

1 BEFORE THE PUBLIC UTILITIES COMMISSION

2 STATE OF COLORADO

3 REPORTER'S TRANSCRIPT

4 -----

5 DOCKET NO. 11F-436T

6 -----

7 INTEGRA TELECOM, PAETEC BUSINESS SERVICES

8 AND TW TELECOM OF COLORADO,

9 COMPLAINANTS,

10 V.

11 QWEST CORPORATION AND CENTURYLINK,

12 RESPONDENTS

13 -----

14 PURSUANT TO NOTICE to all parties in
15 interest, the above-entitled matter came on for hearing
16 before PAUL GOMEZ, Administrative Law Judge of the
17 Public Utilities Commission, on January 24, 2012, at
18 9:00 a.m., at 1560 Broadway Street, Suite 250, Denver,
19 Colorado; said proceedings having been reported in
20 shorthand by James L. Midyett and Harriet Weisenthal,
21 Certified Shorthand Reporters

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1 APPEARANCES

2 (AS NOTED OF RECORD.)

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9	<u>NUMBER</u>	<u>MARKED</u>	<u>ADMITTED</u>
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22	Exhibit No. 19	249	250

23

24

25

1 PROCEEDINGS

2 (Whereupon, Exhibit Nos. 1 through 14 and
3 9C, 10C, 12C, AND 13C marked for identification.)

4 A.L.J. GOMEZ: Good morning.

5 This is Docket No. 11F-436T: In the
6 Matter of Integra Telecom, PAETEC SERVICE v. Qwest
7 Corporation and CenturyLink.

8 Let's begin with appearances.

9 Complainants?

10 MR. MERZ: Your Honor, Gregory Merz,
11 representing PAETEC and Integra.

12 A.L.J. GOMEZ: Thank you, Mr. Merz.

13 MR. JOYCE: Good morning.

14 Craig Joyce from the law firm Fairfield &
15 Woods, representing tw telecom.

16 A.L.J. GOMEZ: Thank you, Mr. Joyce.

17 MS. WATSON-WEIDNER: Good morning, Your
18 Honor.

19 Jean S. Watson-Weidner, Assistant
20 Attorney General, representing trial staff of the
21 Commission.

22 A.L.J. GOMEZ: Thank you, Ms.
23 Watson-Weidner.

24 MR. GOODWIN: Thank you, Your Honor.

25 Tim Goodwin on behalf of Qwest

1 Corporation and CenturyLink, Inc.; and with me is Lisa
2 Anderl. She's also employed by Qwest Corporation,
3 doing business as CenturyLink, QC, as I am.

4 We filed a motion yesterday for pro hac
5 vice admission for her, and I believe it's unopposed.
6 I hadn't heard back from Mr. Joyce yet, but Mr. Merz
7 and Ms. Watson-Weidner indicated they did not oppose;
8 and most importantly, we have paid the check to the
9 State Bar. So we would ask waiver of response time and
10 that she be admitted and allowed to participate in the
11 proceeding.

12 A.L.J. GOMEZ: That's always the most
13 important thing.

14 Mr. Joyce, do I have any --

15 MR. JOYCE: First I need to know, has the
16 check cleared?

17 MR. GOODWIN: It was written on the Qwest
18 Corporate account. So --

19 MR. JOYCE: That's a little sketchy.
20 Okay.

21 MR. GOODWIN: Yeah.

22 MR. JOYCE: We have no objection to Ms.
23 Anderl.

24 A.L.J. GOMEZ: Thank you. Ms. Andral
25 will be admitted to practice pro hac vice in this

1 matter.

2 MS. ANDERL: Thank you, Your Honor.

3 A.L.J. GOMEZ: Anything, Mr. Merz?

4 MR. MERZ: I don't believe so. I think
5 we're ready to start with our first witness.

6 A.L.J. GOMEZ: Mr. Goodwin, anything?

7 MR. GOODWIN: No, we have stipulated --
8 or I don't know if we have all stipulated the
9 admissibility, but I believe we have of all the
10 prefiled testimony and exhibits. And those have been
11 marked for identification purposes as Exhibits 1
12 through 14C. And we have provided an exhibit list for
13 the court reporter and Your Honor. And so all those
14 exhibits can be admitted as is and we've premarked
15 those with the court reporter with the corresponding
16 confidential exhibits before the hearing.

17 A.L.J. GOMEZ: Okay, thank you.

18 MR. MERZ: And, Your Honor, the one thing
19 I would say about that -- I know that my witnesses will
20 have at least a few corrections to the exhibits; but
21 Mr. Goodwin's representation is accurate.

22 A.L.J. GOMEZ: Okay. And we'll take care
23 of those when you put your witnesses on the stand.

24 I don't have anything else.

25 Just for the record, this matter has

1 been -- the hearing in this matter has been rescheduled
2 to this date because the parties were contemplating
3 reaching a settlement agreement based on issues that
4 arose in the state of Washington, I believe, at that
5 time.

6 I would take it by your presence here
7 that the parties did not reach settlement; is that
8 correct?

9 MR. MERZ: That is correct, yes.

10 MR. GOODWIN: Yes, Your Honor.

11 A.L.J. GOMEZ: Okay, good.

12 I just want to get that on the record.

13 Okay. Seeing there is nothing else,
14 Mr. Merz, you may proceed.

15 MR. MERZ: I believe Mr. Joyce actually
16 will have the first witness.

17 A.L.J. GOMEZ: Okay, Mr. Joyce.

18 MR. JOYCE: I have the first witness.

19 May I question from here, Your Honor, or
20 do you prefer the podium?

21 A.L.J. GOMEZ: No, that's fine. I think
22 we're kind of in cramped quarters here; so if you
23 prefer to do your examination from counsel table,
24 that's fine today.

25 MR. JOYCE: We call Lyndall Nipps to the

1 stand.

2

LYNDALL NIPPS,

3 having been called as a witness, being first duly

4 sworn, testified as follows:

5

DIRECT EXAMINATION

6 BY MR. JOYCE:

7 Q Please state and spell your full name.

8 A Lyndall Nipps, L-y-n-d-a-l-l last name
9 Nipps, n-i-p-p -- like Paul, S like Sam.

10 Q By whom are you employed, sir?

11 A Tw telecom.

12 Q What's your title and position with tw
13 telecom?

14 A Vice president regulatory western region.

15 Q And are you here representing tw as a
16 party to this proceeding?

17 A I am.

18 Q Did you cause testimony to be filed in
19 this docket?

20 A I did.

21 Q Can you take a look at what should be in
22 front of you there at what's been marked Exhibits 1 and
23 2. Do you have those?

24 A I do.

25 Q Are these complete copies of the prefilled

1 testimony that you submitted in this docket?

2 A They are.

3 Q Do you need to take a second just to
4 thumb through them to make sure they are complete?

5 A They are complete.

6 Q What is Exhibit 1?

7 A Is Exhibit 1 is the settlement agreement
8 between CenturyLink and tw telecom, filed February 4th
9 of 2011.

10 Q And that answer referred to Exhibit 1 to
11 your direct testimony; is that correct?

12 A That is correct, yes.

13 Q So Exhibit 1 then is the direct testimony
14 that you filed in this docket?

15 A Yes.

16 Q Okay. And Exhibit 2 to Exhibit 1 -- I
17 know this is confusing. We probably should have used
18 letters instead of numbers.

19 A I'm sorry, the rebuttal testimony --

20 Q No, I'm talking to your direct. Identify
21 the exhibits to your direct testimony, please.

22 A.L.J. GOMEZ: Okay. Let me stop you
23 right there, Exhibit 1 was the settlement agreement;
24 you were referring to the exhibit within the direct
25 testimony, Mr. Nipps, and not --

1 THE WITNESS: (Nods head.)

2 A.L.J. GOMEZ: So if we could identify
3 rather than your exhibits within the testimony, the
4 overarching -- the overall exhibit itself rather
5 than --

6 BY MR. JOYCE:

7 Q So let me go back; what is Hearing
8 Exhibit 1?

9 A Hearing Exhibit 1 is my direct testimony.

10 Q And it has two exhibits attached to it?

11 A That is correct.

12 Q What is hearing Exhibit 2?

13 A It is my rebuttal testimony.

14 Q Were both of these prepared either by you
15 or at and under your direction?

16 A Yes.

17 Q Do you have any changes or corrections to
18 make to either testimony, either Exhibit 1 or Exhibit
19 2?

20 A I do not.

21 Q If I were to ask you the questions that
22 are set forth in these exhibits to you today, would
23 your answers be identical?

24 A Yes.

25 MR. JOYCE: Your Honor, Exhibits 1 and 2

1 have been stipulated into admission.

2 A.L.J. GOMEZ: So noted.

3 MR. JOYCE: And at this time I tender the
4 witness for cross-examination.

5 A.L.J. GOMEZ: Thank you.

6 (Discussion off the record.)

7 CROSS-EXAMINATION

8 BY MS. ANDERL:

9 Q Good morning, Mr. Nipps.

10 A Good morning.

11 Q My name is Lisa Anderl. I'm an in-house
12 attorney with Qwest/CenturyLink and I'll be asking you
13 some questions this morning.

14 Can you tell me a little bit about your
15 educational background?

16 A My educational background.

17 Q Yes.

18 A I have a Bachelor of Science in business
19 management.

20 Q And do you have an IT background at all?

21 A No, I do not have an IT background.

22 Q Now, in your direct testimony, Exhibit 1,
23 you list your specialties as including preordering,
24 ordering, provisioning, and billing, among other
25 things.

1 A Correct.

2 Q Would you agree that the areas you listed
3 specialties are areas in which you have particular
4 interest or expertise?

5 A Yes.

6 Q Okay. I noticed that you do not list
7 repair as one of your specialties.

8 A That is because when I have worked in
9 capacities of those that I identified, repair was a
10 separate department directly that I interfaced with but
11 did not actually have responsibility for.

12 Q Okay. How could you leave the Napa
13 Valley office?

14 MR. JOYCE: Is that a rhetorical
15 question?

16 MS. ANDERL: Kind of.

17 Q You stated in your testimony that tw has
18 not experienced any instability with MEDIACC -- I'll
19 give the acronyms, it's all caps, M-E-D-I-A-C-C.

20 And that was good to hear. Is that still
21 the case today?

22 A That is still the case today.

23 Q And from whom did you obtain that
24 information that there has been no trouble?

25 A From my IT department and from my --

1 it's -- call it our LEC management or access management
2 department who is the direct interface with the ILEC.

3 Q And do you understand that they monitor
4 the availability of the Gateway and it was on that
5 basis that they told you they had not experienced any
6 instability?

7 A And my understanding is also through
8 their interconnections with Synchronoss as our vendor
9 that that was true as well.

10 Q Now you just answered my next question
11 which was does tw telecom have an IT department? I
12 take the take it the answer is yes.

13 A Yes, we do.

14 Q About how large is that?

15 A I honestly don't know how many people
16 there are. The persons that I interfaced with
17 directly, there are two of those, but it's a much
18 larger department than that.

19 Q Who are they?

20 A The persons' names?

21 Q Yes.

22 A It would be Matt Beynon, B-e-y-n-o-n, I
23 believe is how he spells it. And John Wright, J-o-h-n,
24 W-r-i-g-h-t.

25 Q What does Mr. Beynon do within the

1 department?

2 A Mr. Beynon is -- he reports to Mr. Wright
3 and Mr. Beynon is responsible for working on the
4 interfaces with the ILECs and also with Synchronoss,
5 S-y-n-c-h-r-o-n-o-s-s.

6 Q Thank you. And could you just explain
7 who Synchronoss is?

8 A Synchronoss is a vendor that we use to
9 work on the development, deployment or applications of
10 interfaces.

11 Q Okay. And who is Mr. Wright or what does
12 he do in the IT department?

13 A He is the vice president of that
14 organization.

15 Q And did you confer with them in the
16 preparation of your testimony?

17 A I did.

18 Q Did you confer with either of them about
19 the implementation of the proposed MTG interface?

20 A Yes.

21 Q Did you discuss with them what it would
22 take to convert from the MEDIACC interface to the MTG
23 interface?

24 A We did discuss that, yes.

25 Q And what kind of information did they

1 give you about that?

2 A That they would need to work directly
3 with Synchronoss to find out what type of development
4 and implementation schedules would be required, what
5 the cost to us would be, and just general overarching
6 end-to-end implementation.

7 Q Now, did you read the testimonies filed
8 by other witnesses in this docket prior to testifying
9 here today?

10 A I have.

11 Q And what about the discovery responses
12 provided by Qwest and CenturyLink?

13 A I have not read all of the discovery
14 responses.

15 Q Mr. Nipps, did you negotiate the
16 agreement that is the second exhibit within your direct
17 testimony, the settlement agreement?

18 A That was actually negotiated directly by
19 my company's general counsel, by my company's vice
20 president of local exchange carrier management, and
21 some negotiation managers as well; but it was -- I was
22 not directly involved in the negotiation discussions.

23 Q Were you involved in the discussions with
24 regard to the Integra settlement agreement in the
25 merger docket?

1 A I was directly involved as it relates to
2 all of the hearings that were conducted at the state
3 levels, yes.

4 Q What about the discussions that resulted
5 in the November -- I believe it was 9th or 10th Integra
6 settlement agreement?

7 A Again, at the state levels, as they
8 occurred, yes; I was aware of those and I was aware of
9 what the public agreement was.

10 Q Were you involved in the negotiations?

11 A In the actual negotiations of the Integra
12 settlement agreement?

13 Q Yeah.

14 A No.

15 Q Now, it's my understanding that tw
16 interfaces with MEDIACC and is electronically bonded
17 with the legacy Qwest repair systems through MEDIACC;
18 is that right?

19 A Yes.

20 Q You do that through Synchronoss, your
21 vendor?

22 A We do that by way of Synchronoss and the
23 vendor, yes.

24 Q So how does that work? Are they
25 actually -- does the transaction go from tw through

1 Synchronoss to MEDIACC or have they just enabled you
2 with some software?

3 A It's -- we use them as the vendor to set
4 it up; and then we actually do the direct interface, is
5 my understanding of the way the process actually works.

6 Q And are you familiar with the difference
7 between a Graphical User Interface and electronic or
8 business-to-business interface?

9 A Not in great detail, no.

10 Q Are you familiar at all with the Qwest
11 OSS System that tw uses to place orders with Qwest --
12 not repair tickets but orders?

13 A The CEMR system?

14 Q No, to -- for provisioning purposes, say,
15 to order a circuit?

16 A Well, I haven't actually physically seen
17 it or touched it. So in that regard, no.

18 Q Do you know if tw interfaces with the
19 legacy Qwest system through an XML interface for any
20 purpose?

21 A For any purpose?

22 Q Yes.

23 A Not to my knowledge.

24 Q Do you know whether tw converted from EDI
25 to XML for the circuit ordering function?

1 A I do not know the answer to that
2 question.

3 Q If you had done that, do you know whether
4 you would be doing that through Synchronoss?

5 A Certainly we would do the development and
6 deployment through Synchronoss.

7 Q So they are basically your vendor for all
8 OSS purposes?

9 A Right.

10 Q Is that just in the Qwest region or is
11 that everywhere?

12 A That's everywhere.

13 Q Now, Mr. Nipps, on page 5 of Exhibit No.
14 1, your direct testimony, you have a question and
15 answer at lines 14 through 18. Could you take a look
16 at that for a minute?

17 A Okay.

18 Q Are you aware that the CEMR, C-E-M-R, all
19 caps, is the Graphical User Interface by which CLECs
20 can submit trouble tickets or repair orders to legacy
21 Qwest?

22 A From the concept of the fact that we use
23 electronic bonding to do that, yes.

24 Q So I'm trying to understand your
25 testimony here at 18 -- lines 17 and 18. If you are

1 electronically bonded with Qwest through MEDIACC, why
2 would you need the CEMR or the Graphic User Interface
3 for any purpose with regard to trouble tickets?

4 A Well, my understanding of this was that
5 MEDIACC works as a gateway and CEMR works as the actual
6 application.

7 Q And where did you get that understanding?

8 A From the IT department.

9 Q Are you familiar with the specific back-
10 office -- Qwest back-office repair systems that MEDIACC
11 interfaces with?

12 A In detail, no.

13 Q Are you aware of the acronyms that are
14 used for those?

15 A No.

16 Q Okay. Can you explain from a technical
17 perspective how MEDIACC could transmit information to
18 CEMR?

19 A From a technical perspective, no, I
20 cannot.

21 Q Did you personally review the technical
22 specifications for MTG?

23 A No.

24 Q Do you know when those were released by
25 Qwest?

1 A I don't recall the exact date -- no, I'm
2 sorry, I'm not remembering.

3 Q Would you accept, subject to your check,
4 that it was in August or September of last year?

5 A Sure.

6 Q Do you know if those technical
7 specifications were transmitted by anyone at tw telecom
8 to the IT department at tw telecom?

9 A To develop it as an application, you
10 mean.

11 Q To look at the technical specifications?

12 A That I don't know. I would have to
13 check.

14 Q And you would check with --

15 A The IT department.

16 Q -- one of your contacts there in IT?

17 A Correct.

18 Q Either Mr. Beynon or Mr. Wright?

19 A Right -- I mean correct, sorry.

20 Q Would it be consistent with the ordinary
21 business practices to transmit technical specifications
22 like to your IT department?

23 A I would assume so.

24 Q Do you know if they were shared with
25 Synchronoss?

1 A Well, my understanding was that
2 CenturyLink was talking to Synchronoss about that. So
3 my assumption would be, yes, that they were. If the
4 question is, did we directly do it? I believe that we
5 would have if we were looking at implementation, but I
6 don't think that's where we are.

