But the conversations that we just were  
24 referring to took place in late 2010 and early 2011,  
25 before the case was even filed. Right?

0171

1 A. The age of all the systems?

2 Q. Yes.

3 A. No, I don't think you've supplied -- you didn't  
4 supply that information at that early of a stage,  
5 because that kind of came after some point in the -- it  
6 was after there was some filings in Minnesota that --  
7 because I knew we didn't know it at the time we were  
8 filing our Minnesota, you know, case. You said you  
9 hadn't compiled a full list to determine whether these  
10 areas are unique to MEDIACC or not. So I think a lot of  
11 that information came in later.

12 Q. But you knew the age of the MEDIACC system, and  
13 the fact that the MEDIACC system was not -- or certain  
14 elements of hardware within the MEDIACC system were not  
15 supported at that time, in the early 2011 time frame.  
16 Right?

17 A. Right. We had -- I mean, we had some statements  
18 from CenturyLink saying that, and I know over the course  
19 of time more details became, you know, available on kind  
20 of component by component, you know, software and  
21 hardware basis as to whether it's supported by best  
22 efforts, whether there are replacements available,  
23 there's a number of those that were outlined.

24 Q. Getting back to the discovery response, in terms  
25 of the time that it was provided, if I told you it was

0172

1 October 11th, 2011, when those discovery responses were  
2 provided, would that refresh your recollection as to  
3 when you reviewed those prior to them being served and  
4 provided to CenturyLink?

5 A. I don't know, it doesn't spark my recollection,  
6 but, I mean, if that's when they were filed, that's  
7 fine.

8 Q. But that sounds about right to you?

9 A. I just -- I don't know when, you know, when they  
10 were served or filed.

11 Q. You'd agree that MEDIACC has been sufficiently  
12 stable for the joint CLECs' needs?

13 A. Generally I believe -- generally that's been the  
14 case historically, yes. There are some periods where,  
15 you know, the system outages bounce around a bit, or  
16 maybe, you know, lower than some points than others, but  
17 generally that's been the case, yes.

18 Q. But joint CLECs have not experienced stability  
19 issues with MEDIACC that you would consider to be  
20 outside the norm for system availability. Correct?

21 A. That's correct. We haven't seen -- we haven't  
22 seen a spike or a rise in this system -- when you talk  
23 about MEDIACC really our -- what we see is directly a  
24 CEMR, since that's what we're dealing with, and, I mean,  
25 2011 outages were a little bit higher than in 2010, but



0173

1 we haven't seen anything that would, so far, that would  
2 indicate the system is unstable, historically.

3 Q. But there were fewer outages in 2010 than in any  
4 year since 2003. Correct?

5 A. That's correct.

6 Q. And since the merger, you haven't seen any  
7 significant increase in outages or decrease in the  
8 performance of the MEDIACC or CEMR systems. Would you  
9 agree?

10 A. I would agree with that.

11 Q. Now, the standards set up in the performance  
12 assurance plan, or PAP, is set out in a performance  
13 indicator definition or PID. Correct?

14 A. That's correct.

15 Q. And the standard is called gateway availability.  
16 That pertains to the measurement of MEDIACC's and CEMR's  
17 performance. Right?

18 A. That's correct.

19 Q. And the standards that were set up in that PID  
20 and PAP were the subject of litigation between the CLECs  
21 and at that point Qwest over what would constitute an  
22 acceptable level to the commission of access to the  
23 Qwest repair systems. Right?

24 A. Right. I mean, there's a time period when the  
25 PAPs were -- the performance plans -- were being worked

0174

1 out and standards were being set. Sometimes these were  
2 based on parity plus a statistical kind of a measure for  
3 statistical significance outside of parity, and  
4 sometimes they were set as a benchmark, which is the  
5 case for these gateway availability measures.

6 The only thing I'm careful of, I always get  
7 nervous when people say this is the acceptable standard,  
8 because to me it's the standard by which if you're below  
9 indicates there is a problem; that generally it invokes  
10 something through the performance assurance plan.  
11 Historically it would be payments for the tier two, tier  
12 two fund.

13 There's always that -- just like with the parity  
14 measures, there's this area in between where you kind of  
15 say, well, you could be worse than parity, but it's not  
16 significant enough to matter.

17 So I don't think -- I don't view the benchmarks  
18 as this standard as, you know, as an acceptable standard  
19 as much as I view it as this is the point where it's so  
20 bad that you need -- you've invoked kind of the payment  
21 process in the performance assurance plans.

22 Q. Well, 99.25 percent level was the level that was  
23 approved by all 14 of the Legacy/Qwest state  
24 commissions. Right?

25 A. That's correct.

0175

1 Q. I guess maybe we're talking about a semantic  
2 game here. That 99.25 percent, is it fair to say that  
3 it kind of marks the line between acceptable and  
4 unacceptable?

5 A. I would say it marked -- right. It marks the  
6 line that this is clearly unacceptable if you're below  
7 that line, and that's why there are payments that are  
8 associated with that.

9 Q. And if the performance is 99.3, which is greater  
10 than 99.25, at least to the commission that level of  
11 performance is acceptable such that no payments are  
12 required. Correct?

13 A. I think to the commission there are no payments  
14 that are triggered by that. But, I mean, what I often  
15 look at with performance plans is if you've been  
16 hitting, you know, 99.99 percent for a long period of  
17 time and now suddenly you're at 99.26, and you've  
18 dropped, you know, a pretty significant amount over  
19 time, that raises some questions to me, and, you know,  
20 we may raise those issues with, you know, with  
21 CenturyLink to find out what's going on.

22 That doesn't make it acceptable because you  
23 didn't make a payment. An example of that is one of the  
24 things we did with the performance plans is we took  
25 these -- this measure, at least for MEDIACC, out of the

0176

1 automatic payment system, so that you would have to  
2 miss -- you would have to fail that measure for three  
3 consecutive months before it would get kicked back into  
4 the plan and make payments.

5 That doesn't mean CLECs thought three months of  
6 MEDIACC failure was acceptable. That's not the case at  
7 all. It was just the CLECs thought, well, based on  
8 historical performance MEDIACC has done fairly well,  
9 such that the incentive it was provided by the payments  
10 could be removed, the direct incentive could be removed  
11 like on a monthly basis. So I think it's a little more  
12 than semantics, the word "acceptable" saying this is  
13 just acceptable and we can close our eyes to that.

14 Q. But in your answer, which was really long, you  
15 said the CLECs didn't find it acceptable, but the  
16 commission does find it -- performance at 99.3 percent  
17 would be acceptable in the commission's eyes, vis-a-vis  
18 their order in the performance indicator definition.  
19 Right?

20 A. I'm trying to think back to the last time I read  
21 those orders, but I don't -- what I remember in the  
22 orders was the commission set up some standards by which  
23 if you fell below payments would be made. I do not  
24 recall in the performance plans or the orders that the  
25 commission said here is the list of this is all

0177

1 acceptable if you don't.

2           And to go with my -- with that in our settlement  
3 agreement, we had a provision that says you will meet or  
4 exceed, CenturyLink will meet or exceed its performance  
5 premerger -- post merger performance compared to  
6 premerger performance. Well, you can pass the  
7 benchmarks, but if your performance goes down under the  
8 current agreements, that's not -- that's not acceptable,  
9 because you've committed to meeting or exceeding  
10 premerger performance. And the commission -- the  
11 commission has approved those agreements as well, so you  
12 could say the commission raised the bar by your argument  
13 in terms of what's acceptable.

14       Q. And I appreciate what you're saying there, but  
15 if you could just stay focused on the questions that I'm  
16 asking you. And I asked you about the context of the  
17 PID and the PAP. So if you could, just -- your attorney  
18 will, of course, have opportunity to engage in redirect  
19 if he wants to fill out the record a little bit more --  
20 if you could just focus on my questions. Okay?

21           But, anyway, let's get back to this issue of the  
22 standard. You don't propose a different standard for  
23 what's acceptable performance in terms of stability or  
24 availability of the MEDIACC interface in your testimony,  
25 do you?

0178

1 A. No, I do not.

2 Q. Since the merger, you have not observed any  
3 decline in the service quality provided by MEDIACC or  
4 CEMR. Right?

5 A. Just looking at the data recently, and it  
6 bounces around, but I have not seen a noticeable decline  
7 in those -- in the two gateway measures that we've  
8 talked about.

9 Q. Right. So when you talked before in one of your  
10 answers, you said, well, if there was -- performance was  
11 always at 99.99, and it went down to 99.3, that might be  
12 something. You -- without looking at the specific  
13 numbers, you haven't seen that type of change in the  
14 performance post merger. Right?

15 A. I mean, I've seen -- when you look at the last  
16 year, there is one month where the performance was below  
17 the 99.25 percent, and there was another month where it  
18 was at exactly 99.25 percent. But if you look at over  
19 the year, and you look at the monthly data, I don't see  
20 any trend.

21 That's usually what I would look for in terms of  
22 is there problems coming up, is there more instability.  
23 I don't see any trend pointing to greater instability  
24 when I look at the data. But the data bounces -- the  
25 data bounces around. Sometimes it's, you know, higher

0179

1 than historical average, sometimes it's lower. But I  
2 don't see a trend that it's trending to be worse.

3 Q. Whatever the current condition of MEDIACC is,  
4 and we've talked about different things in terms of  
5 stability, whether the hardware or software components  
6 are still supported by their manufacturers and things  
7 like that, whatever the current condition is at MEDIACC,  
8 it was not caused by their merger. Right?

9 A. I don't know that I have a basis to agree with  
10 that or disagree with that.

11 Q. Did the merger cause the servers or the software  
12 to age?

13 A. They didn't cause them to age, but I do know  
14 companies that sometimes believe they're going to be  
15 purchased may skimp on spending in areas where they  
16 should be spending to make themselves more, you know, a  
17 better acquisition target. I'm not making that claim  
18 here. That's why I said I don't have a basis to know  
19 one way or another, but that's why I can't answer your  
20 question.

21 Q. Did the merger cause the companies who built or  
22 provided the hardware or software associated with  
23 MEDIACC to stop making it or supporting it?

24 A. No, and certainly that part I can agree with you  
25 on, that the merger didn't impact those software vendors

0180

1 or the hardware vendors.

2 Q. And the MTG system that we're talking about, it  
3 was not created as a result of the merger, it was  
4 actually initiated by Legacy/Qwest in 2008. Right?

5 A. Right. You initiated a system, I believe you  
6 called it CTG in 2008, and I think MTG from the CMP  
7 meetings that I sat through, Qwest said they were  
8 building it from scratch, and this was during, kind of  
9 during the merger times. So the degree to which that's  
10 influenced by the merger, because I understand there's  
11 some plans to use that across the companies, I can't  
12 say.

13 Q. But the MTG system, when it was reintroduced in  
14 2010, was introduced by Legacy/Qwest Corporation, not by  
15 CenturyLink, Inc., or any other CenturyLink affiliate at  
16 that time. Right?

17 A. I agree that it was introduced by Legacy/Qwest.

18 Q. And not CenturyLink?

19 A. Yes. CenturyLink was not -- did not introduce  
20 the notice that came out in November 2011. It was  
21 introduced by Qwest. The merger was ongoing at the  
22 time, so --

23 Q. You meant 2010?

24 A. Oh, right, correct. Sorry. Thank you.

25 Q. Let's talk about failover a little bit. You



0181

1 talk about failover in your testimony. Have you ever  
2 written a failover plan or worked with a failover plan?

3 A. No, I have not.

4 Q. Have you written a disaster recovery plan or  
5 worked with a disaster recovery plan?

6 A. No.

7 Q. You talk about how MEDIACC can't automatically  
8 switch over to MTG in the event of a failure. I  
9 understand that, but I want to ask you a couple of  
10 questions about failover.

11 First, your complaint asks this commission to  
12 keep Qwest and CenturyLink from developing or  
13 implementing MTG until at least October 2013. Correct.

14 A. The complaint in this case?

15 Q. Yes.

16 A. Yes, I believe that's correct in the complaint.  
17 In my testimony I've laid out kind of three proposals,  
18 and two of them would allow some, you know, some  
19 development prior to that time, but we lay out three  
20 proposals. One of them is that you should just focus  
21 your efforts on updating MEDIACC.

22 Q. Right. But those three proposals, they were  
23 raised in your rebuttal testimony filed in December of  
24 2011. Right?

25 A. Yes.

0182

1 Q. And they were not raised in your direct  
2 testimony or your complaint. Correct?

3 A. Right. Those proposals were developed in  
4 response to the various information that came in during  
5 the course of this docket.

6 Q. That rebuttal testimony, CenturyLink filed  
7 testimony at that same time, same day. Right?

8 A. Yes. That's correct.

9 Q. And there was no opportunity in the procedural  
10 schedule for CenturyLink to offer responsive testimony  
11 to that proposal that you made for the first time in  
12 your rebuttal testimony. Right?

13 A. Well, I mean, you've seen the process in  
14 Colorado, which I believe was filed prior to that, and I  
15 know I tried to take the opportunity to respond to  
16 things you'd raised in Colorado before they came up here  
17 to try to advance the arguments along. So I think you  
18 could have done that in your rebuttal testimony.

19 And one of the proposals is based on the PAETEC  
20 proposal, which was raised in the direct testimony. And  
21 that's the proposal that you develop MTG to speak both  
22 the CMIP language and the XML language, and you did  
23 respond to that, I believe, in your responsive  
24 testimony.

25 And the third proposal had been made, you know,

0183

1 in other places prior to that time. That would be kind  
2 of the early testing proposal. So I think you had -- I  
3 mean, you had an opportunity to respond to that as well.

4 Q. Now, if you end up asking and receiving the  
5 order of this commission to prevent -- let's back up a  
6 second. So we have -- what was requested in the  
7 complaint says don't implement MTG at all. Right?

8 A. Essentially, right. You made a commitment, and  
9 you should live by that.

10 Q. Right. And then there was a request for a  
11 preliminary injunction that asked for that same thing,  
12 don't implement MTG at all.

13 A. I believe that's correct.

14 Q. And then in your rebuttal testimony, you had  
15 these three proposals, and parts of some of those  
16 proposals would involve actually implementing MTG before  
17 the October 2013 time frame. Right?

18 A. Right. The third proposal I discussed would  
19 consider the implementing. The second one is really to  
20 develop it as a back -- as a pure back-up.