7 Q So you have not consulted with
8 Synchronoss at this point with regard to how much time
9 they would need to enable an XML interface with MTG?

10 A To my knowledge -- I have not personally;
11 and to my knowledge, my IT department has not either.

12 Q Do you know why not?

13 A It was barring the outcome of these
14 proceedings.

15 Q Are you aware that tw uses and XML
16 interface for the repair function with Verizon?

17 A Yes.

18 Q And also with AT&T.

19 A Yes.

20 Q Is that also through Synchronoss?

21 A That was developed through Synchronoss,
22 as well.

23 Q Now, let me ask you some questions about
24 MEDIACC. Have you read the CenturyLink testimony that
25 states that MEDIACC will continue to be available

1 during the applicable 30-month period in the merger
2 settlement agreement?

3 A Yes.

4 Q Now, if the Colorado or the Washington
5 commissions or other commissions allow development,
6 deployment and implementation of MTG, will Time-Warner
7 or tw telecom convert to MTG sooner than the 30-month
8 period?

9 A It's not likely because of the
10 development time and the cost associated with it.

11 Q What is the development time?

12 A Well, I don't know an exact measure; but
13 my understanding is it's not just flipping a switch;
14 you can't just turn it on, that there actually has to
15 be a plan, testing, production testing, et cetera. And
16 I don't know what the actual measure of that would look
17 like since we didn't actually talk to Synchronoss
18 directly about that.

19 Q What's the cost available with the
20 conversion?

21 A I'm sorry, did you say what is the cost
22 to us?

23 Q Yes?

24 A I don't know that either because we
25 haven't approached Synchronoss yet about the cost.

1 Q So you have told me that you would not
2 convert early because of the time and cost associated
3 with the conversion?

4 A Right. But just to make sure that that
5 is clear in my answer, the time and costs are going to
6 be whatever they are. And to any CLEC, time and cost
7 is something that has to be considered well in advance
8 because we don't have resources that perhaps larger
9 corporations might have; and we have to consider all of
10 those facts as we move forward. So if we were to deal
11 with Synchronoss directly regarding implementation of
12 MTG, my assumptions would be that we would talk with
13 them about what your specifications are, what we would
14 need to do to meet those; and at the end of the day,
15 what those costs would be to us. And from that time
16 frame, then develop a plan for implementation and what
17 that test would go look like.

18 That's going to take, my guess is, many
19 months to do.

20 Q So earlier in the questioning you told me
21 that you had conferred with the two IT professionals
22 that you identified about the implementation of MTG.

23 A Right.

24 Q Did you discuss with them what it would
25 take to convert from MEDIACC to MTG?

1 A Not in detail, because at that time I
2 said, are we in a position -- if that is something that
3 comes out, are we in a position to consider it? And
4 the answer I got back from my IT department at that
5 time was we would have to talk to Synchronoss and
6 figure out what all of those factors would be and what
7 kind of time frame we could even address if that is
8 even feasible for us to do.

9 Q Are you aware of the language -- the
10 technical language that MEDIACC uses; it's been
11 referred to in this docket as CMIP?

12 A Not in great detail, no.

13 Q Have you talked to your IT department
14 about whether XML is preferred language over CMIP?

15 A No, not in that detail.

16 What I talk to my internal departments
17 about was whether or not we should be pursuing
18 implementing MTG at a time as compared to the
19 settlement agreement that said we have a 30-month
20 window which is what we were anticipating as a
21 corporation would be held to.

22 The fact of having XML or any other
23 interface elsewhere, to me, is a non-issue as it
24 relates to whether or not there are terms and
25 conditions that should be met.

1 Q From a technical superiority standpoint,
2 do you know why tw uses an XML interface with Verizon
3 and AT&T as opposed to some other type?

4 A I don't. My assumption would be at some
5 point there was a migration to a system and there was a
6 plan set out and that plan was agreed to on the
7 business-to-business relationship and it was something
8 that was adopted.

9 Q So if Time-Warner stays on MEDIACC
10 through the 30-month settlement period --

11 A Tw.

12 Q Sorry, tw.

13 A That's all right.

14 Q Lower case.

15 A Bold -- sorry.

16 Q Preserving the brand.

17 -- during the 30-month settlement period,
18 then MTG will not have replaced MEDIACC for tw, will
19 it?

20 A It will not.

21 Q So you say in your testimony you may be
22 willing to look at transitioning to MTG at the
23 appropriate time, but now is not the time and of course
24 that was then. Is now the time?

25 A I would say now is probably even less the

1 time, based on my understanding and talking to the IT
2 department on internal workloads and commitments that
3 they already have for projects that they are working on
4 now, that now would still not be the time.

5 Q Is tw telecom asking the Colorado Public
6 Utilities Commission in this case to halt the
7 implementation of MTG?

8 A Tw telecom is asking the Colorado
9 Commission to see that CenturyLink adhere to the terms
10 and conditions of the settlement agreement and that it
11 not deviate from those because of the concern of
12 precedent that it might set in general as related to
13 other terms and conditions in particular.

14 Q And as long as MEDIACC is not retired or
15 replaced in 30 months, that adheres to the settlement
16 conditions?

17 A Right, because our understanding is there
18 really -- I was actually on a conference call with
19 Mr. Cheek -- I believe it was December 9th of 2010 --
20 with CompTel, at a time when CenturyLink actually said
21 that they had not yet decided which platform they were
22 going to be going to. So for anything to have come out
23 differ -- to differ from that, didn't set aside a
24 planning process that we would have taken up at the
25 time to have considered any implementation. And at the

1 end of the day, that's what we're mostly concerned
2 about.

3 Q And so when you say -- the conversation
4 you just relayed to me or the meeting took place; when
5 you said that CenturyLink hadn't decided, did you mean
6 for the legacy CenturyTel and Embarq territory?

7 A Yeah, my recollection of what Mr. Cheek
8 said is CenturyLink has not decided for Qwest legacy or
9 any of its companies at that time what platform it
10 would be going to; that it needed time to review that.

11 And given that we were having no
12 stability issues at all and haven't experienced any
13 stability issues, we assumed that -- we took that at
14 face value and good faith and assumed that would be the
15 case.

16 Q And tw does not contend that CenturyLink
17 is prohibited from implementing an MTG interface in the
18 legacy CenturyTel and Embarq territories, do you?

19 A As long as it adheres to the terms and
20 conditions of the settlement agreement, no.

21 Q And would the implementation of an MTG
22 type platform in those legacy CenturyTel and Embarq
23 territories make conversion on the Qwest side more
24 attractive to you?

25 A If the electronic bonding between two

1 companies allows -- if what you are referring to is the
2 discussions that we have had with CenturyLink regarding
3 electronic bonding and the CenturyTel, Embarq legacy
4 territories, I see that as a very separate issue.

5 If your general question is relative to
6 whether or not it achieves an electronic bonding for us
7 to discern more data for something like MTTR, as an
8 example, tracking of meantime to repair -- my
9 apologies -- then, you know, certainly that would be
10 beneficial for us; but we don't care what the platform
11 is. We only care whether or not the electronic bonding
12 to achieve that data is available.

13 Q Okay.

14 MS. ANDERL: Thank you. No further
15 questions, Your Honor.

16 A.L.J. GOMEZ: Thank you.

17 Staff, do you have any questions?

18 MS. WATSON-WEIDNER: Just a few.

19 CROSS-EXAMINATION

20 BY MS. WATSON-WEIDNER:

21 Q Good morning, Mr. Nipps.

22 A Good morning.

23 Q I am Jean Watson-Weidner, Assistant
24 Attorney General; and I represent trial staff of the
25 Commission.

1 I just have some clarifying questions I
2 would like to ask about your rebuttal testimony.

3 A Okay.

4 Q And I would preface my question in light
5 of the testimony you just gave, the cross-examination
6 testimony you just gave, because it makes me a little
7 more confused than less confused.

8 A Okay.

9 Q So if you turn to page 4, beginning at
10 line 5, there is a sentence that says, To date, tw
11 telecom has not received any substantive commit from
12 CenturyLink/Qwest as a result of our meetings; rather
13 only that they continue to internally deliberate their
14 willingness to assist us.

15 Is that a correct quote?

16 A Uh-huh.

17 Q Okay, my first question to you is, could
18 you explain what the words "substantive commitment"
19 means to tw telecom?

20 A Well, substantive commitment to tw
21 telecom specifically means that when we were talking in
22 this context, this refers to the discussions we had to
23 electronically bond with CenturyLink, Embarq legacy as
24 it relates to our ability to be able to track MTTR so
25 that we could just better enable ourselves to have more

1 of that sentence, it says, Rather, only, that they
2 continue to internally deliberate their willingness to
3 assist us. I guess my first question is, has anything
4 changed; do you have any new information relating to
5 any of this issue --

6 A No.

7 Q -- since the time you wrote this?

8 A No.

9 Q So then, at the time you wrote this and
10 now, what does internally deliberate their willingness
11 to assist us to you mean?

12 A CenturyLink had advised my LEC management
13 team that they would go back and discuss it internally
14 and get back to us with --

15 Q Go back and discuss what, if you don't
16 mind my asking?

17 A Electronic bonding and what the
18 capabilities were from an Embarq legacy perspective.
19 And if there was going to be a deployment of MTG
20 company wide or if it was going to be just specific to
21 Qwest legacy. And that's really what this gets to,
22 it's just talking about that there was going to be --
23 there was an indication that there would be some kind
24 of response back to us, from an overall policy decision
25 made at CenturyLink. And my understanding is in their

1 correspondence there actually has not been any type of
2 substantive commitment made at this time other than
3 we're solely focused on deploying MTG in Qwest legacy
4 territories.

5 Q Thank you, Mr. Nipps. I don't have any
6 further questions.

7 A Okay.

8 A.L.J. GOMEZ: Thank you.

9 MR. JOYCE: I have no redirect.

10 A.L.J. GOMEZ: Thank you.

11 Mr. Nipps, I have a question for you.

12 EXAMINATION

13 BY A.L.J. GOMEZ:

14 Q When you -- counsel asked you about what
15 tw wanted and you indicated you wanted CenturyLink to
16 adhere to the terms of settlement agreement.

17 A Yes.

18 Q And as long as MEDIACC was not retired in
19 the 30-month period as indicated in terms of settlement
20 agreement that would constitute adherence from your
21 perspective.

22 A Correct.

23 Q So then is the gist of your comment or
24 your testimony then that as long as MEDIACC remains in
25 place for that-30 month period and remains fully

1 supported by CenturyLink, that CenturyLink can then go
2 ahead with the MTG implementation?

3 A As long as they adhere -- the short
4 answer to that would be yes. What they do separate
5 from adhering to the terms and conditions of the
6 settlement agreement -- if they want to work on
7 deploying MTG in parallel, certainly that's their
8 prerogative. But our biggest concern as a corporation
9 is that they stick by the terms that they committed to;
10 that they stand in good faith, based on the answers we
11 were given early on, before we actually negotiated our
12 own settlement which was that they had not selected a
13 platform change or any platform decision policy had
14 been made as late as December of 2010, well after the
15 Integra agreement was established.

16 So we were very concerned that there was
17 a sudden shift in the approach to the application and
18 development of -- and that's primarily based on the
19 fact of not only the settlement agreement but the
20 amount of time that it's going to take a CLEC to
21 develop, plan, implement, test, make sure our end-users
22 are not affected. And the other was that there was
23 this huge concern raised about the overall integrity of
24 MEDIACC being left up or rather MTG not being deployed
25 as a replacement; but that there was a looming worry

1 about a failure -- a massive failure of the existing
2 system which was basically news to us.

3 So given that long answer to your
4 question, the short answer is we want them to adhere to
5 the terms of the settlement agreement based on what we
6 understood to be at the time.

7 Q And is it then your contention that you
8 have -- there is an issue with credibility as to the
9 CenturyLink representation that there could be a
10 catastrophic failure with MEDIACC?

11 A I have seen no evidence of it. So I
12 don't know that I'm in a position to judge credibility;
13 but I would certainly say, based on any information
14 that you have not seen, I couldn't make a determination
15 that there is a risk in play.

16 Q Okay. And with your representation
17 that -- of your testimony that CenturyLink needs to
18 adhere to the terms of the settlement agreement with
19 regard to keeping MEDIACC viable for a 30-month period
20 but allowing it to go ahead and develop and implement
21 MTG, are you -- is it your contention that this is
22 applicable only to the settling parties -- CLEC -- CLEC
23 settling parties or is this applicable, in your mind,
24 to all CLECs in the territory?

25 A My personal view, as a regulatory person,

1 is it's applicable to all CLECs; but it's driven by and
2 motivated from the settlement agreement in particular.

3 Q Okay, thank you. That's all I have.

4 A.L.J. GOMEZ: Mr. Joyce, do you have any
5 redirect based on that?

6 MR. JOYCE: Not based on your
7 questioning, Your Honor.

8 A.L.J. GOMEZ: All right, Mr. Nipps,
9 thank you very much for your testimony. You may step
10 down.

11 MR. JOYCE: I'm going to request that
12 this witness be given permission to be excused from the
13 rest of the proceedings.

14 A.L.J. GOMEZ: That's fine.

15 (Discussion off the record.)

16 MR. MERZ: Our next witness, Your Honor,
17 is Justine Blanchard.

18 A.L.J. GOMEZ: Thank you.

19 MR. MERZ: I'll call her to the stand.
20 And as she's coming to the stand, I have a copy of her
21 testimony for you if you would like that -- or maybe
22 you already have it.

23 A.L.J. GOMEZ: Actually, yeah, I'll take
24 a copy.

25 JUSTINE BLANCHARD,

1 having been called as a witness, being first duly
2 sworn, testified as follows:

3 DIRECT EXAMINATION

4 BY MR. MERZ:

5 Q Good morning, Ms. Blanchard.

6 A Good morning.

7 Q Could you please state your name and
8 spell your last name for the record.

9 A Justine Blanchard, last name is
10 B-l-a-n-c-h-a-r-d.

11 Q Ms. Blanchard, by whom are you employed?

12 A PAETEC.

13 Q You are here to testify for PAETEC -- in
14 support of PAETEC's complaint in this case?

15 A That's correct.

16 Q You have not previously testified in a
17 proceeding either in this state or any other state
18 before today; is that right?

19 A That's correct.

20 Q If you look to your left there, you
21 should find a notebook that contains your testimony.
22 If you just want to pull that out and let me know when
23 you have done that.

24 A Okay.

25 Q Do you see there your direct testimony

1 which has been marked as Hearing Exhibit 3?

2 A Yes.

3 Q And your direct testimony includes two
4 exhibits, is that right, JB-1 and JB-2?

5 A Yes.

6 Q Do you have any corrections to your
7 testimony?

8 A I do have one correction to my direct
9 testimony. On page 1, line 3, my business address has
10 since changed, which should now read as 1450 North
11 Center Point Road, in Hiawatha, Iowa 52233.

12 MR. MERZ: Your Honor, would you like her
13 to make that correction on the record copy or how would
14 you likes to handle is that?

15 A.L.J. GOMEZ: Yes, please.

16 MR. MERZ: -- and initial it.

17 THE WITNESS: I didn't bring my pen.

18 BY MR. MERZ:

19 Q You have now made that correction to the
20 record copy of your testimony; is that correct?

21 A That's correct.

22 Q With that correction, is the information
23 contained in your direct testimony true and accurate to
24 the best of your knowledge?

25 A Yes.

1 MR. MERZ: Your Honor, the admission of
2 Ms. Blanchard's testimony has been stipulated; so with
3 that, the witness is available for cross-examination.

4 A.L.J. GOMEZ: Okay. The stipulation is
5 so noted.

6 Cross-examination?

7 MS. ANDERL: Thank you, Your Honor.

8 CROSS-EXAMINATION

9 Q Good morning, Ms. Blanchard.

10 A Good morning.

11 Q My name is Lisa Anderl. I'm an in-house
12 attorney to Qwest/CenturyLink, and I'll be asking some
13 questions this morning.

14 A Thanks.

15 Q I'm looking at your direct testimony and
16 I'm on page -- well --

17 MR. MERZ: Maybe there aren't page
18 numbers. There were page numbers in Washington --

19 Q I'm on page 4, with the question in the
20 middle that says, Please provide some examples of
21 various trouble tickets.

22 A Yes.

23 Q Okay. Can I confirm with you that the
24 trouble ticket volumes that you give in this answer and
25 in the -- on the subsequent page, as well, are region

1 wide for PAETEC within the Qwest footprint?

2 A That is correct. And that was at the
3 time that the testimony was written -- of course things
4 could have fluctuated since then.

5 Q Yeah, have you checked, by the way, since
6 then to see if they did fluctuate in any meaningful
7 way?

8 A No, I have not. And that's simply due to
9 the fact that I have since changed positions.

10 Q Okay. And I was going to ask you, can
11 you just describe for us briefly how the job that you
12 do differs from the job that Mr. Hansen does?

13 A I am currently a Project Manager 2. I
14 transitioned to that in July.

15 Q Okay.

16 A Due to the responsibilities in the NOC
17 that I was previously provided with, transitioned to
18 Rochester, New York, and all the responsibilities
19 thereof.

20 Q So you are physically located in
21 Rochester?

22 A No, I am in Cedar Rapids -- or Hiawatha.

23 Q Okay.

24 A The responsibilities transitioned to
25 Rochester, I choose not to transition with them.

1 MR. GOODWIN: Your Honor, and the court
2 reporter, in her previous an indicate an acronym, NOC.

3 THE WITNESS: Yes, network operations
4 center.

5 BY MS. ANDERL:

6 Q So in your previous role with PAETEC, how
7 did what you did and what Mr. Hansen did differ?

8 A Basically I was a senior manager in the
9 network operations center, handling trouble tickets for
10 customers that come in; and our responsibility was to
11 resolve those tickets.

12 Mr. Hansen is responsible for the IT
13 department.

14 Q Okay. And so were you responsible for
15 the trouble tickets in the entire footprint that PAETEC
16 does business or only in a limited portion of that?

17 A The entire footprint that PAETEC does
18 business.

19 Q You are familiar with then -- with those
20 job responsibilities of how PAETEC submits repair
21 tickets --

22 A Uh-huh.

23 Q -- to Qwest?

24 A That's correct.

25 Q And how do they do that?

1 A We submit a ticket through our e-bonding
2 system which entails that our system is directly
3 connected with Qwest in a way that they can talk to
4 each other realtime.

5 Q And so you are directly connected with
6 the MEDIACC system?

7 A That's correct.

8 Q And are you familiar with how PAETEC
9 interfaces with Verizon for repair in other parts of
10 the country?

11 A At a very high level.

12 Q Would you accept, subject to review of
13 the data request responses, that PAETEC interfaces with
14 Verizon through a graphical user interface?

15 A Yes.

16 Q Do you know what the volume of repair
17 tickets is with Verizon?

18 A Not off the top of my head.

19 Q On average?

20 A No.

21 Q Would you say it's more to the volume
22 with Qwest?

23 A I would say it's probably a little bit
24 larger.

25 Q Do you know --

1 A That's just a guesstimation and that's
2 based on the fact of the metropolitan areas that we're
3 in with them.

4 Q Like New York?

5 A Yes.

6 Q That was just a good guess on my part.

7 And are you familiar with why you have
8 chosen to interface with them through the Graphical
9 User Interface as opposed to the electronic bonding?

10 A No, I'm not.

11 Q Do you know what kind of staffing you
12 have for interfacing with Verizon through the Graphical
13 User Interface?

14 A No, I'm not familiar with that because
15 all that staffing resides in Rochester, New York.

16 Q And in your previous job, you weren't
17 responsible for those people?

18 A No. PAETEC was merged with -- or excuse
19 me, PAETEC was formerly McLeod USA, in the Cedar
20 Rapids-Hiawatha area and we still operated as two
21 different entities, if you would. We took care of the
22 old McLeod territories in the Hiawatha area and
23 Rochester took care of the Verizon territories in their
24 area.

25 Q Okay, great. We're familiar with that

1 model.

2 So let me just ask you, has PAETEC had
3 any problems recently with the MEDIACC system?

4 A No, we have not.

5 Q Let me -- let's go back to this volume of
6 trouble tickets here on page 4. And I'm going to ask
7 you to walk through the math with me on how you reached
8 your estimates of the savings of 200 people hours per
9 month, okay? So is it correct that in order to
10 calculate the total number of transactions per month,
11 you would multiply 155 trouble tickets by eight average
12 transactions per ticket?

13 A That's correct.

14 Q Okay. And would you accept, subject to
15 your check, that that figure is 1240?

16 A Without doing the math, it sounds
17 accurate.

18 Q And I want to understand what you did
19 here. You say that 12 percent of all the trouble
20 tickets get resolved without any manual intervention at
21 all.

22 A That's correct.

23 Q So in order to figure out how many of
24 those 1240 transactions are avoided by automation,
25 would we multiply 1240 times 12 percent?

1 A No. The 12 percent means that -- that's
2 the percent of our tickets that aren't touched at all
3 by human hands from the start of ticket to close of
4 ticket, nobody ever interfaces with that ticket. We
5 still have automation in the remainder of the tickets
6 that takes place, but it might fall out for some reason
7 or another.

8 Q Okay. So how do we figure out -- do we
9 take 12 percent times 155?

10 A We're saying that the -- there is
11 approximately 155 POTS trouble tickets, with an average
12 of eight transactions per ticket.

13 Q Uh-huh.

14 A If we were to have to make those calls
15 into Qwest to get that information, with their
16 approximate taking ten to fifteen minutes per call, in
17 a potential wait time, that's where all those numbers
18 came from.

19 Q Okay. So you take 12 percent times 155?

20 A No.

21 Q Can you tell me how you did the math?

22 A I would have to go back through it
23 actually; and myself and my director at the time had
24 put the numbers together.

25 Q Okay. So as we sit here today, you can't

1 walk me through the formula or calculation as to how
2 you reached the 200 people hours per month savings?

3 A No. And I apologize, I should have been
4 more prepared for that. However this was done back in
5 August and I have since changed my focus on the project
6 management team.

7 Q Does PAETEC have people who are trained
8 to use CEMR, C-E-M-R?

9 A Yes.

10 Q What do they use it for?

11 A It's very rarely used unless the
12 MEDIACC -- excuse me, unless our direct e-bonding
13 system goes down.

14 Q That's the only thing they use it for?

15 A It's simply a backup. In the time I was
16 with the NOC from 2006 through 2011, I only recall a
17 few times that we actually used it.

18 Q Okay. On the third page of your
19 testimony on line 20, you say that -- I would note that
20 CEMR is accessed by different groups within PAETEC for
21 different purposes.

22 A Yes.

23 Q Do you know what you meant when you said
24 that?

25 A We have our service delivery department

1 and other departments within PAETEC that use CEMR
2 differently than what the network operations center
3 uses it for.

4 Q Do you know what they use it for?

5 A No, I'm not familiar with the details.

6 Q Do you know how many individuals within
7 PAETEC are trained to use CEMR?

8 A No, I do not.

9 Q All right. Turning to the last page of
10 your testimony, you discuss the two goals that you have
11 in this proceeding. Is PAETEC claiming in this
12 proceeding that MEDIACC can never be replaced?

13 A No.

14 Q Is PAETEC asking the regulators to order
15 CenturyLink to never replace MEDIACC?

16 A No.

17 Q If MEDIACC remains in place until PAETEC
18 is ready to develop a new XML interface on the schedule
19 set forth in the merger settlement, does that address
20 the concerns raised in your testimony?

21 A If the new system, which I'm assuming you
22 are referring to as MTG acts in the way that MEDIACC
23 does today, as far as, you know, doing testing with our
24 IT department and validating that response times are
25 equivalent; then, yes, it would be replaceable.

1 Q Thank you. No further questions?

2 A Thank you.

3 A.L.J. GOMEZ: Thank you.

4 Ms. Watson-Weidner?

5 CROSS-EXAMINATION

6 BY MS. WATSON-WEIDNER:

7 Q Good morning. Nice to meet another
8 person that has a background from Iowa -- but my family
9 is from western Iowa, so not too close.

10 I have some more questions I would like
11 to ask you about the trouble tickets that you were
12 referencing in your testimony.

13 A Uh-huh.

14 Q If you would turn to page 5 of your
15 direct testimony --

16 A Yes.

17 Q -- you start talking about trouble
18 tickets. Is the various trouble tickets related to the
19 process flows that have been automated by PAETEC; and
20 then you go on through the first paragraph on page 6
21 where you discuss the hold time for trouble tickets
22 that require manual intervention. Are you with me?

23 A Yes.

24 Q Am I correct in saying that you are
25 saying that PAETEC's experience is that manual

1 intervention for each transaction averages between 1
2 and 15 minutes per phone call, not including the
3 holding time in the queue?

4 A That's correct. That's physically
5 talking to somebody at Qwest to get the details we need
6 to move forward on the ticket.

7 Q Okay, and then it can take another 30
8 minutes before CenturyLink and Qwest answer?

9 A Yes.

10 Q Are you by any chance familiar with
11 Performance Indicator Definitions, PIDs?

12 A Not in detail, no.

13 Q And are you -- do you have any experience
14 with the Performance Assurance Plan that Qwest is
15 supposed to comply with?

16 A Not in detail, no.

17 Q All right. Thank you. I have no further
18 questions at this time?

19 A Thank you.

20 EXAMINATION

21 BY A.L.J. GOMEZ:

22 Q. I have a question for you on that same
23 page, talking about trouble tickets.

24 A Uh-huh.

25 Q You say that in this context the

1 transaction is a communication between Qwest and
2 PAETEC. When you refer to communication, are you only
3 referring to telephone conversations or does that
4 include E-mail or other electronic forms of
5 communication?

6 A I'm sorry, could you restate that?

7 Q Well, the term communication --

8 A Uh-huh.

9 Q -- what does that refer to?

10 A When we submit trouble tickets to Qwest,
11 they send information back to us saying that they
12 received it; and, you know, maybe it's been sent to
13 dispatch; dispatch is scheduled at this time, whatever
14 have you. That's the communication I'm referring to.

15 Q So it's not only telephone
16 communications, it's E-mail, as well?

17 A Yes.

18 A.L.J. GOMEZ: Okay, that's all I had.

19 THE WITNESS: Okay.

20 A.L.J. GOMEZ: Redirect?

21 MR. MERZ: No redirect, Your Honor, thank
22 you.

23 A.L.J. GOMEZ: Thank you, Ms. Blanchard,
24 you may step down.

25 MR. MERZ: Our next witness is

1 Christopher Hansen.

2 A.L.J. GOMEZ: Thank you.

3 CHRISTOPHER HANSEN,
4 having been called as a witness, being first duly
5 sworn, testified as follows:

6 A.L.J. GOMEZ: Have a seat, please.

7 MR. MERZ: Your Honor, before I start
8 with Mr. Hansen, can I ask that Ms. Blanchard be
9 excused from the hearing?

10 A.L.J. GOMEZ: Yes.

11 DIRECT EXAMINATION

12 Q Good morning, sir.

13 A Good morning.

14 Q Please state your name and spell your
15 last name for the record.

16 A Christopher Hansen. Hansen is
17 H-a-n-s-e-n.

18 Q By whom are you employed, Mr. Hansen?

19 A I'm employed by PAETEC, now Wind Stream.

20 Q You have filed direct and rebuttal
21 testimony in this case; is that right?

22 A Yes.

23 Q Now, this is your first time testifying
24 in any proceeding either in this state or anywhere
25 else; is that right?

1 A That's correct.

2 Q And if you look to your left there, I
3 guess, you would find a notebook that contains your
4 testimony; do you have that?

5 A Yes.

6 Q Is your direct testimony in this case has
7 that been marked as Hearing Exhibit 4?

8 A Yes.

9 Q That includes one exhibit, CH-1; is that
10 right?

11 A Correct.

12 Q And is your rebuttal testimony -- has
13 that been marked as Hearing Exhibit 5?

14 A Yes.

15 Q Do you have any corrections to either
16 your direct or rebuttal testimony?

17 A Yes. On my direct testimony, I have two
18 corrections.

19 Q Okay. Go slow because we'll need to
20 follow you, but go ahead.

21 A On the first page of my direct testimony,
22 on line 3, the address is now changed to 1450 North
23 Center Point Road, in Hiawatha, Iowa, 52233.

24 Q Would you please go ahead and make that
25 correction in handwriting on the record copy of your

1 testimony and initial the change.

2 A.L.J. GOMEZ: Here you go.

3 THE WITNESS: Thank you.

4 BY MR. MERZ:

5 Q Have you made that change?

6 A Yes.

7 Q Do you have any other changes?

8 A I would like to add, on line 6 of that
9 same page, that PAETEC is now a Wind Stream company.

10 Q Okay, if you would go ahead and make that
11 change as well on the record copy.

12 (Pause.)

13 Q Have you completed that?

14 A Yes.

15 Q With those changes, Mr. Hansen, is the
16 information contained in your direct and rebuttal
17 testimony true and accurate to the best of your
18 knowledge?

19 A Yes.

20 MR. MERZ: Your Honor, Mr. Hansen's
21 direct and rebuttal testimony have been stipulated as
22 to their admissibility; so with that, Mr. Hansen is
23 available for cross-examination.

24 A.L.J. GOMEZ: Okay. So noted.

25 Cross-examination?

1 MS. ANDERL: Yes, I do. Thank you, Your
2 Honor.

3 CROSS-EXAMINATION

4 BY MS. ANDERL:

5 Q Good morning, Mr. Hansen.

6 My name is Lisa Anderl. I'm an attorney
7 for Qwest/CenturyLink and I'll be asking you some
8 questions this morning.

9 A Okay.

10 Q Mr. Hansen, do you know when PAETEC kind
11 of opted into the Integra merger settlement agreement?

12 A I really don't know the exact date, no.
13 I wasn't directly involved in the settlement agreement.

14 Q Mr. Hansen, on the exhibit that's
15 attached to your direct testimony --

16 A Uh-huh.

17 Q -- is PAETEC contending in this
18 proceeding that CenturyLink or Qwest is in violation of
19 any of the provisions of the underlying interconnection
20 agreement?

21 A No, not to my understanding. There is no
22 violation of the interconnection agreement.

23 Q Did you read Ms. Albersheim's testimony
24 in this docket before testifying here today?

25 A I believe I did read them previously.

1 Q And what about the other testimonies of
2 the other CLEC witnesses, did you read those as well?

3 A Yes.

4 Q What about the discovery responses that
5 the Joint CLECs provided in response to CenturyLink
6 questions; do you know if you were involved in the
7 preparation of any of those?

8 A Yes, I believe I had input into those.

9 MS. ANDERL: Your Honor, I would like to
10 distribute a proposed exhibit to be marked for
11 identification.

12 How many does the bench need?

13 A.L.J. GOMEZ: The court reporter will
14 need one for the official copy and then I'll take a
15 copy as well.

16 (Discussion off the record.)

17 (Whereupon, Exhibit Nos. 15 and 15C
18 marked for identification.)

19 BY MS. ANDERL:

20 Q Mr. Hansen --

21 A Uh-huh.

22 Q -- take a look at the document that's
23 before you marked as Exhibit 15. It's the white page
24 of the two-page exhibit.

25 A Okay.

1 Q And I'm asking you now about Request No.
2 1-4, which ends about three quarters of the way down
3 the page. Request 1-5 can be disregarded because
4 that's not a part of this conversation.

5 A Okay.

6 Q But did you assist in the preparation of
7 that data request response?

8 A Yes.

9 Q And does it appear to be true and
10 correct?

11 A Yes.

12 Q Thanks. And then Exhibit 15C is the
13 confidential portion of that exhibit. Does that appear
14 to be a true and correct copy of the attachment --
15 Confidential Attachment 1 that was referenced in the
16 response?

17 A Yes.

18 MS. ANDERL: Your Honor, we would move
19 the admission of Exhibit 15 and 15C.

20 A.L.J. GOMEZ: Any objections?

21 MR. MERZ: No objection.

22 A.L.J. GOMEZ: 15 and 15C will be
23 admitted.

24 BY MS. ANDERL:

25 Q Now, Mr. Hansen, I understand that the

1 Exhibit 15C has of course been designated by PAETEC as
2 a confidential document so I'm going to ask you some
3 questions about it without disclosing any information
4 that is confidential.

5 A Okay.

6 Q But I would like you to also try to
7 remember as you answer the questions to try to not
8 disclose information that is confidential and let me
9 know if you need to in order to fairly answer the
10 question.

11 A Okay.

12 Q Can you tell me, is the vendor name on
13 this invoice confidential?

14 A No.

15 Q So that's Monfox, M-o-n-f-o-x, LLC?

16 A Correct.

17 Q Can you tell me at a high level what
18 services or support or product is represented by this
19 invoice?

20 A Yes. This is the annual software support
21 and maintenance that is provided for our Monfox product
22 that converts CMIP protocol to XML.

23 Q And it converts CMIP protocol to XML
24 because MEDIACC speaks CMIP?

25 A Correct.

1 Q And PAETEC speaks XML?

2 A Correct.

3 Q And this product, then, was that
4 something that Monfox's developed or the PAETEC IT
5 developed?

6 A Monfox developed the software.

7 Q And if you didn't have to translate XML
8 to CMIP, if you could just speak XML to XML, would that
9 be a preferred -- just from a purely IT perspective,
10 would that be preferred for you?

11 A Not necessarily. If in the case maybe of
12 new development, we would go all the way XML; but in
13 this case, you know, CMIP, we have no problems with it,
14 it runs fine, we have support for it, so not
15 necessarily preferred.

16 Q Based on your experience to date, is
17 MEDIACC stable?

18 A Yes, we haven't experienced any issues
19 with it.

20 Q Have you reviewed the tech specifications
21 for the MTG-XML interface?

22 A Yes. I'm not aware that there is a final
23 tech spec, but we have reviewed some specifications
24 that included the new TML-XML transactions.

25 Q Does PAETEC have experience converting

1 from CMIP to XML already with other carriers?

2 A Yes, we do. We did that with AT&T. They
3 were formally a CMIP interface, and we converted to
4 their version of the TML-XML; and those were successful
5 conversions. It took approximately -- about an 18-
6 month project end to end.

7 Q When did that happen?

8 A I cannot recall the exact date. I want
9 to say in the 2007 time frame.

10 Q Would you expect that experience with
11 that conversion would give you any efficiencies if you
12 subsequently do another CMIP-to-XML conversion?

13 A Yes, it will definitely give us a little
14 bit of experience and a little bit of lead time and
15 will help with that project. But the TML-XML is really
16 just a template to start with. The company will take
17 that and customize it to their needs. So that will
18 require some modifications. And also the web services,
19 themselves, used by AT&T and proposed by CenturyLink
20 are -- have differences. So that would require
21 additional development.

22 Q If you were to -- hypothetically --

23 A Uh-huh.

24 Q -- be converting from a CMIP to an XML
25 interface for repair, converting to the MTG, the new

1 MTG proposed interface, would you do that internally or
2 would you work with Monfox again?

3 A We would do that again.

4 Q What would be the difference as to why
5 you would do that internally versus working with Monfox
6 on the CMIP translation?