21 Q. Right. So some of the proposals that are before  
22 the commission at this point are inconsistent with other  
23 proposals. Right? You can't both implement MTG and not  
24 implement it?

25 A. I agree you can't do both of those. You can't

0184

1 do both of those things.

2 Q. Okay.

3 A. But I wouldn't say the proposals are  
4 inconsistent because there are options that we've put  
5 forward as to ways to try to resolve the case, and it's  
6 three different options that are out there. The fact  
7 that they're different doesn't make them inconsistent.

8 Q. But they are at least mutually exclusive?

9 A. Yes, they are.

10 Q. If it is that you end up requesting, and the  
11 commission grants your request to prevent the  
12 implementation of MTG, it might take longer to restore  
13 the ability of CLECs to interface with  
14 Qwest/CenturyLink's trouble report or repair systems if  
15 MEDIACC should experience a catastrophic failure.

16 Correct?

17 A. Longer than --

18 Q. Longer than if MTG were allowed to be  
19 implemented on the schedule that Qwest has proposed.

20 A. Unfortunately, that's where we are today because  
21 CenturyLink hasn't taken the actions that it needed to  
22 take to abide by the settlement agreement.

23 Q. So the answer to my question is basically yes?

24 A. Yeah, that's what I said.

25 Q. Now getting back to failover. Would you agree

0185

1 there's a difference between failover capabilities for  
2 systems as a whole and failover capabilities for network  
3 elements or hardware elements of the system?

4 A. Yes.

5 Q. How would you characterize that difference?

6 A. I think the system failovers, or the idea behind  
7 that is if some component of the system experiences  
8 trouble that there will be automatic mechanisms in place  
9 by which other components will work to fill in that gap,  
10 and the system will continue to function seamlessly to  
11 the users of that system.

12 Failover for a particular component might be,  
13 you know, you have a spare part that's available. If a  
14 certain piece of hardware goes down that part would be,  
15 you know, implemented. You know, I don't know if it  
16 would be seamlessly or not in that case, but perhaps you  
17 could set it up that way so that if, you know, if one  
18 piece of connection isn't working, you have a backup  
19 piece of hardware, like a hard drive or something that  
20 would automatically, you know, perform the functions  
21 that were being performed before. And you can do that  
22 on a component-by-component basis or you can -- and  
23 there's also typically I think the failovers that we  
24 talked here has been more on a system basis.

25 Q. Now, in order for it to qualify as failover, at

0186

1 least as you are using that term, does the switch from  
2 the failed component or system over to the new component  
3 or system have to be automatic or could it be a manual  
4 failover?

5 A. Hmmm. I mean, our expectation is that it would  
6 be automatic, because that's the way it works on the  
7 kind of the systems you use for your retail customers  
8 that there's automatic failover capabilities.

9 Q. Which retail systems are you talking about, and  
10 what are the failover capabilities that you're  
11 discussing?

12 A. It's in one of my exhibits here, so I need to  
13 find that.

14 Q. Did you find what you were looking for?

15 A. I'm looking in confidential Exhibit DD-4C,  
16 hearing Exhibit DD4-C.

17 Q. So that's the one that is marked DD-3 to your  
18 prefiled testimony?

19 A. Yes. No, DD-2.

20 Q. Oh, yes. It's rebuttal.

21 JUDGE FRIEDLANDER: And given that this is a  
22 confidential exhibit list, just be very careful about  
23 what we disclose on the record.

24 MR. GOODWIN: Right.

25 THE WITNESS: There at least there's listed a

0187

1 number of your retail systems.

2 MR. GOODWIN:

3 Q. And if you could just point me to the page that  
4 you're referring to that talks about the failover  
5 capabilities that you're discussing.

6 A. Okay. Then the failover capabilities, I  
7 believe, are in -- that's in my -- those are the systems  
8 that were listed there, and the failover capabilities  
9 are talked about in my testimony, based on the -- they  
10 were really based on testimony by the Colorado  
11 commission staff review of those systems,  
12 Ms. Notarianni's review.

13 Q. So again what systems are we talking about? Or  
14 is it that your testimony is solely based on what  
15 Ms. Notarianni said in Colorado?

16 A. Well, I don't know if it's solely based on that,  
17 because there's been a number of data responses on this.  
18 The systems are listed in that exhibit that I just  
19 pointed to, to answer to the question what systems are  
20 we talking about.

21 Q. How do they failover is my question.

22 A. I understand there's automatic -- my  
23 understanding is there are automatic system failovers  
24 for these that if the -- some component goes down, that  
25 it would be basically seamless to the end user that it

0188

1 will continue to function, you know, as it always  
2 functioned.

3 Q. Is that for the whole system? You said failover  
4 for the system.

5 A. Yes.

6 Q. You mean in the whole system, or individual  
7 components?

8 A. For, no, for the system is my understanding.

9 Q. So you're not testifying as to individual  
10 components, your testimony is to failover for the whole  
11 system?

12 A. Correct.

13 Q. We talked about the difference between failover  
14 that happens automatically and that which might happen  
15 manually. If there is a failover where something has to  
16 manually be done to switch from one server to another,  
17 would you call that failover, or backup, or something  
18 else?

19 A. To me, that's more of a recovery, kind of a  
20 recovery plan rather than just a system failover plan.

21 Q. Okay. So in this hypothetical that we've kind  
22 of laid out where something fails, and then it's -- a  
23 server fails, and then it's manually pointed to another  
24 server, you call that disaster recovery?

25 A. I think it's -- right. I think that's -- would



0189

1 be considered disaster recovery.

2 Q. Okay. I just want to make sure we're talking on  
3 the same terms.

4 A. I'm trying to respond to the things that, you  
5 know, CenturyLink has said, which is they've said  
6 MEDIACC has no, you know, failover capability, and so  
7 we're trying to gather all the information we have and  
8 trying to answer consistently in the way we've been  
9 using them through the case.

10 Q. Right. But in terms of talking about the  
11 MEDIACC system, the MEDIACC application sits on a server  
12 called EBC01. Right?

13 A. That is my understanding, yes.

14 Q. And then if EBC01 fails the MEDIACC application  
15 can be switched over to the EBC02 server, but that is  
16 not automatic, it is manual. Right?

17 A. That's correct.

18 Q. So therefore in your mind that would be a  
19 disaster recovery step as opposed to a failover, using  
20 the term that we've discussed today. Right?

21 A. I think that's right. And what CenturyLink said  
22 in response to that in a data request, which is in  
23 DD6-C, but this part of the request is not confidential,  
24 because it's also in another part of my exhibit, filed  
25 nonconfidential, it says MEDIACC is currently on a

0190

1 15-year-old technology that does not support failover  
2 capabilities.

3 Q. And the difference then between what we've  
4 called disaster recovery and failover is just the amount  
5 of time that it takes to do the manual failover versus  
6 the amount of time that it takes to do the automatic  
7 failover?

8 A. I'm not sure that it's just the amount of time.  
9 We're probably getting into the IT areas that I don't  
10 understand fully, but it is something that has to do  
11 about clustering the systems, and the way that they're  
12 actually designed that allows for, you know, allows for  
13 failover. So I don't think it is just the amount of  
14 time that it takes.

15 Part of your answer in explaining this, this is  
16 is CenturyLink answer, it says the current operating  
17 system servers and software platform do not have the  
18 capability to perform a failover or clustering, which to  
19 me means -- it's not just the amount of time. I think  
20 it's the design, the way that system is designed.

21 Q. No. My question is for MEDIACC to keep running,  
22 if there was an automatic failover, it would happen in  
23 the period of time that the automated process took to  
24 move it from EBC01 to EBC02. Right?

25 A. I think those are generally not visible to the,

0191

1 kind of to the end user.

2 Q. But it may take some period of time.

3 A. In an automatic -- I think in the automatic  
4 failovers they don't. I think they're -- it's like you  
5 have two connections. If one is down you just route --  
6 it just routes the other connection, so the amount of  
7 time it takes light to travel from here to wherever your  
8 server is located is the amount of time we're talking  
9 about.

10 Q. It also takes whatever amount of time that the  
11 system takes to recognize that there's a failure in the  
12 first system and to verify there's a failure in the  
13 first system and to process what's supposed to happen  
14 next and to make it happen. All those steps take some  
15 amount of time. Right?

16 A. But I think in the world of computer programming  
17 and things, these times are measured in, you know,  
18 microseconds, not --

19 Q. You understand this from where?

20 A. I think there is a piece in the testimony  
21 talking about the failover that says it's not visible to  
22 the end user. That means the time -- if some component  
23 goes down, the end user doesn't experience an issue with  
24 that. To me that means, you know, these -- the  
25 computers did their rerouting or refixed the system and

0192

1 you don't see that there was -- you don't know that that  
2 happens, you as the end user.

3 Q. So then the difference between moving it from  
4 EBC0 to EBOC2 automatically in what you've called a  
5 failover system, and manually, the difference for the  
6 CLEC is the time that it takes to do the manual work to  
7 switch it over. Right? Otherwise the functions are the  
8 same?

9 A. Right. There's a manual -- there's currently a  
10 manual process I believe that CenturyLink must undertake  
11 to switch from the EBOC1 to EBOC2.

12 Q. Right. We've talked about that.

13 A. Right.

14 Q. The question is for the CLEC user, is the  
15 difference solely the amount of time -- the difference  
16 between a failover and disaster recovery solely the  
17 amount of time that it takes to manually switch from  
18 EBOC1 to EBOC2?

19 A. I mean, assuming you're able to make that  
20 switch, I think that is what would be visible to the  
21 CLEC.

22 Q. Now, the retail systems that we've talked about  
23 are systems that provide information to MEDIACC. Right?

24 A. Well, that's one of the functions they serve. I  
25 believe they provide information to the Qwest employees

0193

1 that are processing troubles for their -- for some of  
2 the Qwest end user or CenturyLink end user customers.

3 Q. MEDIACC is not a repair management system, is  
4 it? It's an interface between users like PAETEC and  
5 Qwest repair systems. Right?

6 A. Right. MEDIACC is the mechanism by which you  
7 access Qwest back office repair systems.

8 Q. Right. And so there is not a Qwest system to  
9 access Qwest's back office systems. Right? MEDIACC has  
10 mediated access to that?

11 A. There's not a Qwest system to -- I didn't  
12 understand that question.

13 Q. Let me rephrase. There is no Qwest system that  
14 accesses the Qwest back end systems other than MEDIACC,  
15 the interface. Right?

16 A. Right. MEDIACC is the process by which you can  
17 get access to those back end systems, and CEMR is --

18 Q. Qwest or CenturyLink doesn't require that  
19 interface. Right? Because --

20 A. You do require us to use that interface. I  
21 don't know of any other mechanism by which you allow  
22 us --

23 Q. Oh, I understand. Let me rephrase.

24 Qwest doesn't require that interface for its own  
25 use for its retail customers. Right?

0194

1           A. You do use that interface for some of your  
2 retail customers, you've testified to, so I don't know  
3 whether if it's customers that want to -- I don't know  
4 what the requirements are in that regard, but I think  
5 for a large portion of your -- of your customers, you  
6 know, that may not manage their own troubles or  
7 something, you wouldn't -- it's my understanding you  
8 don't go through MEDIACC to do that.

9           Q. So for those large customers that use MEDIACC,  
10 they are using MEDIACC to interface with Qwest systems,  
11 the Qwest systems that perform and effectuate the  
12 repairs. Right?

13          A. Yes.

14          Q. Now, whatever the differences are between the  
15 Qwest system and the MEDIACC interface, those have not  
16 resulted in impacts to Integra or other CLEC operations,  
17 because MEDIACC has been stable. Right?

18          A. I don't know if I would go so far as to what you  
19 said, that -- I agree historically MEDIACC has been  
20 stable, and CLECs have been able to use that to process  
21 their trouble reports. What I don't know is what the  
22 difference would be for CLECs if they had direct access  
23 to the systems that like as CenturyLink does compared to  
24 using MEDIACC. That was kind of the first part of your  
25 question.

0195

1 Q. Yes, in fact, the question of whether CLECs  
2 should have direct access or instead have mediated  
3 access to Qwest back end systems, such as repair, you  
4 know CenturyLink's back end systems for repair, that was  
5 something that was litigated in the Section 271 process  
6 ten years ago. Right?

7 A. Yes.

8 Q. And the result of all those proceedings was that  
9 CLECs like Qwest, now CenturyLink, are not required to  
10 provide direct access, but instead are to provide  
11 mediated access to repair systems. Right?

12 A. That's correct. Part of your question I wasn't  
13 sure of was whether that results in a difference in  
14 terms of, you know, operations.

15 Q. But the lack of -- or the difference in failover  
16 or backup or disaster recovery systems between the Qwest  
17 retail systems and the mediated access system that CLECs  
18 use has not resulted in a lack of access to Qwest repair  
19 systems. Right? Because MEDIACC has been stable.

20 A. Yes. I agree with that.

21 Q. If MTG were implemented, that would have  
22 failover capabilities that MEDIACC currently lacks.  
23 Right?

24 A. It would have some capabilities that MEDIACC  
25 currently lacks, but what it doesn't -- so it doesn't

0196

1 help carriers, though, who, you know, who currently are  
2 electronically bonded. I mean, they aren't bonded with  
3 MTG. But you do have -- it does have greater failover  
4 capabilities, is my understanding, than MEDIACC.

5 Q. Let's talk about the settlement agreement. You  
6 agree the language of the settlement agreement is  
7 important?

8 A. Yes.

9 Q. And that settlement agreement that we're talking  
10 about was presented to the commissions and entered into  
11 by the parties to resolve --

12 JUDGE FRIEDLANDER: Excuse me. May I interject  
13 and just clarify which settlement agreement you're  
14 referring to?

15 MR. GOODWIN: Actually, for that matter, both  
16 settlement agreements that we've talked about today that  
17 are in BJJ-4 and BJJ-5, which are tabbed in the pretrial  
18 testimony as BJJ-3 and 4 respectively.

19 JUDGE FRIEDLANDER: So you're not referring to  
20 the staff public counsel settlement agreement that was  
21 filed in Washington.

22 MR. GOODWIN: No, not in this case.

23 BY MR. GOODWIN:

24 Q. Those two settlement agreements that we've just  
25 discussed with counsel here, those were presented and



0197

1 entered into to resolve a number of issues raised in the  
2 merger application filed by Qwest and CenturyLink back  
3 in 2010. Right?