7 A The Monfox has -- we talk to them and
8 they do not provide that sort of translation.

9 So we would go -- we have the experience
10 to do that. We have the tools to do that. So we would
11 do that internally.

12 Q And at what point would PAETEC have IT
13 resources to begin working on that?

14 A We have estimated no earlier than July of
15 this year.

16 Q Does PAETEC have a plan internally as to
17 what it would do if MEDIACC suffered an unresolvable
18 failure?

19 A We would have to go -- if MEDIACC
20 suffered the failure, we would have to go all manual in
21 the processing of those tickets.

22 Q If MEDIACC failed and you were having to
23 go all manual to process the tickets -- let's put that
24 there, and let's say that MTG was available as
25 implemented with other CLECs, would PAETEC consider

1 that it would have the option to use the CEMR Graphical
2 User Interface to convert tickets to the MTG system?

3 A Yes, I'm sure business would take that
4 into account; and they currently use it in the case of
5 a backup today, so I'm sure that they would look at
6 that.

7 Q Okay. Do you think it's prudent for a
8 company to have some sort of a backup plan in case of
9 any type of an OSS failure?

10 A Absolutely, yes.

11 Q From an IT perspective, is it reasonable
12 for CenturyLink to be concerned about MEDIACC, given
13 the age of the hardware and software and the lack of
14 vendor support?

15 A I would say, based on the -- you know,
16 the age of the hardware; not necessarily the -- from my
17 understanding, the availability of the replacement
18 parts is their big concern; and the lack of support is
19 a definite -- is a definite concern.

20 Q Is it reasonable for CenturyLink to be
21 proactive to take steps to address those concerns?

22 A Yes, definitely.

23 Q Now, are you -- have you been assisting
24 PAETEC with the litigation in Minnesota as well as
25 Washington and Colorado?

1 A I have probably had input. I don't
2 believe I have direct testimony or anything like that
3 in Minnesota.

4 Q Right -- no, just for clarification, I
5 don't think any testimony has been filed yet.

6 A Okay.

7 Q But I wonder if you were familiar with
8 the docket up there.

9 A Yes.

10 Q Okay. Now, in Minnesota, you asked the
11 Commission there to halt the deployment of MTG; is that
12 correct?

13 A Yes, that's my understanding.

14 Q And the Commission did that; is that
15 correct?

16 A I believe so, yes.

17 Q Okay. So even if CenturyLink is able to
18 go ahead with development and implementation of MTG in
19 13 states, MTG would not be available in Minnesota; is
20 that correct?

21 A That's my understanding, yes.

22 Q So now assume with me that you work for a
23 CLEC who wants to develop an XML interface for MTG now
24 and has the development in the budget, okay?

25 A Uh-huh.

1 Q Bearing in mind the situation in
2 Minnesota, would you as an IT professional recommend to
3 your company that you begin development and testing of
4 MTG?

5 MR. MERZ: I'm going to object because I
6 think it's beyond the scope of his testimony.

7 A.L.J. GOMEZ: I'm going to agree. I'll
8 sustain the objection.

9 BY MS. ANDERL:

10 Q Mr. Hansen, you testified that it was
11 reasonable to have a backup plan in case of an OSS
12 failure. If MTG were available in 13 states as a
13 backup for an OSS failure, what would be available in
14 Minnesota?

15 MR. MERZ: Same objection, Your Honor.

16 A.L.J. GOMEZ: Would you repeat the
17 question, please.

18 BY MS. ANDERL:

19 Q If MTG were developed and implemented and
20 available as a backup plan in 13 states, if MEDIACC
21 failed, what would be available as a backup plan in
22 Minnesota.

23 A.L.J. GOMEZ: I'm going to allow the
24 question. Go ahead, you can answer.

25 THE WITNESS: If -- if -- MEDIACC --

1 well, there is a disaster recovery plan which should be
2 implemented if that fails. I would hope that they --
3 my preference would be that they put the effort into
4 MEDIACC to not rely on MTG to be the backup because
5 that would require a six-month plan, six-month project,
6 estimated as a backup plan. So I would hope that the
7 MEDIACC system would be kept up to date.

8 Q And do you have any understanding of how
9 far along CenturyLink is in developing MTG?

10 A I do not have firsthand knowledge of how
11 far along they are, no.

12 Q Do you recall having heard that it would
13 be available for testing February 13th of 2012?

14 A That sounds about right from what I've
15 heard, yeah.

16 Q So based on your understanding of that as
17 the current status of MTG, what are the next steps that
18 would have to happen prior to implementation; would
19 there have to be testing?

20 A With -- can you repeat the question?

21 Q Yeah, based on your current understanding
22 of MTG, in other words, that implementation is
23 scheduled for February 13th --

24 A Uh-huh.

25 Q -- what are the next steps that have to

1 happen prior to full implementation? Would the next
2 step be testing?

3 A Yes, if they are done with development,
4 the next step would be extensive testing with each
5 partner that wanted to e-bond with MTG.

6 Q And if a CLEC wanted to e-bond and
7 develop the XML interface for MTG, is it your current
8 understanding that they could not do that in Minnesota?

9 MR. MERZ: Your Honor, I object again. I
10 think it's a relevance issue at this point; and I
11 believe the proceeding in Minnesota is ongoing, so it's
12 difficult if not impossible for this witness to opine
13 what's going to happen in Minnesota.

14 A.L.J. GOMEZ: Well, you know, I'm going
15 to allow the question, allow the witness to answer to
16 the extent that he can; but I'll weigh the relevance of
17 the evidence and the testimony based on the answer.

18 THE WITNESS: Could you please repeat it.

19 MS. ANDERL: May I ask the reporter to
20 read it back?

21 (Whereupon, the pertinent question was
22 read back.)

23 THE WITNESS: Based on what I understand,
24 that's correct, they would not be able to in Minnesota.

25 BY MS. ANDERL:

1 Q Would you recommend to your company that
2 you run parallel OSS Systems for the same function?

3 A Can you reword your question?

4 Q Yeah. What -- if a company were to
5 implement MTG in all of the states and continue to run
6 the CMIP-MEDIACC interface in Minnesota, it would
7 essentially be running two OSS systems in parallel for
8 the same function; is that right?

9 A I'm having a hard time with that. On the
10 side of CenturyLink or on the side of a CLEC?

11 Q A CLEC -- well, both; but the CLEC is the
12 perspective I'm asking.

13 A No, the CLEC would just need two
14 different interfaces, they wouldn't need two different
15 systems in the background.

16 Q CenturyLink would need two different
17 systems.

18 A If they -- if the only interface to MTG
19 is an XML interface, then they would need the two
20 systems.

21 Q And for the CLEC to have two interfaces,
22 do you think that that would add cost to the CLEC's
23 business?

24 A If they were turning these interfaces up
25 from scratch, from -- if they have nothing today, to

1 implement both interfaces, would be -- yes, that would
2 add cost to their project.

3 Q Would it potentially be a disincentive to
4 do one or the other?

5 A I -- the cost of those would have to be
6 weighed and prioritized. I can't speak to the cost of
7 turning up that CMIP interface for a particular CLEC.
8 But potentially --

9 Q Sure. Now, if MEDIACC stays in place and
10 is operational for the full 30 months in the merger
11 settlement agreement and continues to operate in the
12 future as it has in the past, does that address
13 PAETEC's concerns in this docket?

14 A No. My concern is that MTG is being
15 deemed as the backup for MEDIACC. I know they intend
16 to keep MEDIACC up; but my understanding is that if
17 there were a catastrophic failure of MEDIACC that MTG
18 is the backup. And that requires a six-month estimated
19 project on our side and that is really not a true
20 backup. That would, you know, be a huge detriment to
21 our business and also to our customers.

22 Q But if MEDIACC doesn't fail and remained
23 in place for the full 30 months from the merger, and
24 we're talking to each other in October of 2013, would
25 you be able to look back and say, yeah, we no longer

1 have concerns?

2 A It -- right, if there were no failures.

3 Q Right.

4 A Other than the -- strictly talking from
5 an IT point of view, outside of the, you know, merger
6 settlement concerns and an IT point of view, if MEDIACC
7 were stable, we wouldn't worry about it.

8 Q Okay. And you wouldn't have any reason
9 to believe that MEDIACC is unstable at this point?

10 A We have not experienced that, but we have
11 been in meetings with Qwest and CenturyLink where they
12 have provided details about their system and why they
13 think they are in jeopardy of having a catastrophic
14 failure and unrecoverable failure. So given those, you
15 know, we can't -- we couldn't ignore that. And as --
16 it posed a huge risk to our business.

17 Q Is PAETEC asking the Colorado Commission
18 to halt the development and deployment of MTG?

19 A Yes, I believe that's my understanding.

20 MS. ANDERL: Your Honor, I have no
21 further questions.

22 A.L.J. GOMEZ: Thank you.

23 Ms. Watson-Weidner?

24 CROSS-EXAMINATION

25 BY MS. WATSON-WEIDNER:

1 Q Good morning, Mr. Hansen.

2 A Good morning.

3 Q Again I'm happy to meet a fellow Iowan --
4 and that's not Idiot Out Walking Around.

5 In your -- I would like you to turn to
6 your direct testimony --

7 A Okay.

8 Q -- to begin with -- I'm sorry, your
9 rebuttal testimony.

10 A Okay.

11 Q Are you there?

12 A Yes.

13 Q Starting at line 9, you talk about, Ms.
14 Albersteim states --

15 MR. MERZ: I'm sorry, what page are we
16 on?

17 MS. WATSON-WEIDNER: I'm sorry, page 4.
18 Are you there.

19 MR. MERZ: I am now. Thank you.

20 BY MS. WATSON-WEIDNER:

21 Q From the middle of that page at line 9,
22 you talk about PAETEC's proposal that Ms. Albersheim of
23 Qwest is considering and you discuss the current status
24 of that agreement -- of that proposal.

25 A Yes.

1 Q I need some clarification here. You say
2 that PAETEC initially made that proposal on August 9th.
3 I would like to hand you what is a copy of an exhibit
4 in Ms. Johnson's testimony -- Bonny Johnson's
5 testimony; so once her testimony is admitted, it would
6 be in the record; but if it would help everyone right
7 now, I can provide you with a copy of that exhibit to
8 look at, just so that it's easier for everybody to --

9 MR. MERZ: That would be great, thank
10 you.

11 MS. WATSON-WEIDNER: I think there are a
12 couple there.

13 MS. ANDERL: Do you have a number?

14 (Discussion off the record.)

15 BY MS. WATSON-WEIDNER:

16 Q This seems to be an E-mail from a Julia
17 Redmond Carter of PAETEC to a huge list of various
18 people. One of those people seems to be you, Mr.
19 Hansen; is that correct?

20 A Yes.

21 Q Okay. Now, do you have any recollection
22 receiving this E-mail?

23 A Yes -- yeah.

24 Q Okay. So I'm asking you about PAETEC's
25 proposal and what I'm trying to understand is in the

1 paragraph about a third of the way down the page, the
2 paragraph starts with the word, In addition. But then
3 about one, two, three, four, five, six, seven lines
4 down from there, there is a sentence starting with, The
5 option is for the merged company. Are you with me at
6 that reference?

7 A Yes.

8 Q Okay. And that sentence is -- I really
9 don't want to read it -- well, let's just read it: The
10 option is for the merged company to provide a CMIP
11 interface to MTG in addition to the planned XML
12 interface to MTG, which would alleviate the need for
13 application-to-application MEDIACC users to switch to
14 the new XML interface at this time and reduce the risk
15 of impacting the business in case of a MEDIACC failure.

16 In other words, CenturyLink would build
17 MTG so that it basically speaks two languages, CMIP and
18 XML. Okay, is that the proposal that you are referring
19 to in your testimony?

20 A Yes, it is.

21 Q And since the time of your testimony, you
22 say that you have seen no evidence that they are
23 considering this. Can you provide any updates to this
24 at this time?

25 A I cannot -- I haven't seen any reply to

1 that.

2 Q Now --

3 A I don't think we've received any.

4 Q Does PAETEC consider this option, this
5 proposal that they made in this E-mail, something the
6 Commission should consider as a possible way to resolve
7 this docket?

8 A Yes, we do. I think -- it would greatly
9 reduce the risk to our business and our customers,
10 allow us a much quicker way to move to a new system;
11 and in the case of -- in the event of a catastrophic
12 failure or -- we wouldn't even have to wait for a
13 catastrophic failure to happen, we could plan a small
14 project, I would estimate a couple weeks of testing and
15 network configuration to get moved over to that, and do
16 it in a proactive way rather than waiting for a
17 catastrophic failure and at that time we would be off
18 of MEDIACC.

19 MS. WATSON-WEIDNER: Your Honor, at this
20 time, if need be, I would move for Exhibit BJJ-64, the
21 rebuttal testimony of Bonnie Johnson be admitted as an
22 extra exhibit if you wish to treat it as such.

23 A.L.J. GOMEZ: Well, this is part of
24 Exhibit 6; is that correct?

25 MS. WATSON-WEIDNER: Without my --

1 A.L.J. GOMEZ: Or Exhibit 7?

2 THE WITNESS: It was the rebuttal
3 testimony of Bonnie Johnson.

4 MR. GOODWIN: Yes. As I understand, it
5 would be BJJ-64 which is part of Hearing Exhibit 7.

6 A.L.J. GOMEZ: Which has already been
7 stipulated to.

8 MS. WATSON-WEIDNER: Okay.

9 A.L.J. GOMEZ: So since it's part of a
10 stipulated exhibit, I don't see any reason to admit
11 that part of it.

12 BY MS. WATSON-WEIDNER:

13 Q All right, thank you. That's my first
14 question. And then I have one more question for you,
15 Mr. Hansen.

16 A Okay.

17 Q Again in your direct testimony, which, of
18 course, I have lost the page -- I'm sorry, your
19 rebuttal testimony, on page 1, you talk about that the
20 CMIP protocol is used to exchange repair information
21 with Qwest.

22 A That is correct.

23 Q Right?

24 A Uh-huh.

25 Q I would ask you the same question I asked

1 Ms. Blanchard, are you aware of the performance
2 indicators, the PIDs, that are in place?

3 A I don't have real knowledge of those, no.

4 Q And you don't really have any knowledge
5 of the Performance Assurance Plan either, then?

6 A Correct.

7 Q All right, thank you. I have no further
8 questions at this time?

9 A Thank you.

10 A.L.J. GOMEZ: Thank you, Ms.
11 Watson-Weidner.

12 EXAMINATION

13 BY A.L.J. GOMEZ:

14 Q Mr. Hansen, I just want to clarify --

15 MR. MERZ: Your Honor, I have a few
16 redirect -- I don't know if you want me to go first.

17 A.L.J. GOMEZ: Why don't I go in case you
18 have anything in response to what I ask.

19 MR. MERZ: Okay.

20 BY A.L.J. GOMEZ:

21 Q In your cross-examination by Ms. Anderl,
22 I just wanted to clarify part of your testimony with
23 regard to MEDIACC. Now, you indicated that it was your
24 representation that MEDIACC was stable; is that
25 correct?

1 A Our experience is that it's stable.

2 Q Okay. And that nonetheless,
3 representatives of CenturyLink, you had indicated that
4 based on some representations they made regarding
5 MEDIACC, you had concerns with regard to the stability
6 based on their representations; is that correct?

7 A That is correct.

8 Q Okay.

9 A.L.J. GOMEZ: That's the only thing I
10 needed to clarify. Thank you.

11 Redirect?

12 REDIRECT EXAMINATION

13 BY MR. MERZ:

14 Q And actually I did want to follow up on
15 that one point; you, Mr. Hansen, had described meetings
16 with Qwest where they said that they believed that
17 there was a jeopardy of a catastrophic failure; do you
18 recall testifying about that today?

19 A Yes.

20 Q My question is when, generally, did those
21 meetings take place, if you recall?

22 A I would -- I don't recall the direct --
23 the exact dates, but I would guess that they were late
24 spring, early summer.

25 Q Of 2011; is that right?

1 A Correct, last year.

2 Q Then on a different issue, on
3 cross-examination Ms. Anderl asked you, to the effect,
4 do you believe it's appropriate for CenturyLink to be
5 proactive; and I think you agreed that they should; is
6 that right?

7 A Yes, I definitely think they should be
8 proactive.

9 Q Based upon your knowledge and experience
10 in working with IT, do you believe that it was prudent
11 for Qwest to have allowed MEDIACC to deteriorate to the
12 point where it was reliant on outdated and unsupported
13 software and hardware?

14 A No, my opinion is that the proactive
15 measure should have taken place in MEDIACC and not
16 allow the hardware to get out of date and the software
17 to become unsupported.

18 MR. MERZ: Nothing further.

19 A.L.J. GOMEZ: Thank you, sir.

20 That brings up another question, I'm
21 sorry.

22 EXAMINATION

23 BY A.L.J. GOMEZ:

24 Q. Mr. Hansen, with regard to CMIP, the CMIP
25 protocol, is that in your estimation outdated.

1 A It's an older standard, but I don't
2 believe that it's outdated. We still use it without
3 any problems and we still can get maintenance and
4 support if we have problems with it.