4 A. That's correct.

5 Q. And the ultimate request before the commission  
6 in that case was whether or not the merger of Qwest and  
7 CenturyLink was not inconsistent with the public  
8 interest. Right?

9 A. You know, I'd have to check that that's the  
10 standard in Washington. I didn't look at that before  
11 coming here. Generally that's -- something roughly --

12 Q. Let me rephrase and I'll ask that without  
13 reference to a legal standard.

14 The reason that there were settlement  
15 negotiations was because the commission was considering  
16 whether the merger of Qwest and CenturyLink was a good  
17 idea according to the legal standards that the  
18 commission applies to such cases. Right?

19 A. Yes, I agree with that.

20 Q. So the question was whether the merger was a  
21 good idea, again applying the standards that the  
22 commission applies to such applications?

23 A. Yes. That was the question that faced with this  
24 commission, yes.

25 Q. And it was the settlement agreements that are

0198

1 BJJ-4 and 5 in this case that resolved the disputes that  
2 the parties had about whether the merger satisfied the  
3 legal standards that the commission applies in those  
4 cases. Right?

5 A. That's mostly right. I think they resolve the  
6 issues with respect to those particular parties, so it  
7 addressed the parties that entered into these  
8 agreements, those agreements address the concerns of  
9 those parties. The commission had a broader, kind of a  
10 broader scope to look at. So I think in the Integra  
11 agreement it says that, you know, from our perspective  
12 the merger is in the public interest, which means that  
13 it satisfied -- with that agreement that it satisfied,  
14 you know, our concerns that we had raised with the  
15 merger.

16 Q. With that clarification. But it was the  
17 concerns that the parties had, the settling parties had  
18 with respect to the merger. Right?

19 A. Yes, that's correct.

20 Q. Now, the negotiations that led to the Integra  
21 settlements took place over a period of months with a  
22 number of meetings. Correct?

23 A. That's correct.

24 Q. And the settlement addressed a number of issues,  
25 not just the OSS issue that we're litigating here today?

0199

1 A. That's correct.

2 Q. And Integra was represented by several persons,  
3 including counsel and business subject matter experts,  
4 either directly or indirectly, in the negotiations?

5 A. I always get caught up on the word "several,"  
6 what that implies. But there were a few people -- there  
7 were a few people involved, and I don't know that I can  
8 count. There were maybe four people who were directly  
9 involved, and then obviously we rely on, you know,  
10 others, you know, such as Ms. Johnson, you know, and  
11 others on different sets of the issues to get to that.  
12 But it's not a huge number of -- I don't think of it as  
13 several. I thought it was pretty small, kind of a small  
14 group that were working those issues.

15 Q. But it's four that were directly involved in the  
16 negotiations and then a number of other people that you  
17 would go to to get information to support your  
18 negotiations and understanding of the issues?

19 A. Right. And help, you know, help with crafting  
20 language that we thought was, you know, that we felt was  
21 clear and captured what it is that we were expecting.

22 Q. Integra thought carefully about all the language  
23 that was agreed upon. Correct?

24 A. Let me just qualify that, because there's two  
25 agreements out there. I mean, Integra only thought

0200

1 about the language in the Integra merger settlement  
2 agreement. We played no part in the joint CLECs  
3 settlement agreement. That was negotiated completely  
4 without any involvement from anyone, you know, at  
5 Integra, so we did not have a hand in that.

6 Q. Sure.

7 A. In that language.

8 Q. But at least as far as the Integra agreement is  
9 concerned, Integra thought carefully about the language  
10 that was contained in that agreement. Right?

11 A. Yes, we did.

12 Q. And ultimately agreed that the language in that  
13 settlement should control the obligations that were  
14 addressed in that settlement agreement. Right?

15 A. That's correct.

16 Q. And the agreement is clear to you and to  
17 Integra. Correct?

18 A. We thought it was, and then we ended up here,  
19 kind of in -- in the dispute about what that language  
20 means.

21 Q. Now, there's some terms that we've talked about.  
22 If you would turn to that Exhibit BJJ-4, which is  
23 tab three to Bonnie's prefiled testimony. If you would  
24 turn to that.

25 A. I've done that.

0201

1 Q. Oh, you're there already?

2 A. Yeah. I opened that before I sat down.

3 Q. All right. There's some terms there that we've  
4 talked about in this case, use and offer and retire and  
5 replace and integrate, all those terms that have come  
6 into play in our dispute.

7 A. Right. I think those are the five big terms  
8 that we've discussed, yes.

9 Q. None of those terms have a specialized technical  
10 meaning, they all have an ordinary meaning, and at least  
11 as far as you understand it shouldn't be interpreted  
12 outside, you know, with some sort of technical gloss to  
13 them that's not readily apparent from the agreement and  
14 its context?

15 A. I think especially the latter point that those  
16 terms as they're used in the agreement, in our view, you  
17 know, told you how we were using those terms, and they  
18 have their ordinary meanings.

19 Q. Well, first of all let's look at paragraph 12,  
20 and there's some language at the beginning. The first  
21 sentence says "the merged company," which means Qwest  
22 and CenturyLink together. Right?

23 A. Yes.

24 Q. The merged company will use and offer to  
25 wholesale customers the Legacy/Qwest operational support

0202

1 systems for at least two years, and actually threw  
2 subsequent agreement that two-year period was amended to  
3 30 months. Right?

4 A. Correct.

5 Q. So for at least 30 months, whichever -- well, at  
6 least 30 months, and thereafter. So the thereafter that  
7 is in that sentence addresses the period after the 30  
8 months. Right?

9 A. No, I don't think that's the case for that  
10 "thereafter."

11 Q. What is the "thereafter" referring to?

12 A. Saying you're going to use these systems and  
13 provide, you know, as you use these systems, provide a  
14 level of service quality which is at least -- you know,  
15 which is not, you know, not material less it says here  
16 than provided by Qwest prior to the closing date.

17 Q. What does the "thereafter" refer to?

18 A. The closing date, I believe. Yeah. The closing  
19 date.

20 Q. So "thereafter" refers to the closing date, even  
21 though there's the time mentioned at least two years, or  
22 until July 2013, whichever is later, that comes in  
23 between the term "closing date" and the "thereafter"?

24 A. Right. The two years refers to the time which  
25 you're going to use these -- which you're going to use

0203

1 these systems, that the time at which you've committed  
2 to providing, you know, service quality that is at least  
3 as good as, you know, starts from the -- starts from the  
4 closing date.

5 Q. And then in the next sentence, it says after the  
6 period noted above. Do you see that?

7 A. Right.

8 Q. What is the period noted above? That's the  
9 30-month period?

10 A. Because that's the only period I think we talk  
11 about.

12 Q. And then that sentence continues, it says, "The  
13 merged company will not replace or integrate Qwest  
14 systems without first establishing a detailed transition  
15 plan and complying with the following procedures." You  
16 see that language?

17 A. Yes.

18 Q. So the subsections A, B, C, and D that are  
19 discussed in your testimony, and that are in that  
20 agreement, they all begin to apply after the 30-month  
21 period. Right?

22 A. That's correct.

23 Q. And the "will not replace or integrate Qwest  
24 systems" language in the introductory paragraph to part  
25 12 or paragraph 12 also applies after the 30-month

0204

1 period. Right?

2 A. Well, that says you will not replace or  
3 integrate the systems without first doing these  
4 following steps. The part before that says, you know,  
5 that you're going to use and offer these systems for  
6 that, you know, for the 30-month period.

7 Q. Yes. But the will not replace or integrate  
8 without first establishing a plan and following the  
9 procedures, all those requirements apply after the  
10 30-month period. Right?

11 A. The A, B, C and D subparts there apply after the  
12 30 -- you know, are intended that after the 30-month  
13 period where you will not, you're not going to change  
14 out, you're going to use and offer these systems that  
15 you have, you're going to -- the company is going to use  
16 these systems, you're going to offer those systems to  
17 wholesale customers for the 30 months, then after the  
18 30-month period you will implement the following steps  
19 if you intend to replace or integrate a system.

20 Q. Right. And those, after that 30-month period,  
21 those requirements, like, for example, subparagraph C,  
22 stay in effect until, as paragraph C suggests, only  
23 until completion of merger-related OSS integration and  
24 migration activity. Do you see that language?

25 A. Yes, I see that language.



0205

1 Q. So the A, B, C and D paragraphs, those remain in  
2 place from 30 months following the merger, which would  
3 be October 1, 2013, until merger-related OSS integration  
4 and migration activity is complete. Right?

5 A. No, not exactly, because that sentence is  
6 referring to this part, part C here, which is dealing  
7 with the testing kind of the new system.

8 Q. So that your testimony is that the only part C  
9 expires on the completion of merger-related OSS  
10 integration and migration activity. Is that right? Am  
11 I understanding what you're saying?

12 A. I'd have to look at the other paragraph.  
13 Certainly your change management process doesn't expire  
14 at the end of, you know, merger-related activity.  
15 That's an ongoing commitment that's created through the  
16 271 processes. So that sentence says -- the  
17 requirements of this paragraph, which is that CI, that's  
18 how that sentence starts that you read me, will remain  
19 in place until completion of the merger-related OSS  
20 integration and migration activity.

21 Q. So this paragraph, that reference is only to CI  
22 and not to paragraph 12 as a whole?

23 A. Right. That's my understanding of that piece  
24 there. Because certainly CMP does not expire at the end  
25 of merger-related activity.

0206

1 Q. Now, just so we're clear, the record is clear,  
2 you were part of the team that negotiated the Integra  
3 settlement. Right?

4 A. Yes, I was.

5 Q. The agreement does not say words like Qwest OSS  
6 cannot change. Right? It says the words that it says.  
7 Right?

8 A. It says the words that it says.

9 Q. It doesn't say freeze, it doesn't say you have  
10 to offer it exactly in the same way, it just says  
11 continue to use and offer. Right. "Use" is the word  
12 that it uses.

13 A. It says the merged company will use and will  
14 offer to CLECs customers and Legacy/Qwest OSS for at  
15 least the 30 months that we've established. And there's  
16 a lot of testimony -- I mean, those are what the words  
17 say, and those are what they mean. And there's a lot of  
18 testimony in the merger cases where parties explain how  
19 they viewed that language to mean as well. And during  
20 the merger proceedings there didn't seem to be a  
21 disagreement on what all that language meant.

22 Q. But the commission should not add or subtract  
23 words from the agreement in order to interpret it.  
24 Agreed?

25 A. That's correct.

0207

1 Q. Assuming that there's no unrecoverable failure  
2 of MEDIACC before the 30-month period expires, you do  
3 not dispute that Qwest and CenturyLink will continue to  
4 offer MEDIACC to CLECs until that time. Correct?

5 A. I mean, I do -- I do somewhat dispute that,  
6 because, I mean, we don't -- I think you've  
7 significantly changed the way you offer this system by  
8 throwing out this threat of unrecoverable failure.

9 So to say -- if at some point in the future our  
10 threats tended to be false, then we didn't really --  
11 they didn't really mean anything isn't right. They do  
12 mean something. You've talked about unrecoverable  
13 failures, you've talked about, you know, "very unstable"  
14 I think are words you've used. All those words. And  
15 that's changing the offer of how CLECs have seen this  
16 system. They saw MEDIACC as kind of a stable system  
17 that they could rely upon, and you've changed that.

18 Q. So your testimony is that it's still offered,  
19 it's just that the offer is changed because of the  
20 specter of possible failures of MEDIACC? Is that fair?

21 A. Somewhat fair. The offer -- how well it's  
22 offered when there's -- you say it could fail tomorrow,  
23 is -- is question as to whether that's really offering  
24 it. If you get lucky and it doesn't fail, then you say  
25 we made it, I mean, that doesn't -- you know, that

0208

1 doesn't -- it doesn't make sense to me.

2           If I get robbed on the street and they say my  
3 money or my life -- your live, you have a choice.

4 Right? You can take your money or your life. But do  
5 you really have a choice? I mean, that's what you've  
6 done in a sense with this system. You've said this  
7 system is going to fail, beware, CLECs beware, this  
8 system is going to fail, now you're saying, oh, no,  
9 we're going to offer it for 30 months, don't worry.

10       Q. Assuming that there's no failure, though, does  
11 the way in which Integra will use CEMR change simply  
12 because Qwest and CenturyLink said that MEDIACC is old  
13 and may experience problems in the future?

14       A. Things have changed in the company by having to  
15 look at these other systems, determine what's going  
16 to -- you know, they have to figure out what's going to  
17 happen if the system goes down, how long is it going to  
18 take to move over to those systems. So things have  
19 changed as a result of this. And I don't know what's  
20 going to happen in the next three years with respect to  
21 MEDIACC.

22       Q. Well, here I'm talking specifically about the  
23 mechanics of the use; that is the fact that Qwest and  
24 CenturyLink had made statements does not change the way  
25 that Integra enters trouble tickets or is able to track

0209

1 and manage them through CEMR. Right? Still able to do  
2 that?

3 A. Right. Your threats of failure have not changed  
4 the way tickets are entered into CEMR.

5 Q. And those functions, assuming that no  
6 unrecoverable failure occurs during the 30-month period,  
7 those functions will continue to be offered to Integra  
8 and other CLECs during that period. Right?

9 A. That's where I keep running into problems with  
10 your question, because you're saying assuming there's no  
11 problems when you've been saying there's going to be  
12 problems, and now you're saying assuming there's going  
13 to be no problems, wouldn't you be okay. It doesn't  
14 make sense to me. You've said there's going to be  
15 problems. So those are things the companies need to  
16 prepare for, and they need to plan for.

17 Q. Is MEDIACC being offered to CLECs today?

18 A. Yes. And you've changed the way that that's --  
19 what that offer was from before in our view.

20 Q. And again assuming no unrecoverable failure of  
21 MEDIACC during the 30-month period, Integra will use the  
22 same functions and operations of CEMR as before the  
23 merger. Right?

24 A. That's correct, but I have no way of knowing  
25 what's going to happen in the next 30 months, and based

0210

1 on your witnesses' testimony, there's a risk of  
2 catastrophic failure, that the system is very unstable,  
3 and that's the risk we're faced at today, regardless of  
4 what actually happens in the next 30 months. That's the  
5 reality -- we don't live in the reality of already  
6 knowing the future.

7 Q. Turn to page 39 of your direct testimony.  
8 Actually, you might want to back up to page 38, because  
9 on page 39 there's a quote of testimony. Right?

10 A. Mr. Gates' testimony?

11 Q. Yes. Mr. Gates' testimony from the merger  
12 proceedings in I believe Minnesota. Right?

13 A. That's correct.

14 Q. What that quote is actually, it is a quote of  
15 Mr. Gates quoting Linda Notarianni. Right?

16 A. That's correct. And Ms. Notarianni is the  
17 telecommunications section chief, it's says there,  
18 former OSS Qwest witness, in Colorado.

19 Q. And it also includes a footnote reference to her  
20 experience in testifying on behalf of Qwest and US West.  
21 You put that in your testimony.

22 A. Yes, I did.

23 Q. And in that testimony, Ms. Notarianni was  
24 testifying in support of the Colorado settlement  
25 agreements, including the Integra agreement. Right?

0211

1 A. Yes.

2 Q. And the staff settlement agreement, in Colorado,  
3 anyway, incorporated and referred to the Integra  
4 settlement agreement?

5 A. Yes, it did.

6 Q. And in support of those settlements,  
7 Ms. Notarianni testified that changes made by  
8 CenturyLink to Qwest's back office systems or other  
9 things could cause problems, and the settlement  
10 addressed those potential problems. Right? Her  
11 testimony speaks for itself, but that's basically what  
12 it says. Right?

13 A. Well, I mean it doesn't say that here. I think  
14 that was -- I mean, really a high level general thrust  
15 of her -- she did support the, you know, Integra  
16 settlement agreement which was, you know, adopted by the  
17 Colorado staff with some of the conditions on their own  
18 and so she did think that the agreements, you know,  
19 would care for some of the problems that might arise  
20 with changes coming up to the OSS systems.

21 Q. Right. And then again at page 73 of your direct  
22 testimony you quoted her again. Right?

23 A. Yes, I did.

24 Q. And in introducing that quote, again you  
25 identified her as the Colorado commission's

0212

1 telecommunications sections chief, made a point to  
2 observe that before working the commission she worked  
3 for Qwest for more than 19 years, where she held various  
4 management positions within the network information  
5 technologies and wholesale divisions. Right?

6 A. Was this in my previous footnote?

7 Q. That's quoting your testimony from 73 to 74 of  
8 your direct.

9 A. That sounds right to me. I just didn't see  
10 where you were -- oh, I see now where you were reading  
11 that. Yes.

12 Q. Now, in the parallel case to this one in  
13 Colorado, Ms. Notarianni also offered testimony.  
14 Correct?

15 A. Yes, she did.

16 MR. GOODWIN: Actually, Your Honor, I have a  
17 question before I introduce this exhibit, and this is  
18 directed towards counsel as well. We have copies of the  
19 transcript of the Colorado proceeding. I'm really only  
20 interested in introducing a few pages of that; however,  
21 I don't want to be accused of offering -- we have made  
22 copies of the entire transcript, and I don't want to be  
23 introducing something out of context. So I would offer  
24 it to the parties and to Your Honor as to which side I  
25 should error on, economy of size of the exhibits or



0213

1 completeness.

2 JUDGE FRIEDLANDER: Does staff or the parties  
3 have any preference?

4 MS. CAMERON-RULKOWSKI: I would suggest that we  
5 be given complete copies for right now, so that we can  
6 see what the questions are, and see what the context is,  
7 and then if we know what the context is, we could simply  
8 talk about admitting just a few pages that you're  
9 interested in.

10 MR. GOODWIN: Okay. The trees are already dead,  
11 so we can just mark and introduce the whole copy, I  
12 don't care.

13 MR. MERZ: I think that the thought is -- that's  
14 been suggested, let's just see what you're doing and  
15 then make a decision based on that makes sense to me.

16 MR. GOODWIN: Okay.

17 JUDGE FRIEDLANDER: I'm fine with that.

18 Actually, for this I just need one. If you'll  
19 hand one to Brian.

20 MS. ANDERL: Oh, you bet.

21 JUDGE FRIEDLANDER: This is I believe the  
22 transcript from Colorado from --

23 MR. GOODWIN: Last week.

24 JUDGE FRIEDLANDER: Last week. Okay. Thank  
25 you.

0214

1           MR. GOODWIN: Just because I was amazed by it,  
2 let the record reflect that our court reporter e-mailed  
3 the transcript at 3:14 in the morning on the day  
4 following the hearing.

5           JUDGE FRIEDLANDER: Very impressive.

6           MS. ANDERL: In fairness, though, we should say  
7 that there were two court reporters that day.

8           MR. GOODWIN: I thought that was crazy.

9           Anyway --

10          THE WITNESS: Before you get started --

11          MR. GOODWIN: Do you have that?

12          THE WITNESS: I just wonder, could someone fill  
13 my water bottle for me before we get --

14          JUDGE FRIEDLANDER: Actually, maybe now would be  
15 a good time to take a midafternoon break.

16          MR. GOODWIN: Okay. Yes. Fine.

17          JUDGE FRIEDLANDER: Okay. Let's take a  
18 ten-minute break. We'll be off the record.

19          (A break was taken from 2:26 p.m. to 2:35 p.m.)

20          JUDGE FRIEDLANDER: We'll go back on the record.  
21 I believe Mr. Goodwin, you were proceeding.

22          MR. GOODWIN: Yes, Your Honor. Thank you.

23          BY MR. GOODWIN:

24           Q. Would you turn to page 241 of the transcript.

25           A. Okay.

0215

1 Q. And at 241, line nine, is where the ALJ in  
2 Colorado began asking questions of Ms. Notarianni?

3 A. Yes.

4 Q. Would read the question, the first two questions  
5 and answers?

6 MR. MERZ: Your Honor, I will object. I don't  
7 know if this is going to be offered. It needs to be  
8 offered. And here's the struggle that I have, is, you  
9 know, obviously the hearing itself is a snapshot of the  
10 case. Ms. Notarianni had prefiled testimony that isn't  
11 going to be offered here, I assume, and she had a number  
12 of recommendations, and so I guess I do object to just  
13 this narrow snapshot of the case being offered,  
14 particularly because Ms. Notarianni isn't here, and this  
15 is in Colorado.

16 JUDGE FRIEDLANDER: Mr. Goodwin?

17 In GOODWIN: Two things: One, this is how she  
18 testified in Colorado; two, I think it's relevant  
19 because he made it relevant here in Washington, so how  
20 she testified in Colorado is relevant here.

21 And then, secondly, to the extent that Mr. Merz  
22 believes that the testimony that was offered at the  
23 hearing is incomplete, then he's free to offer his own  
24 examination that makes that more complete.

25 If Your Honor wants, we can offer it as a late

0216

1 filed exhibit to include all of the testimony she  
2 presented in that proceeding. I don't have any  
3 objection to either course of action.

4 JUDGE FRIEDLANDER: Mr. Merz?

5 MR. MERZ: And if Ms. Notarianni's written  
6 testimony in Colorado would be offered, then we wouldn't  
7 have the same objection, wouldn't have any objection,  
8 and I would be fine with the entire transcript coming  
9 in, as well as Ms. Notarianni's prefiled.

10 JUDGE FRIEDLANDER: And who's going to be  
11 providing me with copies of that, Ms. Notarianni's  
12 complete testimony?

13 MR. GOODWIN: We'll do it.

14 JUDGE FRIEDLANDER: Okay.

15 MR. GOODWIN: We'll provide it as a late filed  
16 exhibit after the hearing. We did not bring copies  
17 today.

18 JUDGE FRIEDLANDER: I'm fine with that.

19 Mr. Merz, are you all right --

20 MR. MERZ: That's acceptable.

21 JUDGE FRIEDLANDER: -- and, staff, do you have  
22 any objection to the admission of the entire transcript  
23 and Ms. Notarianni's testimony.

24 MS. CAMERON-RULKOWSKI: It does seem like a lot  
25 of paper, but I don't have any basis for an objection.

0217

1           JUDGE FRIEDLANDER: All right. Thank you. I am  
2 fine with that.

3           Actually, I believe since this commission is  
4 allowed to take administrative notice of other  
5 proceedings and other commission's proceedings, that we  
6 probably could get the transcript in, but noting  
7 Mr. Merz's objection, based on having a complete record  
8 of Ms. Notarianni's testimony, I'm willing to allow that  
9 as an exhibit.

10           I assume that would be a cross-examination  
11 exhibit for Mr. Denney?

12           MR. GOODWIN: Yes.

13           JUDGE FRIEDLANDER: So why don't we do this  
14 then. We'll have as cross, we'll have DD-8, and that  
15 will be the transcript of the Colorado proceeding, and  
16 then I will assign a number in advance of DD-9 for the  
17 complete testimony of Ms. Notarianni.

18           MR. MERZ: There was one round, but I just  
19 remind counsel, there was a correction, make sure that  
20 you have that the subsequent correction of the testimony  
21 that would need to be included as well.

22           MS. ANDERL: Didn't they do that on the record?

23           MR. GOODWIN: No, they filed. They did both.

24           JUDGE FRIEDLANDER: When could we expect to have  
25 that?

0218

1           MR. MERZ: One other issue that I'm just  
2 reminded of. The exhibits to Ms. Notarianni's testimony  
3 I believe were confidential. I don't know of any reason  
4 why they couldn't be offered here in a confidential  
5 basis, but obviously the protective order in Colorado  
6 would have said that that information could only be used  
7 for purposes of the Colorado proceeding.

8           JUDGE FRIEDLANDER: Well, I have a problem then,  
9 because I don't know what this confidential information  
10 is, and if it's confidential information from a  
11 different party who's not here --

12           MR. MERZ: It's Qwest's confidential  
13 information.

14           JUDGE FRIEDLANDER: Is that acceptable for  
15 Qwest?

16           MS. ANDERL: We would like to include it as  
17 confidential, but, yes, of course, and we'll -- I mean,  
18 we would I guess waive the provisions of the Colorado  
19 protective order to the extent that it would prohibit us  
20 from using it in this docket, as long as it's protected  
21 in this document.

22           MR. MERZ: That sounds fine, yes.

23           JUDGE FRIEDLANDER: When would I be able to  
24 expect to receive Ms. Notarianni's testimony?

25           MR. GOODWIN: Monday.

0219

1 MS. ANDERL: Monday.

2 JUDGE FRIEDLANDER: Okay. That's fine.

3 I believe I have admitted the transcript now. I  
4 have a hard time admitting something that's not in  
5 evidence at this time, but if there are no objections,  
6 then I'm willing to go forward with that.

7 MS. CAMERON-RULKOWSKI: Your Honor, I believe  
8 that we may have a copy of this testimony. I'm happy to  
9 pass my copy over to other counsel table and see if  
10 that's something that we could --

11 JUDGE FRIEDLANDER: Why don't we go off the  
12 record for a moment and verify that that is the correct  
13 version. If it is, then maybe we could have it filed  
14 today.

15 Let's go off the record.

16 (Discussion off the record.)

17 JUDGE FRIEDLANDER: After a discussion off the  
18 record, is there a motion for admission of DD-8 and  
19 DD-9? DD-8 being the transcript of the Colorado  
20 proceeding from January 24th, 2012, and DD-9 being the  
21 testimony of Lynn Notarianni from the Colorado  
22 proceeding?

23 MR. GOODWIN: Yes. Your Honor, I so move.

24 JUDGE FRIEDLANDER: Okay.

25 MR. GOODWIN: With the clarification as agreed

0220

1 to with counsel that there is a correction that was  
2 filed outside of the hearing to Ms. Notarianni's  
3 testimony, and we will file that as well.

4 JUDGE FRIEDLANDER: Thank you. I appreciate  
5 that.

6 And are there any objections to the admission of  
7 the exhibits?

8 MR. MERZ: No objections, Your Honor. Thank  
9 you.

10 JUDGE FRIEDLANDER: Thank you. Then so  
11 admitted.

12 (Exhibit DD-8 and DD-9 were admitted.)

13 MR. GOODWIN: And with the admission of those  
14 exhibits, Your Honor, I pass the witness.

15 JUDGE FRIEDLANDER: Thank you.

16 Mr. Merz?

17 MR. MERZ: I do not have any redirect for the  
18 witness.

19 JUDGE FRIEDLANDER: I did have one question, and  
20 it's clarification, and I've waited until now to ask it  
21 because I was not sure who would be the best of the  
22 witnesses to ask it of; however, having worked on the  
23 settlement, I think that you would probably be in the  
24 best position to provide the answer.

25 When did Integra become aware that there might



0221

1 be some stability issues with MEDIACC and CEMR?

2 THE WITNESS: Well, the first time that we heard  
3 any reference regarding stability was testimony by  
4 Mr. Hunsucker in the merger proceedings in Arizona,  
5 which was maybe around, I think it was around  
6 December 10th, within a couple of days at least of that,  
7 because it was right after the notice that was released,  
8 that Qwest had said they were going to retire CEMR and  
9 MEDIACC. Had no mention in it of instability. And  
10 Mr. Hunsucker was asked about that on the stand in  
11 Arizona, and he said that he was told that the system  
12 was very unstable and that some of the components were  
13 old and needed to be replaced, and that was his  
14 rationale. And that was the first time we'd heard the,  
15 you know, the instability argument.

16 Remember, Qwest first initially had the notice,  
17 you heard about earlier today, back in 2008, you know,  
18 where they'd first -- you know, started down this path.  
19 And there was no mention in any of the records that I  
20 could find back then or any of the CMP discussions of  
21 instability at that time either.

22 JUDGE FRIEDLANDER: Okay. So Integra knew as of  
23 approximately December of 2010 during the merger  
24 proceeding that there were issues, that was after they  
25 had reached a settlement agreement, correct --

0222

1 THE WITNESS: Correct, because --

2 JUDGE FRIEDLANDER: -- with Qwest/CenturyLink?

3 THE WITNESS: Correct. Because the settlement  
4 agreement was early in November that we reached that.  
5 The notice that said something was going to change, the  
6 first notice I think came out a couple days after we'd  
7 signed the settlement agreement, but the, I think --  
8 when I first kind of became aware of it was this more  
9 detailed December, you know, notice that indicated the  
10 retirement and replacement of --

11 JUDGE FRIEDLANDER: Right. And I guess my  
12 concerns lie -- my concerns stem from the commission's  
13 standpoint, because the merger proceeding was still  
14 going on at that point, and I know the joint CLECs had  
15 raised the issue that it was Qwest's responsibility to  
16 alert the commission to the fact that there might be  
17 some instability in the OSS. My question would be why  
18 didn't Integra alert the commission at that time that  
19 they had just discovered that there was a potential for  
20 these, I guess a catastrophic failure, in quotes?