5 A.L.J. GOMEZ: Okay. All right. Thank
6 you.

7 Anything else based on that.

8 MR. MERZ: No, nothing further.

9 MS. ANDERL: Your Honor?

10 MR. MERZ: May Mr. Hansen be excused
11 then.

12 MS. ANDERL: Your Honor, a few items on
13 recross?

14 A.L.J. GOMEZ: Sure, go ahead.

15 RECCROSS-EXAMINATION

16 BY MS. ANDERL:

17 Q Mr. Hansen, do you know that we were
18 originally scheduled to go to hearing in Washington
19 last week.

20 A Yes.

21 Q Did you spend some quality time in
22 Olympia?

23 A Yes.

24 Q In preparation for that hearing, did you
25 review Ms. Albersteim's direct and response testimony?

1 A Yes.

2 Q Isn't it correct that Ms. Albersteim's
3 December response testimony contains a more updated
4 response to the PAETEC proposal is this?

5 A Can you point me to -- I don't recall
6 that being the case.

7 MS. ANDERL: Well, Your Honor, I -- we
8 didn't bring the Washington testimony with us today
9 because we did not think we would have a need for it;
10 but I did simply want to offer to have copies of that
11 made, based on Mr. Hansen's representation that he had
12 not heard anything since his testimony. We would
13 simply like to have it in the record that in fact there
14 was a more recent response. I do not have a copy that
15 I can offer you as an exhibit now because we are not in
16 Washington, unfortunately.

17 MR. MERZ: I'm not sure what's being
18 requested here. The witness doesn't recall that.
19 Is -- I don't know where to go from there.

20 MS. ANDERL: Well, Your Honor, we can --
21 we can prepare a copy of that exhibit for purposes of
22 cross-examination if I may recall the witness after
23 lunch.

24 A.L.J. GOMEZ: Isn't Ms. Albersteim going
25 to be testifying?

1 MS. ANDERL: Yes.

2 A.L.J. GOMEZ: She can address that
3 during her -- in your direct examination of her.

4 MS. ANDERL: Thank you. Okay, perfect.
5 That was it.

6 A.L.J. GOMEZ: Okay. Thank you.
7 Any redirect?

8 MR. MERZ: No, no redirect, Your Honor,
9 thank you.

10 A.L.J. GOMEZ: Mr. Hansen, thank you for
11 your testimony. You may step down.

12 MR. MERZ: May Mr. Hansen also be
13 excused?

14 A.L.J. GOMEZ: He may be excused.

15 And why don't we take a recess -- morning
16 recess now and be back at 11.

17 (Recess.)

18 A.L.J. GOMEZ: Okay, we're back on the
19 record.

20 Mr. Merz?

21 MR. MERZ: Thank you, Your Honor.

22 Our next witness is Bonnie Johnson. And
23 Ms. Johnson is already there in the witness stand.

24 BONNIE JOHNSON,
25 having been called as a witness, being first duly

1 sworn, testified as follows:

2 DIRECT EXAMINATION

3 BY MR. MERZ:

4 Q Good morning, Ms. Johnson.

5 A Good morning.

6 Q Would you please state your name and
7 spell your last name for the record.

8 A My name is Bonnie Johnson, J-o-h-n-s-o-n.

9 Q Ms. Johnson, by whom are you employed?

10 A Integra Telecom.

11 Q You have caused to be filed in this case
12 direct and rebuttal testimony; is that right?

13 A That is correct.

14 Q Has your direct testimony been marked as
15 Hearing Exhibit 6?

16 A Yes.

17 Q That also includes Exhibits BJJ-1 through
18 BJJ-60; is that correct?

19 A That's correct.

20 Q Your rebuttal testimony has been marked
21 as Hearing Exhibit No. 7; is that correct?

22 A Correct.

23 Q And that includes Exhibits BJJ-61 through
24 BJJ-75; is that correct?

25 A Correct.

1 Q Do you have any corrections to either
2 your direct or your rebuttal testimony?

3 A I do have one correction to my direct
4 testimony on page 67, line 15, that should read 2009,
5 not 200K.

6 Q And have you made that change on the
7 record copy of your testimony?

8 A I have.

9 Q With that change, is the information
10 contained in your direct and rebuttal testimony true
11 and accurate to the best of your knowledge?

12 A Yes.

13 MR. MERZ: Your Honor, Ms. Johnson's
14 direct and rebuttal testimony have been stipulated as
15 to their admissibility. So with that, Ms. Johnson is
16 available for cross-examination.

17 A.L.J. GOMEZ: Okay. So noted.

18 Cross-examination?

19 MS. ANDERL: Thank you, Your Honor.

20 CROSS-EXAMINATION

21 BY MS. ANDERL:

22 Q Good morning, Ms. Johnson.

23 A Good morning.

24 Q I'm Lisa Anderl. I'm an in-house
25 attorney for Qwest/CenturyLink and I'll be asking you

1 some questions this morning.

2 Ms. Johnson, did you negotiate the
3 Integra settlement agreement in the merger docket?

4 A I was not directly involved in the
5 negotiations; however, I was involved in the
6 background.

7 Q Okay. Do you have an IT background?

8 A No, not past my involvement in CMP.

9 Q In your job responsibilities with
10 Integra, have you developed familiarity with the
11 operations support systems that Integra uses?

12 A Yes. They interface with CenturyLink, do
13 you mean?

14 Q That was the first part of the question;
15 but on the Integra side, are you familiar with those
16 systems?

17 A I'm not intimately familiar, no.

18 Q Are you more familiar actually with the
19 Qwest systems with which Integra interfaces?

20 A Probably, yes.

21 Q Okay. Do you know how Integra submits
22 trouble reports to CenturyLink in the legacy Qwest
23 territory?

24 A Yes, we use CEMR, the GUI interface.

25 Q When you say GUI, you mean G-U-I, all

1 caps?

2 A That's correct.

3 Q That stands for Graphical User Interface?

4 A That's correct.

5 Q Have you ever submitted a trouble report
6 through CEMR?

7 A Not in quite some time. It's been --
8 it's been a few years.

9 Q Do you know generally what's involved in
10 doing that?

11 A I know generally what's involved.

12 Q How long does it take?

13 A I -- I think it probably depends on the
14 trouble ticket, the type of service that you are
15 submitting the ticket for; so I can't -- I can't
16 necessarily speculate the amount of time on an
17 average --

18 Q Okay.

19 A -- when you look at all tickets.

20 Q Sure. How is it Integra learns from its
21 end-user customers that they are experiencing trouble?

22 A Sometimes the customer contacts us and
23 the network operations center also has some circuits
24 with alarms. And so sometimes we know before the
25 customer does.

1 Q Okay. And if a customer contacts you, is
2 that generally by phone?

3 A Yes.

4 Q And then so generally what would happen,
5 would the customer service representative take the
6 customer's information down and then proceed to
7 populate the fields in CEMR?

8 A Well, they first need to determine what
9 the cause of the trouble is. And if it's -- if they
10 perceive it to be a Qwest-caused trouble.

11 Q Okay. And then if they do, then what
12 happens?

13 A Then they would submit the tickets in
14 CEMR, or call the ticket in, if, in the event, during
15 the weekend it was down for, you know -- they do --
16 they do things to CEMR that causes it to be down for
17 brief periods of time, you know -- I don't know just
18 exactly what you call it.

19 Q Okay. But the fields in CEMR are
20 basically manually populated, they are typed in; is
21 that right?

22 A That's my understanding, yes.

23 Q Have you ever prepared or submitted
24 trouble reports via fax transmission?

25 A I don't believe that we do that. As a

1 practice, if there is some reason to have to do that --
2 we're opposed to communicating in that manner unless
3 there is no other way to communicate.

4 Q Ms. Johnson, in your direct testimony,
5 you attached an Exhibit BJJ-2; and then I think you
6 updated that with BJJ-2A, and --

7 A In my rebuttal testimony, the chronology?

8 Q That is what I was going to ask you, the
9 chronology -- that represents Integra's view of the
10 chronology of the issues and developments that are
11 relevant to this case?

12 A Correct.

13 Q How did you decide what to include in
14 that BJJ-2?

15 A Well, I believe that there was an effort
16 to try and include everything, you know, from CMP
17 perspective, the E-mails. I'm not sure that I can
18 recall there was a conscious decision to include or not
19 include anything. So I think we did our best to
20 attempt to include everything.

21 Q Okay. And that was my next question, how
22 did you decide what to exclude?

23 (Pause.)

24 Q Ms. Johnson, are you familiar with Ms.
25 Albersteim's testimony in this docket?

1 A Yes.

2 Q Do you have a copy of that up there?

3 A I don't know. Perhaps -- Rebuttal --
4 I've got the rebuttal.

5 Q And of course that's not the one we need.
6 We need the direct.

7 A Rebuttal, answer -- oh --

8 Q I'm sorry?

9 A Answer is the direct, isn't it?

10 Q It is -- the first one she filed is the
11 answer testimony here.

12 A Okay.

13 Q Do you have that with its attached
14 exhibits?

15 A I do.

16 Q Can you flip to Exhibit RA-1?

17 A I've got an RA-10. Is RA-1 confidential
18 perhaps?

19 Q It is not.

20 A No? Well, hang on just a second here.

21 Maybe I -- oh, okay. I went too far. Sorry. It was
22 copies of testimony. So I got fooled.

23 Q I know what you are talking about, yes.

24 (Pause.)

25 Q So Ms. Albersteim's answer testimony is

1 28 pages long and it should be the first exhibit right
2 after that.

3 A Okay, that's helpful.

4 Okay, the Archive System CR?

5 Q Yes.

6 A Okay.

7 Q Can you describe for me what that is?

8 A It is a -- the retirement of MEDIACC-CR
9 that Qwest had submitted in -- well, on 12/16, 2008;
10 and deferred on 4/6/2009; and then it is one of the CRs
11 that they put back into development status on, I
12 believe, on November 10th --

13 Q Okay.

14 A -- 2010.

15 Q And from this document, can you tell what
16 happened on May 18th, 2011 -- and I suppose I should
17 back up because I've assumed knowledge on your part and
18 familiarity with these documents based on your
19 participation in the CMP process.

20 A I think that's when they withdrew it; is
21 that what you are looking for?

22 Q Let me back up. Is it correct to assume
23 you are familiar with the format --

24 A Yes.

25 Q -- and content of these documents?

1 A Yes.

2 Q What happened -- from this document, can
3 you tell what happened on May 18th of 2011?

4 A Qwest relayed that the CR had been in a
5 deferred status and Qwest was proposing the CR being
6 withdrawn.

7 Q And was it in fact withdrawn --

8 A Yes.

9 Q -- on that date?

10 A Yes.

11 Q Can you show on your Exhibit BJJ-2 or
12 BJJ-2A where this event is listed in the chronology of
13 relevant events?

14 A I know that I discuss in my testimony
15 that they withdrew, but I do not -- since there wasn't
16 a notice, I don't describe it in the monthly meeting,
17 no; but I do in my testimony, I know, that they
18 withdrew.

19 Q And so Item 60 -- is Exhibit BJJ-2A, Item
20 63 is in your chronology.

21 A Yeah, it is Row No. 66 on 5/19 that the
22 merged company E-mail that Mr. Hunsucker was sent that
23 he communicated in CMP that it was going to be
24 withdrawn.

25 Q Is Item 63 the one where you describe the

1 CMP meeting -- the May CMP meeting?

2 A I do describe the CMP meeting and I also
3 give the URL link to the CMP meeting minutes, where it
4 was discussed.

5 Q Do you know why you didn't indicate the
6 withdrawal of the -- of that CR in Item No. 63?

7 A Well, I believe that as the recap of my
8 E-mails and my testimony shows -- and, in fact, that
9 even with the withdrawal -- because we had asked that
10 that -- that the merged company withdraw both CRs, the
11 MTG and MEDIACC.

12 Q Was it your understanding from the
13 testimony in these dockets that Qwest/CenturyLink
14 intends to keep MEDIACC operational for the full 30
15 months of the merger settlement period?

16 A It's my understanding that CenturyLink
17 has said they are going to keep MEDIACC up, but also
18 the claims of catastrophic failure and, you know, the
19 risk of the eminent failure. I think Mr. Denney
20 discusses in his testimony how that makes that
21 commitment meaningless. So -- but --

22 Q Now, have you personally discussed the
23 MEDIACC MTG issues with any IT professional at Integra?

24 A Yes.

25 Q So who would those be?

1 A I have had conversations with Stephanie
2 Pruell, with Rob Smith.

3 Q And Rob Smith is your CIO?

4 A Right.

5 Q Do you know if Integra has any plans to
6 convert from the CEMR interface to an e-bonded
7 interface for repair?

8 A I think it's under discussion.

9 Q Do you know what the timeline is on that?

10 A I don't.

11 Q Do you know, if that does happen, whether
12 Integra has a preference for a MEDIACC or MTG?

13 A No.

14 Q What are CenturyLink -- what are
15 Integra's plans with regard to the CEMR interface if
16 MTG is allowed to be implemented, will they convert
17 to -- from CEMR MEDIACC?

18 A We don't have any plans to do that at
19 this time.

20 Q Or you don't know -- or you don't know if
21 there are any plans?

22 A We don't have plans to do that at this
23 time.

24 Q So you will stay with CEMR interfaced
25 with MEDIACC?

1 A That's my understanding, yes.

2 Q So MEDIACC is not then going to be
3 replaced for your purposes?

4 A Well, CEMR interfaces with MEDIACC.
5 So --

6 Q Right?

7 A You know, it's my understanding that
8 CenturyLink has said that it is Stephanie Pruell and
9 CMP, that it's upon customer request that you are not
10 going to be forced to go to a CEMR MTG interface.

11 MS. ANDERL: Thank you, Your Honor.

12 Those are all my questions.

13 A.L.J. GOMEZ: Thank you.

14 Ms. Watson-Weidner?

15 MS. WATSON-WEIDNER: No questions.

16 A.L.J. GOMEZ: Thank you.

17 Any redirect?

18 MR. MERZ: No, thank you, Your Honor.

19 A.L.J. GOMEZ: Ms. Johnson, thank you for
20 your testimony.

21 (Discussion off the record.)

22 A.L.J. GOMEZ: Mr. Merz, you may call
23 your next witness.

24 MR. MERZ: Thank you. Our next witness
25 is Douglas Denney.

1 DOUGLAS DENNEY,
2 having been called as a witness, being first duly
3 sworn, testified as follows:

4 DIRECT EXAMINATION

5 BY MR. MERZ:

6 Q Good morning, Mr. Denney.

7 A Good morning.

8 Q Would you please state your name and
9 spell your last name for the record.

10 A My name is Douglas Denney, last name is
11 D-e-n-n-e-y.

12 Q Mr. Denney, by whom are you employed?

13 A I'm employed by Integra Telecom.

14 Q You have caused testimony to be filed in
15 this case on behalf of Integra; is that right?

16 A Yes, I have.

17 Q And has your direct testimony been marked
18 as Hearing Exhibit 8?

19 A Yes.

20 Q Your rebuttal testimony has been marked
21 as Hearing Exhibit 9; is that correct?

22 A I see the non -- let's see the non -- the
23 nonconfidential version, yes.

24 Q Okay?

25 A All -- actually, no.

1 Q No?

2 A My rebuttal is not -- is not marked here
3 but -- at least in the documents I'm looking at, the
4 rebuttal to staff is marked as Exhibit 9.

5 MR. MERZ: That may be an error then in
6 our marking.

7 (Discussion off the record.)

8 MR. MERZ: Are we back on the record,
9 Your Honor?

10 A.L.J. GOMEZ: Okay.

11 BY MR. MERZ:

12 Q We were on the record and kind of
13 clarified some confusion over the numbering of
14 exhibits, I think, so I'll just start over. Has your
15 direct testimony in this case been marked as Hearing
16 Exhibit 8?

17 A Yes.

18 Q Has your rebuttal testimony been marked
19 as Hearing Exhibit 9?

20 A Yes.

21 Q And that includes Exhibits DD-1 and DD-2;
22 is that correct.

23 A Yes.

24 Q There is a confidential version of your
25 rebuttal testimony and that's been marked as Exhibit

1 9-C; is that correct?

2 A Yes.

3 Q That includes Exhibit DD-2, the
4 confidential version; is that right?

5 A Yes.

6 Q You have also filed a rebuttal to issues
7 raised by staff; is that correct?

8 A That's correct.

9 Q That rebuttal has been marked as Hearing
10 Exhibit 10?

11 A Yes.

12 Q That includes Exhibits DD-3 through DD-5;
13 is that right?

14 A Yes.

15 Q Then you also have a confidential version
16 of that rebuttal regarding the staff issues; is that
17 right?

18 A Yes.

19 Q That's been marked as Hearing Exhibit
20 10C; correct?

21 A Correct.

22 Q And that includes the confidential
23 versions of Exhibits DD-3 and DD-4; is that right?

24 A Yes.

25 Q Mr. Denney, do you have any corrections

1 to either your direct, rebuttal, or rebuttal regarding
2 staff issues?

3 A No, I do not.

4 Q Is the information contained in your
5 testimony true and accurate to the best of your
6 knowledge?

7 A Yes.

8 MR. MERZ: Your Honor, the direct
9 rebuttal and rebuttal regarding staff issues has been
10 stipulated as to admissibility and so with that Mr.
11 Denney is now available for cross-examination.

12 A.L.J. GOMEZ: The stipulation is so
13 noted.

14 Cross-examination?

15 MR. GOODWIN: Thank you, Your Honor.

16 CROSS-EXAMINATION

17 BY MR. GOODWIN:

18 Q Mr. Denney, my name is Tim Goodwin.
19 We've met before. I'm a Colorado attorney for
20 CenturyLink. And I will try not to say Qwest -- I'm
21 down to three a day. But understand that an important
22 part of this case is the former Qwest Corporation
23 entity and the Qwest territory which is the 14-state
24 incumbent region formally served by Qwest Corporation
25 and I guess now served by Qwest Corporation doing

1 business as CenturyLink QC, correct?