21 THE WITNESS: Right. I don't think the words  
22 "catastrophic failure" came yet at that point. So the  
23 word was just that the system was very unstable. So  
24 first, you know, I was the witness in the merger  
25 proceedings, and I had participated in, you know,

0223

1 actively negotiating the settlement, and one of the  
2 conditions in that settlement agreement was that, you  
3 know, Integra will support, you know, basic -- you know,  
4 we withdraw our objections to the merger, and then we  
5 will not do anything, the way I kind of read it. And  
6 I'm not sure these were the exact words, but Integra is  
7 not going to do anything to undermine this merger as a  
8 result of this settlement agreement.

9           And I -- and so while the issue came up, I  
10 didn't -- I was pretty nervous about saying -- getting  
11 up and saying here's, you know, here's this -- now, some  
12 of the hearings had already happened -- but saying, hey,  
13 here's this problem, here's this problem, and here my  
14 settlement agreements -- I could just imagine we'd be  
15 having a different discussion about violations of the  
16 settlement agreement at that time.

17           There was also I think in at least some of our  
18 minds that this had to be a mistake because it was a  
19 clear violation of the settlement agreement, and that  
20 this would get -- and all the assurances that  
21 CenturyLink and Qwest were giving to the commissions  
22 across these proceedings and other agreements that they  
23 subsequently entered into reaffirming these things that  
24 this was going to get re- -- this would be resolved,  
25 that this would all be -- this would be done, and that

0224

1 we would have the, you know, the 24 months, which that  
2 changed then to the 30 months.

3 But that's why -- I did get asked about it on  
4 the stand by the joint CLECs, I got asked about it in  
5 Arizona, and I did say that I -- you know, from what I'd  
6 seen of it, and I'd just seen that, you know, for a  
7 couple days, that it looked, it did look like it  
8 violated the merger agreement, but I didn't feel that I  
9 was really in a position to proactively get up there and  
10 say that. That made me very -- that made me very  
11 nervous.

12 JUDGE FRIEDLANDER: That's fine. That's fine.  
13 Thank you.

14 I have no further clarification questions, so  
15 with that, the witness is dismissed. You're excused --  
16 oh, I'm sorry.

17 MS. CAMERON-RULKOWSKI: Your Honor, staff had  
18 reserved time to cross-examine Mr. Denney.

19 JUDGE FRIEDLANDER: You did. That's right. I  
20 apologize. Please go ahead.

21 MS. CAMERON-RULKOWSKI: Thank you, Your Honor.  
22 You actually asked one of our questions so it worked out  
23 just fine.

24 JUDGE FRIEDLANDER: Very good.

25 CROSS-EXAMINATION

0225

1 BY MS. CAMERON-RULKOWSKI:

2 Q. Good afternoon, Mr. Denney.

3 A. Good afternoon.

4 Q. I just have a few questions for you.

5 In your testimony you refer to the joint CLEC  
6 merger agreement, and this is that agreement that's  
7 Exhibit BJJ-5.

8 A. Yes.

9 Q. Now, the CLECs did not file this agreement in  
10 the Qwest/CenturyLink merger proceeding in Washington  
11 state. Correct?

12 A. I'm trying to remember if it was one of the --  
13 there were a number of agreements attached to the  
14 commission's -- the commission's order that incorporated  
15 a number of agreements, and I don't remember whether the  
16 timing was such that this one was included in that order  
17 or not. So -- because the joint CLECs agreement,  
18 Integra really had no part of that, so I'm not as  
19 familiar with the timing as when -- what states it got  
20 filed in.

21 Q. I understand.

22 You do refer to the agreement on your testimony,  
23 in your responsive testimony on page 25, and so that is  
24 my reference point, at least one of them. You may  
25 recall that Judge Friedlander took official notice of

0226

1 this agreement in the merger proceeding, but the  
2 agreement itself was not as a whole adopted by the  
3 Washington State Commission, was it?

4 A. I'll have to take your representation on that.  
5 I don't have that -- order No. 14 was it? I don't have  
6 that with me.

7 Q. If I were to -- well, I have a copy of order 14,  
8 and if the judge would be so kind as to give you a  
9 moment to refer to it, perhaps we could take a few  
10 minutes.

11 JUDGE FRIEDLANDER: Sure. Why don't you  
12 approach the witness and if you have a copy of it, maybe  
13 you can share it with him.

14 MS. CAMERON-RULKOWSKI: Thank you, Your Honor.

15 I don't want to make an improper suggestion, but  
16 all of the settlement agreements are attached at the end  
17 of the order, you might recall.

18 THE WITNESS: I'm looking through those. I'm  
19 almost to the last one.

20 So, I mean, I agree that that agreement is  
21 not --

22 JUDGE FRIEDLANDER: That's fine. Go ahead.

23 BY MS. CAMERON-RULKOWSKI:

24 Q. Mr. Denney, please go ahead and answer the  
25 question, if you're ready now.

0227

1           A. Okay. And so that agreement is not included as  
2 part of the commission's order, order 14. My  
3 understanding of the agreement when it was made was that  
4 it was made available across the, you know, kind of  
5 across the Qwest region, and so it was, you know,  
6 applicable to CLECs who opted into it or wanted to take  
7 advantage of those in every -- in every state.

8           Q. Right. Your testimony is not suggesting,  
9 though, that the Washington Commission could enforce a  
10 term in that agreement when the Washington Commission  
11 never adopted it, is it?

12          A. I think -- that's maybe a legal question.  
13 That's a little bit beyond my ability. If the agreement  
14 is -- I'm not sure who would have jurisdiction over the  
15 disputes of an agreement in that situation, so if a  
16 dispute arose as a result of that agreement, it may be  
17 that the -- you know, that the commission would be the  
18 proper authority to look at that, but I'm going to  
19 have -- I would have to talk to, you know, counsel  
20 about, you know, how something would work in that  
21 particular situation.

22          Q. Is Integra asking that this commission enforce  
23 any particular terms in that agreement that don't appear  
24 in the Integra agreement or the staff public counsel  
25 agreement that were filed with the Washington Commission

0228

1 during the Qwest/CenturyLink merger proceeding?

2 A. There are additional terms. I think some of  
3 them haven't come up yet. There's some additional  
4 testing requirements. And the data that CenturyLink is  
5 supposed to provide before you enter into a test  
6 environment regarding the volumes, that issue hasn't  
7 come, so I don't think that's an issue right now of  
8 dispute, but it's something, I mean, certainly both  
9 Integra and joint CLECs expect CenturyLink to do.

10 There is a term in that agreement, in Section C  
11 of the -- 1-C of that joint CLEC agreement, that is  
12 talking about some additional conditions that they added  
13 to Section 12 of the Integra agreement. One of them has  
14 to do with functional equivalency requires provision of  
15 functionality equivalent data flowing into the CLECs  
16 system sufficient to enable the CLEC to maintain its  
17 existing level of back office system automation.

18 I think those are kind of points that Mr. Hansen  
19 was getting at earlier today, that they would -- that  
20 PAETEC would be unable to do if this system or, you  
21 know, the systems changed out to MTG.

22 Q. So the points that you just raised contained in  
23 the joint CLEC agreement, is it Integra's contention  
24 that the Washington Commission should enforce those?

25 A. I do think they should enforce those agreements.



0229

1 It was something that was offered up through all of the  
2 Qwest territory. I think the main agreement, but we  
3 know here, you know, is the Integra agreement which has  
4 a number of provisions that stands, you know, stands on  
5 its own with respect to the case, but I think these  
6 additional provisions are important in -- and I would  
7 think the commission would be the body that would  
8 oversee disputes regarding those additional commitments,  
9 but that's the thing that I would really want to talk  
10 to, you know, counsel about.

11 Q. Let's move on. In your testimony, you refer to  
12 the term "integrate," which is used in condition 23 of  
13 the staff public counsel settlement agreement, and  
14 Integra's settlement condition 12. And I think we've  
15 talked about that a little bit earlier today. You agree  
16 that OSS integration in the language of these conditions  
17 could refer to the integration of Legacy/Qwest OSS into  
18 CenturyLink's EASE. Right?

19 A. So let me be clear. Your question is whether  
20 under these agreements is CenturyLink allowed to use the  
21 Legacy/Qwest systems and the Legacy/CenturyLink  
22 territory. Is that what you're --

23 Q. No. My question is actually quite simple.

24 And just for the court reporter, EASE is  
25 E-A-S-E, all capital letters.

0230

1           My question is simply when we're talking about  
2 the word "integration" in these conditions, you agree  
3 that it could refer to the integration of Legacy/Qwest  
4 OSS into EASE, that's one of the possible meanings of  
5 "integrate." Correct?

6           A. That would be one of the possible meanings of  
7 "integrate," but I think the conditions that we've laid  
8 out here are conditions on the OSS in the Legacy/Qwest  
9 territory, so I don't think that would apply.

10           And maybe I need to look at the staff, you know,  
11 conditions more carefully, but at least in the Integra  
12 agreement, it's the Legacy/Qwest operational support  
13 systems in Section 12 that the time periods and the  
14 restrictions and requirements apply to.

15           And so I understand EASE to be a  
16 CenturyLink/Legacy -- a Legacy/CenturyLink system  
17 pre-Qwest, so I do think they are able under this  
18 agreement to make changes to those Legacy -- the  
19 non-Qwest systems.

20           Q. One of the concerns that I think we've heard  
21 testimony on today from the merger proceeding was that  
22 the Qwest OSS might be done away with and switched over  
23 to CenturyLink's EASE. My question is simply the word  
24 "integrate" in this condition would refer to that  
25 situation. Correct?

0231

1           A. Right. I think maybe I was hearing you  
2 backwards. If EASE were used into the Legacy/Qwest  
3 territory, I think that would be a violation. Under the  
4 time periods outlined here, if that were done now, that  
5 would be a violation of the settlement agreement. That  
6 would be an integration of a system into the  
7 Legacy/Qwest OSS.

8           Q. Yes, like I said, it's a --

9           A. Okay.

10          Q. -- it really was meant as a simple question.

11          A. I was hearing the other direction, which is that  
12 moving into the -- moving a Qwest OSS into CenturyLink,  
13 which is why I answered as I did, not the other way  
14 around.

15          Q. Do you also degree that integration could refer  
16 to the integration of Legacy/Qwest OSS into an entirely  
17 new system?

18          A. Yes. Integrate, bringing in an entirely new  
19 system into the Qwest/Legacy OSS. I kind of view  
20 "integrate" as the combining of one thing with another  
21 thing, so any shape that that would take place would be  
22 integration.

23          Q. Thank you.

24                 MS. CAMERON-RULKOWSKI: I have no further  
25 questions for Mr. Denney.

0232

1 JUDGE FRIEDLANDER: Thank you.

2 Did Mr. Merz have any redirect?

3 MR. MERZ: I do not. Thank you, Your Honor.

4 JUDGE FRIEDLANDER: Thank you.

5 MR. GOODWIN: I just have one follow-up question  
6 based on the question of Your Honor.

7 JUDGE FRIEDLANDER: That's fine.

8 MR. GOODWIN: Thank you, Your Honor.

9 FURTHER CROSS-EXAMINATION

10 BY MR. GOODWIN:

11 Q. Judge Friedlander was talking with you about why  
12 didn't you raise objections after you gained knowledge  
13 of the MEDIACC and MTG issues. Do you recall that  
14 testimony?

15 A. Yes.

16 Q. There's nothing in the settlement agreements  
17 that we've discussed here today and nothing in any  
18 commission rule or other legal requirement that would  
19 have prevented Integra from complaining that they  
20 thought the merger settlements were going to be  
21 breached. Correct?

22 A. There is a provision -- let me find it here --

23 Q. My question is specifically directed at whether  
24 or not these merger settlement agreements are going to  
25 be breached, not whether the -- not to oppose the

0233

1 merger. The question is is there anything in the merger  
2 settlements that says you can't claim that they're being  
3 breached. Was there any other legal requirement in the  
4 Washington rules or any other legal requirement that  
5 you're aware of that prevented Integra from saying the  
6 merger settlements will be breached?

7 A. We're getting into these future questions. I  
8 think at the time that there wasn't -- we didn't know  
9 the merger settlement was going to be breached. We felt  
10 the notice that you sent out was a violation of that  
11 disagreement, and that would get fixed by getting rid of  
12 that -- getting rid of that notice.

13 There are provisions in here about how Integra  
14 needs to represent the settlement agreement, which has,  
15 as you mentioned, a lot of issues were covered through  
16 that agreement as part of the ongoing proceedings, and  
17 it was my view that saying, getting up on the stand and  
18 saying they're already -- they're already showing  
19 indications they're going to breach this agreement went  
20 against the provision that said -- or asking the  
21 commission to approve this in the public interest, and  
22 we've thought these things -- we thought that would get  
23 worked at the time -- I thought it was a mistake, it  
24 would get worked out, it would get fixed at that time.

25 And I think that would have thrown -- that would

0234

1 have put all of that into jeopardy, and, you know, by  
2 saying that.

3 Q. Maybe my question got somewhere lost in there.  
4 My question is is there anything in the merger  
5 settlement agreement which prevented you from claiming  
6 that it would be breached, or was being breached or  
7 might be breached.

8 A. Those words aren't in the settlement agreement,  
9 but --

10 Q. That's all I have.

11 A. -- I just -- just go back to what I said before.  
12 I won't repeat it.

13 JUDGE FRIEDLANDER: Okay. Thank you.

14 With that, the witness is excused.

15 Thank you.

16 THE WITNESS: Thank you.

17 JUDGE FRIEDLANDER: I believe up next is  
18 Mr. Hunsucker, and Mr. Goodwin, if you want to introduce  
19 your witness.

20 MR. GOODWIN: Yes, Your Honor. We call  
21 Mr. Michael Hunsucker.

22 MICHAEL HUNSUCKER

23 Witness herein, having been first duly sworn on  
24 oath, was examined and testified as follow:

25 THE WITNESS: Yes, I do.

0235

1 JUDGE FRIEDLANDER: Thank you. You can sit  
2 down.

3 Mr. Goodwin?

4 DIRECT EXAMINATION

5 BY MR. GOODWIN:

6 Q. Good morning, Mr. Hunsucker. Could you state  
7 your name and spell it for the record, please.

8 A. Sure. Good afternoon.

9 My name is Michael Hunsucker, M-I-C-H-A-E-L,  
10 last name is spelled H-U-N-S-U-C-K-E-R.

11 Q. I'd like the record to reflect that it is no  
12 longer morning.

13 A. I tried to be subtle in correcting you,  
14 Mr. Goodwin.

15 Q. You have what has been marked, and I believe  
16 admitted, as Exhibit MH-1T in front of you?

17 A. Yes, I do.

18 Q. That's 15 pages without exhibits?

19 A. Correct.

20 Q. If I asked you the same questions that are  
21 presented in that prefiled testimony here on the stand  
22 today under oath, would your answers be the same?

23 A. Yes, they would.

24 Q. Do you have any corrections to your testimony?

25 A. No, I do not.

0236

1 MR. GOODWIN: Then I present the witness for  
2 cross-examination.

3 JUDGE FRIEDLANDER: Okay. Thank you.

4 I think what I'm going to do, I'm going to allow  
5 Mr. Merz first, and then Ms. Giles, and then staff.

6 So, Mr. Merz, if you'd like to cross-examine the  
7 witness.

8 MR. MERZ: Thank you.

9 CROSS-EXAMINATION

10 BY MR. MERZ:

11 Q. Good afternoon, sir.

12 A. Good afternoon.

13 Q. I'd like to talk to you first about the Integra  
14 settlement agreement, which you can find, it's been  
15 marked as hearing Exhibit BJJ-4, but it's under  
16 tab three in Ms. Johnson's testimony.

17 It looks like you may have it here.

18 A. I do have it here, yes.

19 Q. You were directly involved in negotiating this  
20 agreement. Is that correct?

21 A. Yes, I was.

22 Q. You are familiar with its terms?

23 A. Yes.

24 Q. I'd like you to look at page 6. I'm looking at  
25 section four of the agreement, which refers to rates



0237

1 generally.

2 A. Okay, I see that.

3 Q. The general purpose of this provision regarding  
4 rates is its an agreement that CenturyLink and Qwest  
5 would not increase rates in the interconnection  
6 agreements during a specific period of time. Is that  
7 right?

8 A. Yes.

9 Q. The specific period of time is the longer of  
10 either the unexpired period of a CLEC's ICA or 36  
11 months. Is that right?

12 A. Let me -- yes, that's correct.

13 Q. Now, Section 4-A permits the merged company to  
14 initiate a cost case before the expiration of 36 months.  
15 Is that right?

16 A. O. Let me see exactly where -- you said 4-A?

17 Q. Correct. On page 7.

18 A. Yes, it does say that we can initiate a cost  
19 docket before the expiration of the 30-month period.

20 Q. But there are certain requirements that apply to  
21 that permission to initiate a cost docket before 36  
22 months. Correct?

23 A. Yeah, I'm not sure what requirements you're --

24 Q. I'll be --

25 A. -- referring to, because it's been a long time

0238

1 since I've looked at this specific section.

2 Q. What the agreement provides is that a cost  
3 docket can't be initiated until at least 18 months after  
4 the merger close. Is that right?

5 A. Yes, that's correct.

6 Q. And it also provides that rates that would be  
7 approved in such a cost docket can't actually take  
8 effect until 36 months after the ICA extension period.  
9 Is that right?

10 A. That's correct.

11 Q. Now, the purpose of that provision as you  
12 understand it is that that allows new rates to go into  
13 effect immediately upon the expiration of the specified  
14 period if a cost case has been completed prior to that.

15 A. Prior to the 36 months, yes, that's right.

16 Q. Now, look also at Section 2-A, which relates to  
17 modifications to the QPAP. Do you have that there?

18 A. On page 3?

19 Q. Yes, correct.

20 A. Yes.

21 Q. And there the agreement provides that the merged  
22 company will not seek to eliminate or withdraw the QPAP  
23 for at least three years after closing. Correct?

24 A. I'm reading this again. Bear with me just one  
25 second.

0239

1 Q. Sure, sure.

2 A. I'm not seeing your reference.

3 Q. I'm looking at the next-to-the-last sentence of  
4 Section 3-A. Yes, the next-to-the-last sentence of 3-A.

5 A. I couldn't find it, I'm sorry. The merged  
6 company will not seek to eliminate or withdraw for at  
7 least three years, yes.

8 Q. The immediately preceding sentence says that  
9 notwithstanding that 36-month period, the parties may  
10 seek modifications after 18 months, modifications to the  
11 QPAP. Is that right?

12 A. That's correct. Modifications to the terms and  
13 conditions.

14 Q. And so what the parties did in both Section 4  
15 and Section 2 is they negotiated a specific time frame  
16 that would apply to the rates that were in effect and  
17 the QPAP as it was then in effect. Is that right?

18 A. Correct.

19 Q. And they also agreed to terms under which Qwest  
20 and CenturyLink could seek to make changes earlier than  
21 those timeframes provided that certain conditions were  
22 met. Correct?

23 A. I'm not sure I agree completely with that  
24 statement. There was a time period that was earlier  
25 than we could go in to seek the modifications, but they

0240

1 still couldn't be implemented during that time period.  
2 There was a certain wait period that we agreed to.

3 Q. Fair enough. And so what you agreed was that  
4 Qwest essentially could begin taking regulatory actions  
5 that would allow those changes to go in effect as soon  
6 as the defined time period had expired.

7 A. Yes. I would agree with that.

8 Q. Section 12, which is the provision that we spent  
9 a lot of time talking about in this case, restricts the  
10 merged company's ability to make certain changes to  
11 Qwest's OSS. Is that right?

12 A. Yes. That's correct.

13 Q. And that refers to a time period of two years,  
14 or July 2012, and that was later extended to 30 months.  
15 Is that right?

16 A. There was a period that we would continue to  
17 offer and use the Legacy/Qwest OSS, and it was  
18 originally until July 1, 2013, then we agreed to extend  
19 that for a 30-month period.

20 Q. That extension is found in the joint CLECs  
21 agreements. Is that right?

22 A. Yes, that's correct.

23 Q. There is no language in Section 12 to permit  
24 CenturyLink to initiate a change earlier in order that  
25 that change can take effect immediately upon expiration

0241

1 of the 30-month period, is there?

2 A. I think there is.

3 Q. What language would you be referring to?

4 A. If you look at paragraph 12-A, it says the  
5 merged company will provide notice to the wire line of  
6 the effective changes at least 270 days before replacing  
7 or integrating the system. The date by which we can  
8 replace and retire the system is that 30-month period.  
9 So again this says we can give 270 days notice before  
10 that takes place.

11 Q. I'd like you to refer to your direct testimony  
12 now at page 7.

13 A. Okay.

14 Q. I'm looking specifically at line seven where you  
15 say that the company will follow all required steps  
16 outlined in the settlement agreements if and when the  
17 company decides to retire or replace any OSS. Do you  
18 see that?

19 A. Yes, I do.

20 Q. And, in fact, CenturyLink has made the decision  
21 that it will retire MEDIACC. Correct?

22 A. Yes. And this was a generic statement around we  
23 would follow those required steps to replace any OSS.  
24 So it was just a generic statement about all the OSS  
25 systems. But you're right, as we sit here today, we

0242

1 have decided that MTG will be the replacement system for  
2 MEDIACC, but that will occur after we meet all the  
3 conditions in all the settlement agreements and not  
4 before October 2013.

5 Q. And you were here earlier today when Ms. Anderl  
6 asked Ms. Johnson about a modification to the change  
7 request that removed a reference to MTG as the  
8 retirement for MEDIACC. Do you recall that  
9 cross-examination testimony?

10 A. Yes.

11 Q. And even though that reference was removed from  
12 the CR, that doesn't change the fact that MTG is, in  
13 fact, going to be the replacement for MEDIACC. Right?

14 A. It doesn't change the fact that our plans are to  
15 replace that system, but it also doesn't change the  
16 terms that are in all the settlement agreements that we  
17 have to meet before that can take place. You know, as  
18 I've said, we're committed to meeting all those steps in  
19 that retirement -- in those settlement agreements before  
20 we retire or replace MEDIACC with MTG.

21 Q. But my point is that removing the reference in  
22 the MTG as the replacement for MEDIACC didn't change the  
23 fact that MTG will be the replacement for MEDIACC, did  
24 it?

25 A. Again, it doesn't change our plans to move to

0243

1 MTG as the replacement system.

2 Q. It was a change that really doesn't have any  
3 effect, did it?

4 A. I'm not sure I understand that question,  
5 "doesn't have any effect."

6 Q. Well, Ms. Johnson was asked questions this  
7 morning about a change to the CR that removed a  
8 reference to MTG as the replacement to MEDIACC, and I  
9 understand that reference was removed, but that removal  
10 didn't change CenturyLink's plans with regard to  
11 replacing MEDIACC with MTG.

12 A. I agree with that, yes.

13 Q. Now, in your direct testimony at page 8, line  
14 18, you talk about how you first became aware of the  
15 issue of retirement of MEDIACC. Is that right?

16 A. That's correct.

17 Q. You first learned that during the Arizona merger  
18 hearing on about -- I think it was December 20th. Is  
19 that right?

20 A. Yeah, that's correct. I know Mr. Denney said  
21 the 10th, but it was actually the 20th that we were in  
22 Arizona for that hearing.

23 Q. Now, you were the witness who testified on  
24 behalf of the joint applicants, Qwest and CenturyLink,  
25 regarding wholesale OSS issues in all of the merger

0244

1 cases. Isn't that right?

2 A. Yes.

3 Q. And I was actually the lawyer that asked you  
4 questions in Arizona about this issue of MEDIACC's  
5 retirement. Is that right?

6 A. Yes, that's correct.

7 Q. Did you review the transcript of your testimony  
8 in Arizona in preparation for your testimony here today?

9 A. I reviewed that section of the testimony,  
10 because you provided it to me last week in Colorado.

11 Q. We talked about it a little bit in Colorado, and  
12 you recall at that time that I had asked you  
13 specifically about CEMR, and what you told me was that  
14 you had been informed by people at Qwest that CEMR was  
15 very unstable. Is that right?

16 A. Yeah, I think what I told you, that I was  
17 informed by the Qwest folks that the system was  
18 unstable, and that the use of the word "very" was  
19 something that I used, it was not something that the  
20 Qwest folks actually told me.

21 Q. And I wondered about that, because I think you  
22 would agree with me that you at the time of that  
23 testimony were not an expert in Qwest OSS systems, were  
24 you?

25 A. No, I'm not. I was not at that time, nor am I



0245

1 really today.

2 Q. And so my question is if Qwest people were  
3 telling you that the system was unstable, why would you  
4 then say at the hearing that the system was -- that you  
5 had been told that the system was very unstable?

6 A. Yeah, and I don't know that I have a good answer  
7 to that question. Those were the words that I used at  
8 the time, and as I said last week, and as I say here  
9 today, the words they used were "unstable," and I used  
10 the word "very" in front of it.

11 Q. Just to be clear, we were talking specifically  
12 about CEMR, but the same concern about stability applied  
13 to MEDIACC as well. Is that right?

14 A. Yes, that's true.

15 Q. You don't recall who told you about the system  
16 being unstable?

17 A. No. As I recollect on that, we were in joint  
18 planning meetings, merger planning meetings, and it was  
19 individuals from the Qwest policy division, but I can't  
20 remember exactly which one mentioned that to me.

21 Q. It wasn't an IT person?

22 A. No, there was no IT people in those meetings, so  
23 no, it was not an IT person.

24 Q. Did you ever talk with an IT person prior to the  
25 March approval about the stability of the MEDIACC and

0246

1 CEMR systems?

2 A. No, I did not, because at that point in time  
3 we -- you know, my expectation, this was not -- or the  
4 realization was this was not a merger-related change  
5 that was being proposed by Qwest. This was something  
6 they were doing on their own in preparation for moving  
7 to the MTG or CTG, whatever they referred to it at that  
8 point in time. It was not something, you know, as I've  
9 said, was a merger-related issue, because at that point  
10 they were running their business, and I had no ability  
11 to influence their business decisions prior to the  
12 merger closing on April 1st.

13 Q. You did know on December 20th that your company  
14 had entered into an agreement to continue to use and  
15 offer Qwest/Legacy OSS for a period after the merger.  
16 Is that right?

17 A. Yes.

18 Q. And you knew you that CEMR and MEDIACC were in  
19 fact both Qwest/Legacy systems. Is that right?

20 A. Yes.

21 Q. You knew that CLEC were relying on the  
22 settlement agreement and the promise that they would be  
23 able to continue to use MEDIACC and CEMR for a period  
24 after the merger?

25 A. Yes. I understood that. And post merger

0247

1 closing we remedied that situation by withdrawing the CR  
2 to retire MEDIACC. And as we've discussed earlier,  
3 we're committed to leaving that system in place for the  
4 30 months.

5 Q. You were concerned when you first heard about  
6 the instability of CEMR and MEDIACC that you had just  
7 entered into this agreement with the joint CLECs and you  
8 were concerned about whether your company would be able  
9 to fulfill its end of that agreement, weren't you?

10 A. I was concerned about whether that was  
11 consistent with the settlement agreement, but again I  
12 couldn't influence what Qwest was doing for their  
13 company at that point in time to try to be proactive  
14 with their CLEC customers and provide a new system and a  
15 new alternative for maintenance and repair.

16 Q. But what you could do, though, was gather  
17 information to determine whether the company would be  
18 able to meet its merger commitments. Correct?

19 A. Sure, I could have done that, yes.

20 Q. There was nothing that prevented you from doing  
21 that, no legal reason, no practical reason, was there?

22 A. There was no legal reason. I think the  
23 practical reason again was I couldn't control the  
24 decisions being made by Qwest for their company.

25 Q. And my question is not whether you could control

0248

1 the decisions, but whether you could find out whether  
2 the company would likely be able to meet its merger  
3 commitments. That's something you could have  
4 investigated and chose not to. Correct?

5 A. Yes, I guess I could have investigated that.

6 Q. And you chose not to?

7 A. I don't know that I chose not to. I did not.  
8 It wasn't a conscious decision to choose one over the  
9 other at that time.