2 A I mean certainly the legacy Qwest
3 territory is an important part of this case but -- as
4 is the permitted company's actions since the merger.

5 Q Yes, because both CenturyLink, Inc., and
6 Qwest Corporation signed on to the merger settlement
7 agreement, correct?

8 A That's correct.

9 Q And CenturyLink, Inc., as far as you
10 understand, is the parent company of Qwest Corporation
11 and several other affiliates, right?

12 A That's my understanding, yes.

13 Q Just some background, your work and
14 academic background is primarily in cost and
15 interconnection-related issues, correct?

16 A I'm getting caught up with primarily --
17 my work background has been, you know -- you are right,
18 has been a lot of cost issues but also pretty much any
19 issues that can come up with interconnection
20 agreements, but also issues like policy type issues
21 that would come before the state to the FCC, such as
22 competitive markets, you know, other type -- my
23 educational background is in economics, so any type of
24 economic policy issues that would come up with the
25 company, I have been involved in.

1 Q But your academic and work background is
2 not in information technology or IT as we've
3 abbreviated it here; is that correct?

4 A That's correct.

5 Q And your job function does not include IT
6 work, correct?

7 A Right. I do not do any work with our IT
8 department. I mean, certainly there is occasions to
9 do, you know, some programming for different -- you
10 know, different types of -- for my own use for
11 different aspects, but I don't do any work with our IT
12 department.

13 Q And you don't work with the operating
14 systems at Qwest or Integra or Echelon?

15 A Well, I don't -- I don't work with
16 them -- I mean, I do on occasion go into IMA or have
17 gone in the CEMR -- C-E-M-R system, but I don't work
18 with those systems on a regular basis.

19 Q You aren't part of the team that submits
20 and manages trouble reports through the CEMR interface.

21 A No, I am not.

22 Q And just to be clear, Integra does not
23 use the MEDIACC interface except as it relates to and
24 is part of the CEMR interface.

25 A Right. So Integra uses the CEMR

1 interface which relies on the MEDIACC interface -- I
2 think that's what you said.

3 Q Just so we're clear, you understand that
4 MEDIACC is more of an automated computer-to-computer
5 system and CEMR is a user interface where -- and that's
6 the difference between them, right?

7 A Well, I don't know if I think of it in
8 exactly those ways. I think of -- I mean, MEDIACC is
9 the system that's doing the -- doing kind of the
10 repair -- the repair work, communicating with Qwest or
11 CenturyLink's back end systems -- legacy Qwest's back
12 end systems. So CEMR is one method by which you can
13 access MEDIACC, which is this Graphical User Interface
14 or GUI that they have called it.

15 Q And then CEMR is that Graphical User
16 Interface, right.

17 A Right.

18 Q So in order to use CEMR, people with
19 Integra or other CEMR-using companies have to, as Ms.
20 Andrel and Ms. Johnson discussed manually enter in the
21 trouble tickets which are then communicated to Qwest or
22 CenturyLink.

23 A Right. They are communicated to MEDIACC,
24 which communicates with the back-end systems.

25 Q Right.

1 A So they would manually enter information
2 through CEMR.

3 Q But for a MEDIACC user, a lot of that is
4 handled automatically without human intervention,
5 correct?

6 A Well, that's not necessarily the case
7 when you get -- when you get a trouble ticket, you
8 still need to -- you heard PAETEC talk about some
9 percent of their -- their systems go through without
10 any manual intervention; but if a customer calls in
11 with a trouble, you still need to enter that
12 information, you know, somewhere; and it may be into
13 your systems which then would communicate -- but I
14 wouldn't say that using MEDIACC frees you from any type
15 of manual intervention. That's not my understanding.

16 Q And your understanding is -- I mean, you
17 discuss this in your testimony, your understanding of
18 how MEDIACC works, correct?

19 A At a high level, I believe I do.

20 Q All right. And part of that -- and I'm
21 referring to page 12 of your direct testimony, you
22 quote Bill Haas of PAETEC and his testimony provided in
23 one of the merger proceedings, correct?

24 A Yes, I do quote that. And we heard Mr.
25 Hansen talk today -- or maybe it was Ms. Blanchard that

1 about 12 percent of PAETEC tickets have no -- would
2 fall into that bucket that you have described as having
3 no, you know, human intervention so that means 88
4 percent of them do -- you know, do have some manual
5 intervention, you know, on PAETEC's side.

6 Q So using CEMR is one choice that CLECs
7 have to interface with Qwest repair systems; using
8 MEDIACC is another. And we've also heard testimony
9 about possibly making telephone calls or faxes. Those
10 are all the different kind of options that CLECs have
11 as far as communicating and managing trouble tickets or
12 repairs, issues with Qwest and CenturyLink, correct?

13 A Yes, we've heard that today.

14 Q And that's the current system or the
15 current, I guess --

16 A Process.

17 Q Context, yeah, the process where there
18 are several different alternatives.

19 A That's correct.

20 Q Do you have a copy of the settlement
21 agreement in front of you, the merger settlement
22 agreement -- and I have a spare if you need one.

23 A It should be in BJJ-3.

24 Q Yes.

25 A You are looking for the Integra

1 agreement?

2 Q Yes. And that's Exhibit BJJ-3 to Hearing
3 Exhibit --

4 A Six.

5 Q Six?

6 And are you turning to that or would you
7 like me to --

8 A I am there.

9 Q Okay. You were part of the team for
10 Integra that helped negotiate that particular
11 settlement agreement, correct?

12 A Yes, I was.

13 Q And the language of that settlement
14 agreement is important, wouldn't you agree?

15 A Yes, I do.

16 Q Those negotiations that led to the merger
17 settlement agreement were very long and complicated;
18 would you agree, without going into the substance of
19 all that was negotiated.

20 A I don't know if you would use the word
21 long. They took place over a period of time. They
22 were intense. I'm not sure they were -- I would use
23 the word complicated but they covered a wide variety of
24 issues.

25 Q Not just the issue that we're dealing

1 with here today, not just operating systems, but other
2 issues of interconnection, other issues of merger
3 impacts, that might result from the Qwest/CenturyLink
4 merger, correct?

5 A That's correct -- quite a few.

6 Q And if those settlement negotiations,
7 those were conducted over several negotiation sessions,
8 some over the phone, some face to face?

9 A That's correct.

10 Q And some by exchange of E-mails and
11 documents and proposed drafts and questions?

12 A Yes.

13 Q And, of course, Integra was represented
14 by counsel and had several other attorneys and business
15 means that were either directly or indirectly involved
16 in those negotiations, right?

17 A I wouldn't say several other attorneys,
18 we're fairly -- we're fairly small. I mean, we had,
19 you know, one -- like you said, we were represented by
20 counsel; so we had one attorney who was directly
21 involved and another attorney who was also involved, so
22 two attorneys.

23 Q But my several was not necessarily the
24 attorneys but just several people, whether or not they
25 were -- whether they were attorneys or business folks.

1 A Oh.

2 Q Right?

3 A That's correct.

4 Q One of those business folks, we learned,
5 was Ms. Johnson who performed not direct negotiations
6 but support for the negotiation team.

7 A Correct.

8 Q And as a result of that process, Integra
9 thought carefully about the language that it agreed
10 upon in the merger settlement agreement?

11 A Yes, that's correct.

12 Q And you would -- and ultimately you
13 agreed that the language that is in that settlement
14 should control the obligations addressed in that
15 agreement, right?

16 A That's correct.

17 Q Would you agree that the agreement is
18 clear?

19 A Well, we thought the agreement was clear,
20 but that's why we're having a dispute here today.

21 Q So you would also agree that the
22 agreement would not have been effective if the merger
23 had failed to close, correct?

24 A That's -- it's not -- that's not entirely
25 accurate because there are some provisions of the

1 agreement that took place prior to the merger closing.
2 And there were some provisions of the agreement that
3 took place that were effective upon the merger closing.
4 So it's not -- so what you said isn't entirely
5 accurate.

6 Q But for purposes of this particular
7 dispute, if the merger hadn't closed and Qwest and
8 CenturyLink had remained separate companies, Qwest
9 could have moved forward with the implementation of
10 MTG and retirement of MEDIACC as was announced in
11 November of 2010 without following these merger
12 settlement proceedings that we've discussed in this
13 hearing, right?

14 A Right. So you are asking me if Qwest
15 hadn't agreed otherwise, then they could -- then if
16 this agreement didn't exist, could Qwest have gone
17 through with its proposed change?

18 Q No, not in the agreement didn't exist, if
19 the merger didn't happen.

20 A Right.

21 Q Okay. For whatever reason the merger
22 didn't close --

23 A Yes.

24 Q -- and we know the merger closed in April
25 of 2011, right?

1 A That's correct. So this particular --
2 the OSS provision in here took -- was -- it would only
3 become effective upon the effective -- upon the merger
4 being effective.

5 Q So what we know is that it was Qwest
6 Corporation that announced the MEDIACC-MTG change in
7 November of 2010; it was not CenturyLink, Inc., itself,
8 or any of its other affiliates; it was Qwest
9 Corporation at that time and they were separate
10 companies, not merged, in November of 2010?

11 A Right, the merger had not completed at
12 that point.

13 Q And if it had not completed after that
14 point, Qwest Corporation could have continued with that
15 CMP proposal unaffected by the merger settlement
16 procedures, right?

17 A That's correct.

18 Q We've talked a lot about terms in the
19 settlement agreement in paragraph 12 of the agreement;
20 and I think there's -- we've talked about, Continue to
21 use and Offer, Retirement, Replacement, Integrate,
22 those types of terms.

23 A Right. Those are the five on my list,
24 Use, Offer, Retire, Replace and Integrate.

25 Q None of those terms, in your mind --

1 well, none of those are really defined terms within the
2 agreement itself, right?

3 A That's correct.

4 Q And there is no particular -- none of
5 those terms have a term of art meaning that's different
6 from the ordinary meaning of those five terms that we
7 just talked about, right? They have ordinary, commonly
8 understood meanings.

9 A Yes, I would say that's correct.

10 Q You would agree that the agreement does
11 not say that the former Qwest's OSS cannot change,
12 right? It doesn't use the word cannot change or
13 change, right.

14 A Right. Those words are not part of
15 the -- part of the settlement agreement.

16 Q And in fact, in your testimony, you talk
17 about how there has been 17 change requests in the CMP
18 or Change Management Process forum since the merger and
19 you have only contested one of those 17 and the other
20 16 changes to Qwest systems or offerings have not been
21 contested, right?

22 A Well, I'm not sure there were changes to
23 Qwest offerings in those other 16; but the changes --
24 right, there is a big difference between those other 16
25 changes and the one that says you are going to replace

1 and retire or integrate a new system.

2 Q Sure.

3 A So, right, we didn't -- there is no
4 objection or issues to the other -- to the other set of
5 changes.

6 Q Well --

7 A I shouldn't say there are no issues, but
8 because those get discussed through the Change
9 Management process, but that -- those aren't contested.

10 Q And the agreement itself doesn't contain
11 the word, freeze, when it refers to Qwest's operating
12 systems or OSS, right?

13 A That's correct.

14 Q When you talk about the word freeze in
15 your testimony, you are talking about a representation
16 that a CenturyLink attorney made regarding the
17 agreement in the Washington hearings, not the agreement
18 itself, right?

19 A That's correct. One of the Qwest
20 attorneys used the term freeze and was really -- and
21 using it really in the context of you are not going to
22 change out the current OSS systems. There will not be
23 new OSS systems put in place.

24 Q Assuming that there is no unrecoverable
25 failure of MEDIACC before the 30-month period agreed in

1 the merger settlement agreement expires, you do not
2 dispute that Qwest/CenturyLink will continue to offer
3 MEDIACC to CLECs until that time, correct?

4 (Pause.)

5 Q I guess I should add to that question,
6 even assuming that MTG is available during that time
7 frame.

8 A Well, I mean, I do take issue with,
9 you -- you know, with that; that I think the -- you
10 know, offering something that you have gone out and --
11 out of your way to propose is about to fail or at risk
12 of failure changes the very offer -- changes what you
13 have done -- what you have done and what you are
14 putting out there. So I don't really think that you
15 are offering it in the same way -- even if it doesn't
16 fail over that time period, you have changed everything
17 by going out and saying, This system is unavailable;
18 This system is about to fail; CLECs, beware; and the
19 other kind of issues you have raised in that process
20 about how, you know, the performance plans would work
21 and, you know, et cetera.

22 So I don't really think you are offering
23 it in the way that you have offered it before.

24 Q Okay. Now I want to talk to you about
25 the last part of that last answer where you said, I

1 don't think you are offering it in the way that you
2 offered it before. Do the words, In the way that you
3 offered it before appear in the settlement agreement or
4 is that your kind of characterization of it?

5 A Well, it's my characterization. The
6 words in the settlement agreement are that you will use
7 the system and continue to use the system going
8 forward.

9 Q But it will still be offered, you are
10 just saying -- your point is that it has a specter over
11 it.

12 A You fundamentally changed the offer is my
13 position.

14 Q Let's talk about that.
15 Is MEDIACC outdated?

16 A That is the CenturyLink/Qwest testimony
17 that MEDIACC is outdated.

18 Q I didn't ask you what the CenturyLink
19 testimony was. My question to you is, as Integra's
20 witness, what is your opinion, is MEDIACC outdated?

21 A And I'm not -- like we established, I'm
22 not an IT person, so I'm not in a position to establish
23 whether that's the case or not. What I have read
24 through the testimony of your witnesses is that the
25 system is outdated, that it hadn't been updated

1 since -- for quite a while and that it relies on, you
2 know, components that aren't being -- what were the
3 words Ms. Anderl used earlier, serviceable or
4 replaceable?

5 Q But the CenturyLink witnesses have also
6 said and the CenturyLink witnesses during the CMP
7 process have also said that MEDIACC will continue to be
8 used and offered during the 30-month period, right?

9 A And I don't know how they reconcile those
10 two things. That's a big problem I have had with
11 what's being said here; because on the -- it seems when
12 it's convenient, you say everything is fine. And when
13 it's convenient, you say the system could suffer an
14 unrecoverable failure at any time.

15 Q So you are -- you are placing different
16 weights on one set of statements as opposed to the
17 other. It seems like you are placing less weight on
18 Qwest's statement that they will continue to use and
19 offer MEDIACC as opposed to their statements that
20 are -- that there is a risk going forward, that
21 problems may increase?

22 A I haven't thought about how I weight each
23 of those statements, but I have concerns about the
24 statement, now saying MEDIACC is fine when you have
25 gone to the efforts of saying MEDIACC is unstable.

1 Q But you don't have any personal knowledge
2 or you are not offering an opinion as to whether, in
3 fact, MEDIACC is outdated?

4 A That's correct.

5 Q How about is MEDIACC stable?

6 A So with respect to -- with respect to
7 current stability -- I mean, from what I can see, which
8 is the performance reports, there is notices when CEMR
9 goes down that are sent out and the company tracks
10 those carefully. In terms of -- and that's all we can
11 see on our side of things. We are not -- we're not
12 seeing issues of extraordinarily long down times or
13 failure; the system being unavailable more so today
14 than we have seen in the past. And I think, even in
15 the past year, it was maybe a little bit less than it
16 had been historically.

17 Q So --

18 A But from what I can see, I don't see --
19 obviously I don't see what's going on in the, you know,
20 the CenturyLink side of that.

21 Q Just to clarify, since you said last
22 year, and it's January --

23 A Oh.

24 Q I think in your testimony you indicated
25 that there were fewer outages last year than in any

1 year since 2003; and I'm guessing that refers to 2010,
2 just so we're clear.

3 A Yes, I believe that's correct.

4 Q And you haven't noticed any significant
5 increases in 2011 in outages?

6 A Well, I have -- you know, my primary
7 source of information that I would directly look at
8 would be the PID reports and that data is not -- that
9 data hasn't been released for the January 2011, the
10 performance on that.

11 Q So we're in January.

12 A Or '12.

13 Q We're in January 2012 now.

14 A Sorry.

15 Q I'm still dating checks with 2011. So no
16 worries.

17 A I didn't even know we were in January, so
18 you are ahead of me.

19 But, right, for 2011, I think there may
20 have been -- there may have been one a month where you
21 didn't meet the performance standard, but I don't have
22 that data right in front of me. But, right, I didn't
23 see anything, you know, in addition -- anything -- any
24 increases in 2011 versus the prior years.

25 Q Now, the PIDs that you referenced, those

1 were the subject of lengthy negotiation and litigation
2 in a number of different states, right?

3 A I --

4 Q When I say PID; I mean P-I-D, Performance
5 Indicator Definitions, right?

6 A Are you talking about the initial
7 establishment of those --

8 Q Yes.

9 A -- definitions during the 271 process?

10 Q Yes.

11 A Yes, then I agree.

12 Q And the PID for -- that is relevant or at
13 least directly relevant to this proceeding is -- are
14 the Gateway Availability PIDs which are GA-3 and GA-6,
15 correct?

16 A That's correct. GA-3 deals with the --
17 kind of with the MEDIACC availability; and GA-6 would
18 deal with CEMR -- CEMR availability. We also would
19 look -- watch MR-2 which is kind of a repair center --
20 the time to answer calls going into the repair center.

21 Q And the -- when we refer to the standard,
22 we're referring to the 99.25 percent availability
23 standard that was the result of all the litigation and
24 Commission orders regarding what is the acceptable
25 level of performance for the stability of MEDIACC or

1 CEMR, depending on the metric, correct?

2 A I was almost there but you threw in like
3 acceptable level of performance at the end of that.
4 So, first, I wasn't involved in the initial
5 establishment of the -- you know, of the benchmarks.
6 So I don't know whether there were cases where the
7 companies that were involved in those came to agreement
8 on what the standard would be.

9 And I don't know whether this one was
10 heavily litigated like you said or whether it was one
11 that was under discussion and there was some agreement
12 that came out of that. But the standard -- what the
13 standard represents in my mind is the level at which if
14 you fall below the Performance Assurance Plan, the PAP
15 kicks in, and there are provisions for whether you
16 would be required to make payments or not.

17 Q Right. And then there's -- but that
18 level, that standard is something that either the
19 parties agreed to or they litigated; and in either of
20 those cases, it was approved by, in this case, the
21 Colorado Commission.

22 A That's -- yes. Every Commission in the
23 state has that same -- at least at that time had that
24 same standard, the 99.25 percent that you reference.
25 That's not the case today, but that was initially.

1 Q And then there is another service quality
2 issue that's in the merger settlements, correct, which
3 is that the service quality level is to be maintained
4 during the merger settlement period, right?

5 A I believe it says that you will meet or
6 exceed --

7 Q Right.

8 A -- the service quality that you had
9 previously -- prior to the merger.

10 Q And as we sit here today, with respect to
11 MEDIACC, there is no evidence that you have seen that
12 MEDIACC is failing to deliver on that particular
13 promise, right?

14 A I would agree that you are meeting or
15 exceeding, right, your prior performance with respect
16 to MEDIACC and CEMR, generally. I don't have the data
17 in front of me to look, you know, month by month, but
18 overall that's been -- when I have reviewed these,
19 that's been the case.

20 Q I believe you testified in your rebuttal
21 that there was no period -- or there has been no period
22 of time since at least 2010 when MEDIACC was unstable;
23 is that correct? That's rebuttal page 28, I believe --
24 I'm sorry, 78 -- is that right? No, I have the wrong
25 page number. I apologize for that -- huh. All right,

1 but anyway, you don't have any -- let's strike that and
2 move forward.

3 Assuming MEDIACC experienced an
4 unrecoverable failure -- and I think your testimony is
5 that Integra would be required to use some sort of
6 manual process for alerting Qwest/CenturyLink of
7 trouble reports, right?

8 A Right. We're where we are today, right,
9 if MEDIACC suffered from an unrecoverable failure --
10 which we don't think it should have gotten to that
11 point of risk -- then we would have to call in troubles
12 manually.

13 Q Now, but there is no -- currently you
14 have to enter them manually by typing them into the
15 CEMR system, right?

16 A That's correct.

17 Q And you haven't done any studies to see
18 if there was any difference in the time taken by
19 Integra to do the manual entry, whether that's by fax
20 or E-mail or calling on the telephone, compared to the
21 current system of typing that entry manually into the
22 CEMR system; is that correct?

23 A I personally haven't performed a study;
24 but it's my understanding from discussions -- I mean,
25 the reason we would use CEMR today rather than -- part

1 of the reason, rather than calling them in manually, is
2 that it -- I mean, it's a more efficient method to
3 report the trouble. So certainly I think from the
4 discussions -- general discussions we have had, the
5 expectation is that manually calling -- I mean,
6 manually calling in the tickets is more time-consuming
7 than, you know, entering the troubles through CEMR.

8 Q That's an expectation and assumption.
9 You haven't provided in your testimony any evidence of
10 what that difference might be?

11 A I don't have anything like that in my --

12 Q Okay.

13 A -- testimony.

14 Q Assuming that MEDIACC fails and MTG --
15 well, actually, assuming that MEDIACC fails and MTG is
16 not available, then that manual entry could continue
17 for some time. And again I'm assuming here an
18 unrecoverable failure of MEDIACC -- agreed?

19 A Yeah, I agree, until you have a system to
20 enter -- you know, until you get that system up and
21 running or there is a system in place, the manual entry
22 could occur for a period of time.

23 Q CEMR could also be modified, as you
24 understand it, to interface with MTG as opposed to
25 MEDIACC as it does -- as is done currently; is that

1 right?

2 A That is your MTG proposal, I believe, is
3 to have CEMR interface with MTG.

4 Q And the Qwest and CenturyLink
5 representation has been that the differences would
6 be -- that Integra and other CEMR users would see a
7 different URL or web address for the CEMR system plus
8 two different screens in the interface?

9 A I mean, that's what you have said in
10 testimony so far.

11 Q You don't have any reason to disagree
12 with that, do you?

13 A I don't have any reason to necessarily
14 agree either because the system -- as I understand --
15 maybe it's up and out there now available, but I don't
16 think it has been tested or gone through or that
17 anybody has interacted with the test to test out
18 whether there are other differences, whether things
19 respond in the same way; you know, the timing of the
20 responses. So I just don't -- I don't think that
21 information is there at this point in time.

22 Q If the relief that you have requested in
23 this case is granted and MTG is not allowed to be
24 developed or implemented, that could lengthen the time
25 for that to take place, right?

1 A No. I mean, the relief that we're
2 requesting now in this case as to where we are, as
3 outlined in my rebuttal testimony, is really three --
4 you know, three kind of options or proposals out there.
5 And one was --

6 Q Well -- if I could stop you just a
7 second, because that raises a question. So you are
8 saying the relief that you talk about in your rebuttal
9 testimony is different than the relief that's requested
10 in the complaint; is that what you are saying?

11 A I don't think they are inconsistent with
12 each other, but I think the -- so ask your original
13 question again. I don't agree that there should be a
14 length of time based on what we're asking for the
15 system -- you know, kind of for the systems to be down.

16 Q Now, originally in this case the
17 complaint and the letter complaint that Integra filed
18 was -- and the Joint CLECs filed was seeking to prevent
19 the introduction and development of MTG, correct?

20 A I don't have a copy of that right in
21 front of me; but generally that's correct. You should
22 have been -- and you should be maintaining MEDIACC and
23 CEMR so that it -- so that it functions as it is
24 supposed -- as you agreed it would function for the 30-
25 month time period.

1 Q But your request was not to continue --
2 your specific request was to stop the introduction of
3 MTG, right, because you felt that the introduction of
4 MTG violated the merger settlement agreement?

5 A Right. I would have to look back at the
6 initial complaint for that. The implementation of MTG
7 certainly violated the merger settlement agreements.
8 MTG was set out as a replacement for -- you know, for
9 MEDIACC; and the request for that was a violation of
10 the merger settlement agreements and that process
11 should stop.

12 Q And in fact, Integra filed a request for
13 an injunction to stop the development of MTG, as you
14 are aware.

15 A That's correct.

16 Q And if that relief were granted on a
17 permanent basis, it would mean that it would be
18 longer -- if MEDIACC could not be recovered, it would
19 be longer for Integra and other users of CEMR before
20 they could stop using the manual process for
21 communicating trouble tickets to Qwest/CenturyLink,
22 right?

23 A I don't necessarily agree with that
24 because I -- I mean, I think that if you put your
25 efforts into MEDIACC as you are supposed to or consider

1 the other options we've laid out in the testimony, that
2 does not need to be the -- that does not need to be the
3 case.

4 Q My question assumes an unrecoverable
5 failure of MEDIACC, such that it fails and there is no
6 way to recover it. So with that assumption in mind,
7 isn't it going to take longer for Integra and -- I
8 mean, if that happens, isn't it going to take longer
9 for Integra and other users of CEMR to get back up and
10 be able to use the interface provided by CEMR?

11 A That's what I said, not necessarily,
12 because under proposal 2 that we put out was to allow
13 for development of MTG as a backup system -- as purely
14 a backup, a failsafe for -- you know, for MEDIACC; and,
15 you know, to develop that in with the CMIP and the XML
16 language so all the CLECs would have that as a backup.
17 And if CenturyLink or Qwest had taken that proposal, we
18 would not -- that would not be the case. We would have
19 that available.

20 Q But in that proposal, you would --
21 Qwest -- excuse me, in that proposal, you would be
22 supporting the implementation of MTG under certain
23 conditions.

24 A I wouldn't use the words you use,
25 supporting the implementation; but I think under that

1 proposal, MTG would be developed as a -- as a backup.
2 This is the PAETEC proposal that was discussed in part
3 earlier today; but MTG would be developed as a backup.
4 It would be developed to speak both the -- both the XML
5 to -- which is the way it interfaces with the -- with
6 CEMR, C-E-M-R, and would also be developed to speak --
7 use the CMIP, C-M-I-P, language so that it would also
8 interface with Synchronoss and, you know, with PAETEC
9 and develop it as a backup so that in the event of a
10 catastrophic failure, there would be a backup, a
11 failsafe in place that all carriers could move to in a
12 fairly quick time frame. And that's -- that was the --
13 that's the proposed kind of Option 2 that was out
14 there. It would not be implemented, it would be a
15 backup.

16 Q But again that doesn't -- that's the
17 PAETEC proposal, that's not -- that doesn't affect
18 Integra's relationship to the MEDIACC or CEMR systems,
19 right?

20 A I mean, I think that -- I'm not sure, to
21 answer your question, that proposal originated with
22 PAETEC; but it is a Integra -- one of the three Integra
23 proposals out there as well today. It does affect
24 Integra's relationship.

25 Q Integra does not use a CEMR-to-XML

1 translation system, correct?

2 A Integra uses CEMR, C-E-M-R, which
3 interfaces currently with MEDIACC. So under this
4 proposal, if you develop MTG as a backup, it would be a
5 backup for Integra, you know, as I described it as well
6 as for PAETEC and the carriers that use -- that use
7 Synchronoss. So it does -- that proposal does impact.
8 It provides a backup for both Integra and other
9 carriers, for all the CLECs.

10 Q But changing -- providing the CEMR
11 translation is not necessary for Integra to use CEMR
12 MTG, correct?

13 A That's correct.

14 Q How long would it take to implement the
15 PAETEC interim solution, do you know?

16 A No. I mean, that solution was put out
17 quite a -- quite a few months ago.

18 Q But you don't know?

19 A No.

20 Q At some point, regardless of who wins
21 this particular case, the merger agreements allow Qwest
22 or CenturyLink to move to MTG, assuming the other
23 procedures outlined in the merger settlement agreement
24 are successfully completed, correct?

25 A There is both procedures and there is a

1 time -- a time period. So as long as the time period
2 is met and the procedures, it would allow for movement
3 to a new -- right, to a new OSS.

4 Q And at that point, Integra, McLeod, and
5 the other CLECs would have to bear their own costs to
6 adjust or accommodate their systems to the retirement
7 of MEDIACC, correct?

8 A At that point in time, that's correct.
9 That was the bargain, there would be some time period
10 where you would not have to face these changes; and
11 after that time period, those changes were back kind of
12 on the table.

13 Q And now bearing their on cost, the cost
14 might be different for each particular CLEC, correct?

15 A Yes.

16 Q And it would certainly be different for
17 CEMR users versus MEDIACC users, assuming that CEMR not
18 retired, correct?

19 A I would expect that to be the case, yes.

20 Q So for a CLEC that moves from the current
21 system to MTG sooner than 2013, incurs the same systems
22 adjustment cost with the difference being that they
23 might -- the point in time at which they are incurred,
24 right?

25 A Yeah, that's basically correct. And that

1 was the bargain of the settlement agreement that you
2 wouldn't have to make those changes or incur that
3 expenditure before that point in time.

4 MR. GOODWIN: One moment, Your Honor, I
5 think I may be close to completed.

6 A.L.J. GOMEZ: Sure.

7 BY MR. GOODWIN:

8 Q A couple of other areas. One couple
9 of -- a couple of areas.

10 You have seen all the different
11 statements and discovery responses and testimonies
12 including the testimony of Lynn Notarianni and the
13 diagrams that she provided, yes?

14 A Yes, I have.

15 Q Does Qwest use MEDIACC for itself?

16 A Well, Qwest has said that it uses -- or
17 CenturyLink has said that it uses MEDIACC for itself;
18 then it has said that it doesn't use MEDIACC for
19 itself. Ms. Notarianni said that it -- in her review
20 of the diagrams that it does not use MEDIACC for
21 itself.

22 Q Right.

23 A But I --

24 Q I'm familiar with all of the things
25 people have said.

1 A So --

2 Q What's your opinion?

3 A I --

4 Q Or your personal knowledge really?

5 A I think, in essence, you do use MEDIACC
6 for yourself; and how that's used, the story behind
7 that has kind of changed over time because it used to
8 be you had a significant number of, you know, repairs
9 would go through MEDIACC; then you did have some retail
10 customers that used CEMR which relies on MEDIACC. You
11 have certain business units, I believe, that interface
12 with CEMR to collect information and CEMR relies on
13 MEDIACC.

14 You use it as a system you offer up to
15 your wholesale clients, both CLECs and I believe IXC's
16 and wireless providers. So -- so, in a sense, you
17 are -- you are using it for yourself or your
18 operations.

19 How that -- how that used -- your story
20 on that has changed over -- kind of changed over time.
21 But do you use it to enter your own repairs? My
22 understanding is your latest testimony is that you do
23 not enter your own repair data through MEDIACC, you
24 access directly your back-end systems.

25 Q Do you have any basis on which to

1 disagree with that testimony from your own personal
2 knowledge -- not based on other peoples' estimates, but
3 based on your own personal knowledge and examination of
4 the documentation in Qwest systems -- Qwest/CenturyLink
5 systems, sorry?

6 A I mean, I guess I have no knowledge --
7 direct knowledge of how Qwest uses that system back end
8 other than what Qwest has testified to over the course
9 of this case, which has been all over the board.

10 Q MEDIACC is not the system that Qwest or
11 CenturyLink uses for its retail repair management, it
12 is the interface with the Qwest retail repair system,
13 right?

14 A I mean I partially agree with what you
15 said.

16 Q Excuse me, and interface with Qwest
17 retail repair system, correct?

18 A Not -- not exactly because I do
19 believe -- I do believe that it's still undisputed that
20 you have customers -- retail customers that use --
21 directly use CEMR which relies on MEDIACC. So you do
22 have some retail customers essentially using MEDIACC.
23 Now if your question was about retail customers --

24 Q No, Qwest retail repair operations, which
25 I guess relates to repair customers.

1 So what I'm trying to understand is your
2 statement that Qwest/CenturyLink is discriminating in
3 that the Qwest system for retail trouble repair systems
4 has fail-over capabilities that MEDIACC does not. Do
5 you recall that testimony?

6 A Yes, I do.

7 Q So if Qwest uses MEDIACC, then how is
8 that different than the CLEC's use of MEDIACC in terms
9 of difference of fail-over?

10 A Well, what Qwest has said now that they
11 use MEDIACC to some -- for limited retail customers
12 that use CEMR that interact with MEDIACC, but that most
13 of their retail customers will go through the -- go
14 through the Qwest offices which go directly to the
15 Qwest back end -- the Qwest systems; and that these
16 systems have fail-over capabilities that did not exist
17 for MEDIACC.

18 (Discussion off the record.)

19 A And I wasn't quite done.

20 And that's discriminatory -- the
21 conclusion to that.

22 BY MR. GOODWIN:

23 Q What's the difference between a fail-over
24 for a system and a fail-over for an element of that
25 system -- or are you not sure? Do we need to kind of

1 back up and get a little more foundational information?

2 A Yeah, I think that would be helpful.

3 Q All right. Well, perhaps I've assumed
4 too much.

5 Have you ever written a fail-over plan?

6 A No.

7 Q Have you ever written or supervised a
8 disaster recovery plan?

9 A No.

10 Q Okay. And in your work, you don't work
11 with disaster recovery plans for operating systems or
12 servers?

13 A That's correct, I do not.

14 Q Or fail-over plans for servers or
15 systems?

16 A No.

17 Q Given that, is it perhaps unfair for me
18 to ask you the difference between a fail-over
19 capability for a system versus a fail-over capability
20 for an element of that system such as a server or other
21 piece of hardware?

22 A I mean, I think I have a general -- kind
23 of -- I have an understanding of what fail-over -- kind
24 of what fail-over systems are supposed to do. So you
25 are asking -- I mean, fail-over for a component would

1 have, you know, basically replacement component or
2 something that could immediately -- if that component
3 went down, there would be a switch -- typically an
4 automatic switch over to another piece or component.
5 In my mind, the fail-over for the system has kind of a
6 plan for the entire system in terms of the way that
7 system works -- you know, works together.

8 Q Do you know whether Qwest's retail
9 trouble ticket management repair systems have fail-over
10 capabilities for the entire systems or just for
11 specific hardware elements within those systems?

12 A I would have to review the plans and
13 documents for that. I don't know, off the top of my
14 head, the answer to that question. You provided some
15 discovery and information in that regard.

16 Q Now, there is some discussion about the
17 EBC01 server which is a part of the MEDIACC
18 application, correct --

19 A That's correct.

20 Q -- from your testimony?

21 A Yes.

22 Q Now the EBC01 server is the server on
23 which the MEDIACC application runs, right?

24 A That's my understanding, yes.

25 Q And then if that fails, it can be

1 manually switched over to the system -- to the EBCO2
2 server, correct?

3 A That's in your -- that's in your --
4 right, that's in your plans.

5 Q And your criticism is that it's not a
6 fail-over because it doesn't happen automatically, it
7 has to be done manually; is that correct?

8 A I think that was one of the criticisms.
9 The other criticism, based on discussions with
10 CenturyLink and Qwest, is that -- I mean, both of these
11 systems suffer from the same what you call the outdated
12 software, outdated hardware, unsupportable components.
13 So in terms -- it's not really switching from this -- I
14 always read it as EBCO -- or the EBCO1 to EBCO2 doesn't
15 really resolve any stability problems because you are
16 still in this state of potentially unrecoverable
17 failure because you are on these outdated systems and
18 outdated kind of functions and this is the way it was
19 described to me by CenturyLink and Qwest.