10 Q. Did you ever ask anyone else to perform such an  
11 investigation?

12 A. No.

13 Q. Did you do anything to investigate the  
14 consequences to the CLECs if either MEDIACC or CEMR were  
15 to fail?

16 A. No, I did not.

17 Q. Did you understand, though, that those  
18 consequences would be significant?

19 A. I had concerns about the consequences. I don't  
20 know that I had a real appreciation for the significance  
21 of those consequences.

22 MR. MERZ: Your Honor, I have a  
23 cross-examination exhibit that I'd like to speak with  
24 Mr. Hunsucker about.

25 JUDGE FRIEDLANDER: Okay. I will mark this

0249

1 exhibit for identification purposes as MH-2.

2 (Exhibit MH-2 was offered.)

3 BY MR. MERZ:

4 Q. Mr. Hunsucker you have in front of you a  
5 document marked as MH-2. You recognize this as a  
6 response by Qwest and CenturyLink to an information  
7 request propounded by the joint CLECs. Correct?

8 A. Yes.

9 Q. And this response discusses what analysis,  
10 examination, investigation, was done before entering  
11 into the Integra settlement agreement regarding whether  
12 the company could continue to use and offer Qwest OSS  
13 for at least 24 months. Is that right?

14 A. Yes. I need to read this.

15 Q. Sure. Take your time.

16 A. Okay.

17 Q. So my question is does this response describe  
18 the investigation, if any, that was done by Qwest and  
19 CenturyLink before the companies entered into the  
20 Integra agreement regarding whether the company could  
21 continue to use and offer Legacy/Qwest OSS for at least  
22 24 months after the merger?

23 A. That was the question that was asked, and this  
24 was our response, yes.

25 MR. MERZ: Your Honor, the joint CLECs offer

0250

1 Exhibit MH-2.

2 JUDGE FRIEDLANDER: Okay. Are there any  
3 objections?

4 MR. GOODWIN: None, Your Honor.

5 JUDGE FRIEDLANDER: Okay. So admitted. Thank  
6 you.

7 (Exhibit MH-2 was admitted.)

8 BY MR. MERZ:

9 Q. My question about this exhibit actually relates  
10 to the very last sentence of the response there, where  
11 it says "these determinations assumed." Do you see  
12 that?

13 A. Yes.

14 Q. It says, "These determinations assumed that post  
15 merger Qwest would not be prohibited from maintaining or  
16 upgrading Legacy/Qwest systems." My question is MTG is  
17 not either maintaining or upgrading a Legacy/Qwest  
18 system, is it?

19 A. I'm not sure that I could answer that from a  
20 technical standpoint. I think it could be considered an  
21 upgrade to a Legacy/Qwest system if there's risk of  
22 instability in MEDIACC, and we're solving that through  
23 implementing MTG, then, you know, that could be viewed  
24 as an upgrade of the system. And again this was all  
25 premised on the fact that we didn't believe there was --

0251

1 there was no integration with a CenturyLink system.  
2 This was purely a Qwest replacement or implementation of  
3 a new system in addition to MEDIACC that we, you know,  
4 would leave up for the 30-month period.

5 Q. So you believe that MTG could be viewed as  
6 upgrading a Legacy/Qwest system. Is that right?

7 A. Yeah, from a nontechnical standpoint, it's just  
8 like buying a new car. If you're buying a new car, in  
9 my view that's an upgrade to the situation, and that's  
10 what we were -- are trying to do with the MTG system.

11 Q. Going to your direct testimony at page 10. I'm  
12 looking at line two, where you say the company didn't  
13 need to investigate which systems might experience a  
14 force majeure event. Do you see that?

15 A. Yes.

16 Q. What did you mean by force majeure there?

17 A. Well, I think the -- let me read. You know, a  
18 force majeure is something that could be construed as an  
19 act of God, hurricane, tornado, flood, anything of that  
20 nature.

21 Q. Does the settlement agreement contain a force  
22 majeure clause?

23 A. I don't recall specifically if that's in the  
24 settlement agreement or not.

25 Q. Is it your understanding that the concept of

0252

1 force majeure would apply to excuse a party's own  
2 negligence?

3 A. No. And I was not trying to suggest here that  
4 it would excuse a party's own negligence, but if a  
5 system goes down and we need to understand the cause of  
6 why it goes down, and it could be, you know, failure of  
7 the hardware, software, it could be something outside  
8 the control of the company.

9 Q. In your direct testimony at page 9, line six,  
10 the question is if you had known about the MTG project,  
11 would you have proceeded with the merger settlement  
12 agreement, and the answer you give there is yes, you  
13 would have. Is that right?

14 A. Yes.

15 Q. You go on to say that the settlement agreement  
16 didn't prohibit an alternative system. Is that right?

17 A. Correct. The development and optional  
18 availability of a new system.

19 Q. Then you say the original MTG project that  
20 needed clarification is that MEDIACC would not be  
21 replaced for 30 months. Do you see that?

22 A. Yes.

23 Q. That wasn't a clarification, that was a change  
24 of the plan that Qwest had previously announced, was it  
25 not?



0253

1           A. Change, clarification, I mean whatever the right  
2 word is, the thing that happened was we came back after  
3 the merger closing and said we are not going to replace  
4 and retire the MEDIACC system.

5           Q. Now, you agree with me, do you not, that the  
6 announcement in December of 2010 that MEDIACC was going  
7 to be retired in the end of 2011, that that announcement  
8 violated the merger conditions of the Integra settlement  
9 agreement?

10          A. Based on our review, after the merger closing,  
11 that's exactly why we pulled the retirement of the  
12 MEDIACC system. We agreed to leave it up for the period  
13 that we committed to in the settlement agreement.

14          Q. But you didn't review that issue before the  
15 merger closed, whether or not that announcement violated  
16 the merger settlement agreement?

17          A. There was some review during that period, but  
18 not to the extent of actually changing it, because again  
19 we could not change the direction that Qwest was taking  
20 as a stand-alone company until the merger closed.

21          Q. But what you could have done is you could have  
22 said to the CLECs: CLECs, we understand Qwest has made  
23 this announcement, but understand that if the merger  
24 closes, we're not going to take that action, we're not  
25 going to retire MEDIACC at the end of 2011.

0254

1           A. And that's what we did at post merger closing.

2           But I think the other thing is the CLECs could  
3 have come to us and said we think this is a violation of  
4 the merger agreement. That did not happen either. It  
5 happened in a February time frame when we got some  
6 notification from Integra.

7           Q. Right. What was the response to that?

8           A. The response at that point in time was they had  
9 to continue to operate as two separate companies. Per  
10 federal laws and regulations, we did not want to be  
11 accused of making -- of any gun jumping or making  
12 decisions on behalf of another company.

13          Q. You are aware that Integra expressed concern  
14 about the retirement of MEDIACC, and at that point Qwest  
15 and CenturyLink took the position that the retirement in  
16 December 2011 of MEDIACC would not violate the  
17 settlement agreement?

18          A. You know, I don't recall whether we took that  
19 position premerger closing or not, to be honest.

20          Q. Would you refer to -- it's actually an exhibit  
21 to Ms. Johnson's testimony. It was it marked as hearing  
22 Exhibit 19, but you'll find it under tab 17 to her  
23 testimony.

24          A. Okay. I have it.

25          Q. The first page of that exhibit is an e-mail from

0255

1 Karen Clauson, who's a lawyer at Integra, to Daphne  
2 Butler and Linda Gardner at -- Daphne Butler at Qwest  
3 and Linda Gardner at CenturyLink. Is that right?

4 A. Yes, that's correct.

5 Q. And in her e-mail, Ms. Clauson expresses concern  
6 that the plan to retire CEMR and MEDIACC would violate  
7 the settlement agreement. Is that right?

8 A. I'll need a few minutes to read it.

9 Q. Sure.

10 A. Yes, this letter is asking both -- is stating  
11 that both parties are, both Qwest and CenturyLink, are  
12 parties to the merger settlement agreement, and asking  
13 us to respond as to whether and how these proposed  
14 changes comply with the settlement agreement.

15 Q. And then the response to Ms. Clauson's request  
16 is the next page. Is that right?

17 A. Yes.

18 Q. And the response comes from Ms. Butler, who's a  
19 lawyer at Qwest. Is that right?

20 A. That's correct.

21 Q. And it's copied to Ms. Gardner, who's a lawyer  
22 at CenturyLink. Correct?

23 A. Correct.

24 Q. Here Ms. Butler takes the position that the  
25 proposed changes comply with the settlement agreement

0256

1 and they're required in order for Qwest to meet its post  
2 merger obligations regarding the PAPs and the ICAs. Is  
3 that right?

4 A. Yes, that's the words here.

5 Q. Ms. Butler, in the next paragraph, says that the  
6 Section 12 procedures don't apply to replacement that  
7 was initiated by Qwest well before the merger. Is that  
8 right?

9 A. Yes.

10 Q. You don't agree with these statements by  
11 Ms. Butler, do you?

12 A. Do I personally agree with them? Is that your  
13 question?

14 Q. Does your company agree with them?

15 A. I think at this point the answer is no. We  
16 didn't agree -- we don't agree with these statements,  
17 and that's why we made the changes that we did post  
18 merger closing to remove MEDIACC from a retirement  
19 status.

20 Q. Well, did you agree back in February when this  
21 e-mail was sent, "You" meaning among your company.

22 A. I don't know. I don't remember seeing this  
23 response, as I said, I don't recall.

24 Q. Ms. Garner never expressed any disagreement with  
25 this interpretation offered by Ms. Butler, did she?

0257

1 MR. GOODWIN: Objection to the extent that that  
2 calls for the disclosure of attorney-client privilege.

3 MR. MERZ: And I'll rephrase to ask a better  
4 question.

5 JUDGE FRIEDLANDER: Thank you.

6 BY MR. MERZ:

7 Q. Did Ms. Gardner to your knowledge ever express  
8 any disagreement to Integra or any other third party  
9 with the interpretation offered by Ms. Butler of the  
10 settlement agreement?

11 A. I have no knowledge of whether she did or did  
12 not.

13 Q. And that's something that given her role at the  
14 company you would know if she offered that to some other  
15 third party, wouldn't you?

16 A. Not necessarily, no.

17 Q. Didn't she work for you?

18 A. No, she did not work for me. She's a lawyer in  
19 the legal department. She did not work for me.

20 Q. You weren't her client, or one of them?

21 A. I was one of her clients through the merger  
22 proceeding, yes.

23 Q. You were one of her clients in February 2011.  
24 Correct?

25 A. Yes.

0258

1 Q. In your direct testimony at page 9, line four,  
2 you say, "I did not have full visibility into all of the  
3 Legacy/Qwest wholesale business plans and operations."  
4 Is that right?

5 A. Correct.

6 Q. What did you mean, "full visibility"?

7 A. I meant that I didn't have -- I didn't have a  
8 lot of input into their wholesale business plans and  
9 operations at Qwest. Again, we were a stand-alone  
10 company at -- prior to the merger settlement, so I had  
11 some insight based on my work through the merger, but it  
12 was pretty limited.

13 Q. When you talk about visibility, aren't you  
14 referring to the degree to which you knew what Qwest's  
15 plans were?

16 A. Again, we're talking here about visibility into  
17 their business plans and operations.

18 Q. Right. But "visibility" means what you knew  
19 about those plans and operations?

20 A. Yeah. Make sure I answer that correctly. I  
21 want to -- I did not have the ability to look into their  
22 systems or their business plans for purposes of, well,  
23 for any purpose for that point, because they were a  
24 stand-alone company.

25 Q. But you knew what those plans were, did you not,

0259

1 specifically with regard to MEDIACC and CEMR?

2 A. I knew on December 20th when we were in the  
3 Arizona hearing at that point, that's when I became  
4 aware of their plans in regards to CEMR and MEDIACC, and  
5 the retirement CR that was issued, I think the week  
6 before.

7 Q. And you knew in February what Qwest's position  
8 was with regard to whether those plans would comply with  
9 the settlement agreement?

10 A. Again, I don't recall this particular e-mail  
11 string that you put in front of me.

12 Q. In your direct testimony at page 9, line three,  
13 you talk about the requirements of federal law that  
14 Qwest and CenturyLink continue to operate as separate  
15 companies. Is that right?

16 A. Yes.

17 Q. Now, you don't claim, do you, that there's any  
18 federal law that prevented you from obtaining the  
19 information necessary to determine whether the company  
20 could meet the commitments set out in the merger  
21 settlement agreement?

22 A. You may have to be more specific when you say to  
23 meet the commitment. Which commitment are you referring  
24 to?

25 Q. Sure. You're not saying that there was any

0260

1 aspect of federal law that prevented you from gathering  
2 information to determine whether the company would be  
3 able to meet its commitments to maintain CEMR and  
4 MEDIACC for 30 months after the merger closed?

5 A. No, I don't think so, but again, that's -- we're  
6 still there where we're doing everything we can to meet  
7 that commitment.

8 Q. My question really just focuses on the  
9 requirements of law. You're not aware of any legal  
10 requirement that required you from -- prevented you from  
11 investigating whether the company could keep MEDIACC in  
12 place for 30 months?

13 A. I'm not aware of any, but that's more a legal  
14 question.

15 Q. Well, you told me in Colorado that you weren't  
16 aware of any requirement. Correct?

17 A. No, I am not aware of any requirement.

18 Q. Go to your direct testimony at page 11. At  
19 page 11, line six, you say that it was your  
20 understanding that the CLECs were concerned that  
21 Legacy/CenturyLink systems would be used in place of  
22 Legacy/Qwest systems. Correct?

23 A. Correct.

24 Q. The joint applicants, Quest and CenturyLink,  
25 testified in the merger proceedings that the company



0261

1 didn't have any plans to create any new systems. Isn't  
2 that right?

3 A. We said that we didn't have any plans to create  
4 new systems, that's correct.

5 Q. And in a brief that was filed with the  
6 Washington Commission on January 21st, CenturyLink told  
7 the commission that CenturyLink will have no immediate  
8 need or be under any time pressure to make any  
9 alterations to OSS in Qwest areas. You recall that,  
10 don't you?

11 A. I don't recall the specific wording. I don't  
12 recall that being in the brief. I'm not saying that it  
13 wasn't, but I don't recall all the terms of the brief.

14 Q. It's quoted at Mr. Denney's direct testimony at  
15 page 75 if you want to look at that.

16 MR. GOODWIN: I guess I'll object that quoting  
17 Mr. Denney's -- or for Mr. Hunsucker to review  
18 Mr. Denney's quote of what was provided in a brief does  
19 not cure the problem of his lack of personal knowledge.  
20 I'm not sure that he can really testify one way or the  
21 other here.

22 MR. MERZ: Actually, I think that's a fair  
23 objection. My question is going to be to ask him to  
24 review that language and assuming that was in fact --  
25 and I believe we could determine that it was -- that

0262

1 that's what the brief said, does he agree or disagree  
2 with the statement.

3 JUDGE FRIEDLANDER: That's fine. I'll allow it.

4 BY MR. MERZ:

5 Q. So do you have Mr. Denney's testimony  
6 at page 75, line ten?

7 A. Yes, I do.

8 Q. He has a quote there from a brief purportedly  
9 filed by CenturyLink in Washington on January 21st. Is  
10 that right?

11 A. Yes, that appears correct.

12 Q. And the quote that is set out there is that  
13 CenturyLink will have no immediate need or be under any  
14 time pressure to make any alterations to OSS in Qwest  
15 areas. Do you see that?

16 A. Yes.

17 Q. Now, assuming that that was, in fact, the  
18 representation made by CenturyLink to the Washington  
19 Commission on January 21st, that representation was not  
20 consistent with what you had been told a month earlier  
21 about CEMR and MEDIACC being unstable, was it?

22 MR. GOODWIN: Objection. Lack of foundation,  
23 because it's unfair for him to ask -- to make that  
24 assumption, that that -- I know for sure that our brief  
25 was more than one sentence long, and I don't know what

0263

1 the brief said right now, but I know it was more than  
2 one sentence long, and if his question is limited to  
3 whether he agrees or disagrees with this statement, this  
4 sentence, that's a different question than whether he  
5 agrees or disagrees or whether there was an  
6 inconsistency with the brief as it was presented to the  
7 commission, and I think his question kind of blurs those  
8 distinctions.

9 MR. MERZ: My question really is intended to be  
10 limited to the specific sentence that's quoted in  
11 Mr. Denney's testimony and whether that was consistent  
12 with his understanding at the time.

13 JUDGE FRIEDLANDER: Okay. As long as it's  
14 limited to that quote, then that's fine.

15 THE WITNESS: Okay. Can you ask the question?  
16 I want to make sure where we're at.

17 MR. MERZ: I will.

18 BY MR. MERZ:

19 Q. Assume for me that Mr. Denney has correctly  
20 quoted CenturyLink's brief to the Washington Commission  
21 on January 21st to the effect that CenturyLink will have  
22 no immediate need or be under any time pressure to make  
23 any alterations to OSS in Qwest areas. That  
24 representation, the one that I've just read, was not  
25 consistent with what you knew a month earlier or what

0264

1 you'd been told a month earlier about CEMR and MEDIACC  
2 being unstable.

3 MR. GOODWIN: Objection. His rephrasing of the  
4 question doesn't cure my objection. My objection isn't  
5 that maybe Mr. Denney quoted this sentence incorrectly.  
6 My assumption is that Mr. Denney has quoted him  
7 correctly. But it's improper for him to ask that  
8 whether he agrees with that statement, assuming that he  
9 quoted it correctly. If he just wants to agree or  
10 disagree with that sentence standing alone as a  
11 sentence, but not as a representation of Qwest. But I  
12 think it's unfair and it lacks foundation for him to  
13 represent that this was the representation of Qwest and  
14 CenturyLink in that brief, because it's not, because the  
15 brief was longer and had context with it that is not  
16 included here.

17 JUDGE FRIEDLANDER: Mr. Merz?

18 MR. MERZ: I'm not even sure if I understand the  
19 objection, because the point is whether Mr. Hunsucker  
20 believes that the representation made to the commission  
21 as set out in Mr. Denney's testimony and is quoted from  
22 CenturyLink's brief was consistent with what CenturyLink  
23 itself knew about the stability of those systems.

24 JUDGE FRIEDLANDER: Mr. Goodwin, does that cure  
25 your objection?

0265

1           MR. GOODWIN: No. Because he's still  
2 characterizing this as the brief. As long as he's  
3 characterizing this as the brief, the representation in  
4 the brief, then he's mischaracterizing the brief. The  
5 brief says what it says, so if he wants to ask whether  
6 he agrees with the whole of the brief, fine. If he  
7 wants to ask whether he disagrees with this sentence,  
8 fine, but if he's characterizing this sentence as a  
9 brief he's --

10           MR. MERZ: This sentence comes from the brief.  
11 We didn't just make it up. This is something that  
12 CenturyLink told the Washington Commission that we  
13 believe CenturyLink knew at the time was not accurate.

14           MR. GOODWIN: If he can provide the context,  
15 then we would -- I would withdraw my objection, but  
16 there is no context, so he's asking him to testify  
17 whether he agrees with a brief without providing him a  
18 context for that brief.

19           JUDGE FRIEDLANDER: I think we need the brief.  
20 I think we're going to need to have the brief in  
21 evidence.

22           MR. MERZ: And I'd be happy to put it in. I  
23 don't have it, but we can certainly supply it.

24           JUDGE FRIEDLANDER: That would be helpful. I  
25 think if you can get that to us. We're almost ready to

0266

1 recess for the day anyway. If you will continue with  
2 your line of questioning without -- maybe on a different  
3 track I should say, and we will pick that part up  
4 tomorrow when we have the brief in front of us.

5 MR. MERZ: Let me just try one more question to  
6 see if I can kind of circumvent this whole thing.

7 JUDGE FRIEDLANDER: That's fine.

8 BY MR. MERZ:

9 Q. Do you know, sir, whether CenturyLink  
10 represented to this commission prior to the merger but  
11 after your December testimony that there would be no  
12 need for there to be any alterations of OSS in Qwest  
13 territory? Do you know whether CenturyLink made a  
14 representation like that in substance or in fact?

15 A. I haven't reviewed the brief in preparation for  
16 today. I see the cite that you've provided here, but I  
17 don't -- I would have to understand the full context of  
18 how that sentence was used to be able to form an opinion  
19 one way or the other.

20 Q. Right. I'm setting aside the brief. I'm trying  
21 to see if we can avoid having to go down that path.

22 A. Okay.

23 Q. My question is whether you know, because of your  
24 involvement in the merger cases, whether CenturyLink  
25 represented to the commission before the merger approval

0267

1 but after your December testimony that there would be no  
2 need to make changes in the Qwest territory, no  
3 immediate need to make OSS changes in the Qwest  
4 territory.

5 A. Again, I don't recall without having to --  
6 without going and reviewing everything that was filed  
7 during that time frame.

8 Q. I'll move on.

9 In your direct testimony at page 10, line 11,  
10 you say that CenturyLink will continue to use and offer  
11 the Legacy/Qwest OSS systems for the required 30 months.  
12 Do you see that?

13 A. Yes.

14 Q. And then in your direct testimony at page 7,  
15 line five, you say CenturyLink intends to continue to  
16 use and offer MEDIACC for at least 30 months. Is that  
17 right?

18 A. Correct.

19 Q. CenturyLink's ability to continue to use and  
20 offer MEDIACC for 30 months or until October 2013  
21 assumes that the system won't experience an  
22 unrecoverable failure before that date. Is that right?

23 A. Well, I think our intention to use and offer any  
24 OSS is conditioned on the ability to keep it up and  
25 running for the period of time, for 30 months.

0268

1 Q. But MEDIACC is different. MEDIACC is more at  
2 risk than any other Qwest system. Isn't that what your  
3 company has said?

4 A. Well, I think we've said, you know, when I  
5 testified in Arizona, I said it was unstable. What  
6 we've heard today from the CLECs is they believe the  
7 system is stable. We -- I believe we're using our  
8 efforts to try to keep the system up and running. Is  
9 there a risk of failure? The answer is yes. But we're  
10 trying to do what we can to minimize that risk and all  
11 we're asking to do here is offer an optional system  
12 called MTG.

13 Q. And I just want to make sure it's clear. I'm  
14 not just talking about any system. Your statement that  
15 the company intends to continue to use MEDIACC assumes  
16 that there won't be an unrecoverable failure of MEDIACC  
17 before October 2013.

18 A. Yes.

19 Q. And MEDIACC is the system that Qwest has  
20 identified as most at risk. Correct?

21 A. I think that's a fair representation. I'd  
22 probably refer that analysis to Ms. Albersheim. She  
23 understands the systems much better than I do.

24 Q. Final question. You would agree with me if  
25 MEDIACC experiences an unrecoverable failure before



0269

1 October 2013 CenturyLink will be in breach of the  
2 settlement agreement with Integra?

3 A. If some future event happens that we can't  
4 provide it, then at that point in time we would have to  
5 look at why there was an unrecoverable failure, was it,  
6 you know, system failure, was it some force majeure  
7 event, whatever the cause is of that, then we'll come  
8 back and visit that at that time, and we would determine  
9 whether it was a -- something that was the  
10 responsibility of the company.

11 MR. MERZ: Now might be a good stopping point.

12 JUDGE FRIEDLANDER: Okay. Just so that I am  
13 clear on your line of questioning, Mr. Merz, are you  
14 intending tomorrow to continue cross-examination of this  
15 witness based on the brief that was filed?

16 MR. MERZ: You know, I want to review that. I'm  
17 not certain. That might be what I do. I won't do  
18 anything other than that. Maybe not the brief. I'm  
19 trying to think of whether there's another way to do it.  
20 I don't want to necessarily offer a brief as an exhibit  
21 in the case. I just want to give some thought on how to  
22 approach it.

23 JUDGE FRIEDLANDER: I want to be clear, though,  
24 that if you are going to pursue that line of  
25 questioning, you do need to provide the brief to the

0270

1 commission and the rest of the parties.

2 MR. MERZ: Understood.

3 JUDGE FRIEDLANDER: Are there any procedural  
4 questions or procedural issues that we need to deal with  
5 before we adjourn for the day?

6 MS. ANDERL: Your Honor, I guess we were hoping  
7 that Mr. Hunsucker would be done today and be able to be  
8 excused. I didn't know if staff had questions or  
9 whether you had questions, whether we would be bringing  
10 him back just for that question about the brief, and if  
11 we had no redirect, you know, kind of just wanted to  
12 know where we stood.

13 JUDGE FRIEDLANDER: Staff?

14 MS. CAMERON-RULKOWSKI: Your Honor, staff had  
15 reserved time for Mr. Hunsucker, but Mr. Merz's  
16 cross-examination has resolved the questions that we  
17 had. So we have no questions for Mr. Hunsucker at this  
18 moment. If he happens to be here tomorrow morning,  
19 maybe as we reflect after today's hearing, perhaps we  
20 may realize that there's something we missed, but at  
21 this time, no.

22 JUDGE FRIEDLANDER: Okay.

23 Ms. Giles?

24 MS. GILES: Your Honor, I was prepared to cede  
25 my time.

0271

1           JUDGE FRIEDLANDER: Okay. Let me review my  
2 clarification questions for just a moment and see if  
3 they would be better addressed by Ms. Albersheim.

4           MS. ANDERL: Thanks, Your Honor. Not to put any  
5 undue pressure on, but we're worried about a blizzard in  
6 Denver --

7           MR. GOODWIN: And Mr. Hunsucker is connecting  
8 back through Denver for his flight.

9           JUDGE FRIEDLANDER: A question I would have in  
10 order to pose the clarification questions I have to  
11 Ms. Albersheim instead would be did Ms. Albersheim  
12 participate in the September negotiations.

13          MR. GOODWIN: No. Only Mr. Hunsucker, of the  
14 witnesses that we have here.

15          JUDGE FRIEDLANDER: Sure, sure.

16          Given the potential for a blizzard in Denver, I  
17 think I am prepared to excuse Mr. Hunsucker if, as long  
18 as Mr. Merz is --

19          MR. MERZ: I'm not going to ask him any more  
20 questions. I'm satisfied.

21          JUDGE FRIEDLANDER: Okay.

22          MR. MERZ: I don't have any further questions  
23 for this witness.

24          JUDGE FRIEDLANDER: Okay. None of the parties  
25 are leaping out of their seats to say "I do," so --

0272

1 MR. GOODWIN: Can I ask him one question?

2 JUDGE FRIEDLANDER: You may.

3 MR. GOODWIN: Actually, it's going to be two.

4 REDIRECT EXAMINATION

5 BY MR. GOODWIN:

6 Q. Mr. Hunsucker, do you intend to be alive in  
7 October of 2013?

8 A. Yes.

9 Q. Do you know whether you will be?

10 A. No.

11 MR. GOODWIN: That's it.

12 JUDGE FRIEDLANDER: We don't allow re-cross.

13 MR. MERZ: I wouldn't know where to start.

14 JUDGE FRIEDLANDER: Okay. So why don't we go  
15 ahead and adjourn for today.

16 Do you parties wish to start earlier than 9:30?

17 MR. MERZ: If that's possible to do, we would  
18 really appreciate it. I think that if we can start  
19 early we can likely be done by noon and we can make  
20 airplanes and the like.

21 JUDGE FRIEDLANDER: Sure. I get here at 7:30.

22 MR. MERZ: We only have like five minutes to  
23 travel. I don't know how far folks have to come.

24 JUDGE FRIEDLANDER: Why don't we try for  
25 8 o'clock. Would that work for everybody? Is that a

0273

1 little early?

2 MS. ANDERL: How about 8:30.

3 JUDGE FRIEDLANDER: That's fine.

4 MR. MERZ: I appreciate it. Thank you.

5 JUDGE FRIEDLANDER: That's fine for the  
6 commission. 8:30.

7 We're adjourned for today. Thank you.

8 (The proceedings were adjourned at 3:59 p.m., to  
9 resume at 8:30 a.m., Friday, February 3, 2012.)

10

- - -

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

0274

1

C E R T I F I C A T E

2

3

4

I, SHERILYNN V. MCKAY, a Certified Shorthand

5

Reporter in and for the State of Washington, do hereby

6

certify that the foregoing transcript of the proceedings

7

on February 2, 2012, is true and accurate to the best of

8

my knowledge, skill and ability.

9

IN WITNESS WHEREOF, I have hereunto set my hand and

10

seal February 17, 2012.

11

12

13

14

15

16

SHERILYNN V. MCKAY, RMR, CRR

17

18

19

20

21

22

23

24

24