20 Q But there is a fail-over, a manual fail-
21 over from EBCO1 to EBCO2 if the EBCO1 server fails; is
22 that correct?

23 A That's in your -- your recovery
24 documents, yes.

25 Q And then so would you agree then that

1 there are fail-over capabilities within the MEDIACC
2 system for certain hardware elements within that
3 system, but there is not a fail-over for the entire
4 system, per say?

5 A Well, I mean, I already think I said I
6 don't know that I agree that these EBCO2 is really an
7 effective fail-over for EBCO1. And that's based on the
8 Qwest testimony that says, There is no fail-over for
9 this system. But I do agree with the bigger component,
10 that there is no fail-over for the system as a whole,
11 and that's a concern.

12 Q Right. But I want to get -- you said
13 there is no fail-over for the system is what Qwest
14 said, right -- and it's CenturyLink now. And that's
15 what I'm trying to drive at, is when you are talking
16 about there not being fail-over for the system, are you
17 talking about there not being a fail-over for EBCO1 or
18 other elements within the MEDIACC system or the system
19 as a whole -- or are you not sure?

20 A No, certainly for the system as a whole.
21 I think I've testified as to why that EBCO2 -- and it's
22 in the -- I believe in my rebuttal testimony to the
23 staff -- is not an effective fail-over; so it's not a
24 satisfactory fail-over from our perspective; and I
25 think that's outlined in my -- that is outlined in my

1 rebuttal testimony to staff. So both of those.

2 Q The fail-over systems that are in Qwest
3 retail trouble systems, those operate to protect the
4 trouble reporting and management systems for both Qwest
5 retail and wholesale customers, right?

6 A I mean, to some degree that would be the
7 case, to the extent that the MEDIACC system is relying
8 on those underlying systems for its data and
9 information.

10 Q And fundamentally that is because MEDIACC
11 stands for mediated access, right?

12 A That's correct.

13 Q And mediated access is something that was
14 also litigated in the 271 cases, right?

15 A You know, I don't have direct knowledge
16 of that. I wasn't involved in that. So I --

17 Q But you are -- are you generally aware
18 that CLECs, including Integra, argued for direct access
19 to Qwest and other ILEC repair systems?

20 A Yes.

21 Q And, instead, the FCC and other
22 commissions determined there would be mediated access
23 and that's why there is a MEDIACC system and other
24 systems run by other companies, right?

25 A Well, it's the latter part I don't -- I

1 don't know directly -- you know, if that's how that
2 came about. But I do know the initial advocacy was
3 direct access to the system.

4 Q But the MEDIACC system is a system that
5 pulls information from the retail system to determine
6 trouble -- how to manage trouble reports, right?

7 A Well, not from the retail system, right,
8 from your repair --

9 Q Retail repair system.

10 A Retail repairs.

11 They are not just retail, right, but it's
12 all your repair systems is my understanding.

13 Q And Qwest or CenturyLink does not need a
14 mediated access to its own repair systems, correct, it
15 has direct access. They are its own systems.

16 A You are asking me for the purpose of you
17 performing repair functions for your customers, you
18 don't need to use mediated access. I do believe you do
19 need to have some type of mediated access, that's a
20 requirement, you know, part of 271.

21 Q Right. But the context in which we have
22 to have mediated access is that mediated access must be
23 provided to CLECs, not that had Qwest must use mediated
24 access to handle its own retail repair issues, right?

25 A I don't think you need to use it to

1 handle your retail repair issues except to the extent
2 we discussed that some of your retail customers use
3 CEMR which relies on mediated access; but you use it
4 for other non-CLEC customers as well, so wireless and
5 IXCs, for example. So you use -- you don't use it for
6 your retail repair functions, but you do use mediated
7 access or MEDIACC.

8 Q And, again, this is based not on your
9 personal knowledge but on your understanding and review
10 of Qwest/CenturyLink's statements?

11 A Yeah, that's correct -- well, I mean, I
12 guess -- not just your statements, but I believe other
13 carriers have said that they use -- you know, other
14 non-CLEC carriers have said they use this, you know;
15 mediated access or CEMR, which uses mediated access for
16 carriers.

17 Q I think I'm going to be done. I want to
18 ask you about the errata that was filed in connection
19 with your testimony.

20 A I thought that would be your first
21 question.

22 Q Perhaps it should have been, just because
23 it's boring and administrative.

24 But so you -- what that does, in effect,
25 is it withdraws the request that you had proposed in

1 your rebuttal testimony to turn those GA-3 and GA-6
2 PIDs to Tier 1 payment status in the Colorado PAP,
3 right?

4 A That's right.

5 Q And you are no longer requesting that?

6 A That's correct.

7 Q You are not proposing any change to the
8 CPAP, which is the Colorado Performance Assurance Plan?

9 A That's right. One of the -- I mean, I
10 went a little too far there because one of the merger
11 agreements, commitments in there is that I would not
12 propose changes -- the parties would not propose
13 changes for a period of time to the performance plans.
14 So I shouldn't have put that in there. And when I
15 realized that, I struck that out of the testimony.

16 Q That's what I thought it was.

17 MR. GOODWIN: And I have no further
18 questions -- hold on just a second, maybe I do -- no,
19 thank you, Your Honor?

20 A.L.J. GOMEZ: Thank you Mr. Goodwin.

21 Let's go ahead and take the lunch break
22 now. We'll be back at 1:45.

23 (Recess.)

24 A.L.J. GOMEZ: Okay. We're back on the
25 record.

1 Mr. Goodwin, you had concluded your cross
2 examination; is that right?

3 MR. GOODWIN: Yes, Your Honor.

4 A.L.J. GOMEZ: Thank you.

5 Ms. Watson-Weidner, any cross?

6 MS. WATSON-WEIDNER: Yes. Just one quick
7 question, Your Honor.

8 CROSS EXAMINATION

9 BY MS. WATSON-WEIDNER:

10 Q Mr. Denney, in your Rebuttal Testimony to
11 staff of the Commission, on page 24 of the public
12 version -- tell me when you are ready.

13 A I am ready, Ms --

14 Q Watson-Weidner.

15 A I am anticipating where we are going to,
16 so I am getting the Settlement Agreement out.

17 Q Okay. You ask -- you made a question and
18 a response that says, "Are all of the procedures from
19 those agreements reflected in the merged company's CMP
20 timeline for MTG?" And, then, you say, "No." And then
21 you list a group of criteria that are not in the MTG
22 timeline that you are referencing. Are you with me on
23 this testimony?

24 A Yes.

25 Q I understand these criteria, but would

1 you please tell me specifically why you're asking for
2 provision of aggregate transaction volume data, and the
3 use of a third-party facilitator, and then reference a
4 merger agreement that came out of Minnesota?

5 A All right. Well, excuse me. Those two
6 things were provisions that were contained in the
7 nonIntegra CLEC Settlement Agreements -- and I forget
8 what we've been calling that -- the joint CLEC
9 Settlement Agreements out of the merger case.

10 Q Okay.

11 A So, those provisions were entered into
12 initially in the State of Minnesota, but were offered
13 up for those CLECs kind of across the entire, like I
14 say, Qwest region, okay? So they apply -- they're
15 effective for CLECs, you know, in every state.

16 And, like, PAETEC was a party, initially,
17 to this agreement. And in the Integra agreement, it
18 also says that you can -- one of the provisions in it
19 says that there's other agreements that the company
20 has, as part of the merger proceeding, then, you know,
21 Integra or CLECs who opted into the Integra agreement
22 can take advantage of those provisions as well.

23 And one of the things that came out of
24 that joint CLEC merger agreement were some additional
25 criteria with regard to the new OSS. And the two that

1 you mentioned, you know, the aggregate transaction
2 volume data has to do with the way that agreement
3 spelled out how the voting kind of process would work,
4 and the volumes that would need to be done for testing
5 purposes, to make sure that the, you know, make sure
6 that the tests were robust enough to show that the new
7 system passed those tests.

8 Q Okay.

9 A And then, also, the third-party
10 facilitator is another provision in that agreement.
11 That requires a third-party facilitator, for instance,
12 in the testing process or implementation -- I have to
13 remember exactly what the third-party facilitator is
14 for. It's in my Direct Testimony. If you want me to
15 look for that, I have that provision.

16 Q It's in that attachment, I believe, that
17 you -- in the exhibit that you reference?

18 A Right.

19 Q So, I was just trying to understand what
20 you meant by the use of those words, based on that.

21 A Right. Because I think these are
22 obligations the company had agreed to, and had agreed
23 to make available to, you know, to other CLECs through
24 the, you know, kind of through the Integra agreement,
25 and that these are things that they had committed to

1 doing, the company -- I mean Qwest and CenturyLink --
2 they had committed to doing as part of implementing a
3 new OSS.

4 Q I am a little confused, all right? When
5 you mention the Integra agreement, are you talking
6 about the Integra agreement at issue in this docket,
7 signed in Colorado? Are you referring to a different
8 agreement?

9 A Right. So, the Integra merger agreement
10 I am referring to would be the one in this docket in
11 Colorado, which is --

12 Q Okay.

13 A BJJ-3 to her Direct Testimony.

14 Q Okay.

15 A This agreement, I think, is Exhibit BJJ-4
16 to Ms. Johnson's testimony, but it also is the
17 provision in that agreement, a commitment that the
18 company made -- that Qwest and CenturyLink made across
19 the region and are available to, you know, to Integra,
20 as well as those CLECs who specifically signed that
21 agreement.

22 Q All right. So, in other words, that's
23 your interpretation of these agreements and that's why
24 you included that?

25 A Yes.

1 MS. WATSON-WEIDNER: All right. Thank
2 you very much. I appreciate it.

3 A.L.J. GOMEZ: Thank you. All right.
4 One second.

5 Mr. Denney, I have a couple of questions
6 for you regarding the terms of the Settlement
7 Agreement.

8 EXAMINATION

9 BY A.L.J. GOMEZ:

10 Q Specifically to Section 12 of the
11 agreement, which is what we're all talking about, in
12 regard to the OSS.

13 In your testimony, you indicated that you
14 had issues with the use of several terms in the
15 Settlement Agreement, including the terms, "use,
16 "offer," "replace," "retire," "integrate."

17 And looking at Section 12, could you tell
18 me what your -- you have discussed, a little bit, with
19 cross examination -- quite a bit, actually, in your
20 cross examination, but, when the terms of the
21 Settlement Agreement indicate that the merged company
22 will use and offer -- well, first of all, let me ask
23 you, with regard to MEDIACC, what is your
24 understanding -- now, we had some colloquy, back and
25 forth regarding MEDIACC, and I think it's mediated

1 access system, but, in pragmatic terms, what is
2 "MEDIACC"? What does it do, from your perspective?

3 A Right. It interfaces with, kind of, the
4 Qwest internal repair systems.

5 Q Okay. Is it a software program?
6 Software and hardware?

7 A It's software and hardware, is my
8 understanding.

9 Q Okay. So it's a system that basically,
10 then, allows Qwest to communicate trouble reports
11 among -- with the various CLECs individually; is that
12 correct?

13 A That's correct. And some other carriers
14 may use that.

15 Q Okay. And is it your understanding that
16 Qwest uses that system -- that you had indicated, in
17 your testimony, that you thought that Qwest used that
18 for some of its retail customers; is that correct?

19 A Well, while -- that's kind of where
20 there's some struggle -- the initial understanding,
21 based on what Qwest had told us, is that they use it
22 for a significant number of their repair tickets. They
23 kind of since changed that now, and so I believe what
24 they are saying now is there --

25 Q Sorry. Let me stop you right there.

1 When you say it's your understanding that Qwest uses it
2 for repair tickets -- when you say, uses it for repair
3 tickets, what do you mean?

4 A So, two things. So, to get to your
5 retail question, there are some retail customers that
6 use CEMR, which is the system interface to get -- one
7 of the OSS interfaces to get to MEDIACC. So, there are
8 some retail customers that would use it in that way.

9 But the way, in paragraph 12, when we say
10 CenturyLink will use this system, our view, it means
11 that they will use it in the way they have been using
12 it, prior to the merger, they will continue to use it
13 in that way after the merger.

14 Q Does that mean, now, they will be using
15 it -- does that merely imply that they would continue
16 to offer it to the wholesale customers?

17 A I think it's more than just continuing to
18 offer it, because I think --

19 Q Hum, are we talking about the same thing
20 when we say "use" and "offer"? Are they two distinct
21 terms?

22 A Right. I think they are two distinct
23 terms. That's our view, is, because it's CenturyLink
24 will use and offer to wholesale customers. So, it
25 means they are going to continue to use it in the way

1 they have been using it, prior to the merger.

2 Q Internally?

3 A Not just internally, but the way they use
4 it for their other wholesale customers. What wasn't
5 anticipated is some kind of dual-system approach, that
6 would -- some customers could get kind of what may be
7 considered a better system than other customers would
8 get.

9 Q So, is there some blending of the two
10 terms?

11 A There is some blending, but the
12 provisions, in our view, are that CenturyLink will use
13 this system and as they used it prior. And they will
14 offer this system to CLECs, to wholesale customers. So
15 they will continue to offer it.

16 Q For the 30-month period?

17 A Right.

18 Q Okay. So, do the terms of Section 12,
19 then, preclude Qwest or CenturyLink from -- sorry.

20 MR. GOODWIN: Like I said, I am down to
21 three a day, and I think that I ruined that quota today
22 by several.

23 BY A.L.J. GOMEZ:

24 Q Does that preclude CenturyLink from
25 developing MTG and offering it to CLECs who are not

1 parties to the Settlement Agreement?

2 A Yes. I think that it does, that it
3 precludes that.

4 Q So, the Settlement Agreement encompasses
5 CLECs who are not a party to the Settlement Agreement?

6 A Well, they made a blanket agreement that,
7 overall, they would do those -- they would adhere to
8 those activities. So, I do think that there is no
9 carve-out to say, to some subset of customers, you can
10 do something else. And, so, I do think they are
11 committed to using that for all of those carriers.

12 Q Okay. Then, let's go to the terms
13 "replace," "retire," and "integrate," which is Section
14 12(C) of the Settlement Agreement.

15 When that section says that the
16 replacement or retirement of a Qwest OSS interface may
17 not occur without sufficient acceptance of the
18 replacement interface by CLECs, who then assures that
19 the replacement interface provides the level of
20 wholesale service quality provided by Qwest prior to
21 the closing date? From your perspective, what
22 responsibilities does that place on Qwest/CenturyLink?

23 A All right. So, let me step back to 12
24 and say that these were provisions that were kind of to
25 take place after the -- in our view, they took place

1 after the 30-month period.

2 Q So, any replacement or retirement of the
3 MEDIACC could not occur -- okay?

4 A Right.

5 Q Well, let me stop you there. And, so,
6 that could not occur until the 30-month period expired?

7 A Correct.

8 Q Correct. Okay. Does that mean that, in
9 the interim, Qwest could not begin developing MTG?

10 A What I am thinking -- here's why I am
11 struggling with that, is, because when Qwest sent the
12 notice it sent, the notice saying the MTG is a
13 replacement for MEDIACC, and I think that was
14 prohibited, to set up a replacement, you know, within
15 the 30-month time frame.

16 Q Was it -- okay. Let me ask you, was
17 that -- so, that, then, you are saying it was
18 prohibited to develop a replacement, or it was
19 prohibited to impose a replacement?

20 A It's prohibited to impose a replacement.
21 I am a little hesitant, on the development side,
22 because there may be -- you may have internal -- they
23 may be working on what their plans will be after the
24 30-month period, and what they propose to set forth
25 with OSS, you know, going-forward. And to the extent

1 that those things are in development, I think those
2 things are discussions they could have had.

3 Q Okay.

4 A During that time where I think it
5 overstepped the line, where -- by putting in a new
6 system, offering up a new system prior to that time
7 period, without going through the steps in the
8 Settlement Agreement about -- that anticipated, kind
9 of, some joint process in terms of that development of
10 the new system.

11 Q So, have you, to your knowledge, have any
12 of the CLECs -- and I'm just narrowing it to the CLECs
13 who are parties to the Settlement Agreement. Have any
14 of the CLECs met with CenturyLink to develop any
15 acceptance criteria as required by the Settlement
16 Agreement with regard to MTG?

17 A Right. I am not aware of that having --
18 any of those discussions taking place.

19 Q Okay. So, it sounds like, then, that the
20 parties haven't even gotten to that phase yet; is that
21 correct?

22 A To the acceptance criteria phase?

23 Q Yeah. That requirement.

24 A That's correct.

25 Q Okay. So, would it be reasonable to say,

1 then, that MTG is still a developmental system?

2 A Well, I mean, that's hard to say, because
3 they have put it out there and have sent notice to
4 CLECs and said, I think, it's as of February 13th, they
5 have requested whether there would be CLECs willing to
6 enter into testing this system. That's prior to any of
7 these other steps taking place. That's what's
8 problematic for us.

9 Q But, in the meantime, MEDIACC still is
10 being supported by CenturyLink?

11 A That's correct.

12 Q Okay. Now, with regard to MEDIACC,
13 you've testified that it was your understanding,
14 internally, that MEDIACC was stable; is that correct?

15 A I think, from what I see of the
16 performance of MEDIACC, which I see measures of the
17 downtime, we haven't seen issues of, you know, of
18 instability.

19 Q Okay.

20 A That's really looking at the performance
21 data.

22 Q Okay. And, then, you said, further, in
23 your testimony, that while -- and if I mischaracterize,
24 please let me know, but I understood your testimony to
25 say that while performance varies internally, you seem

1 to think that MEDIACC was stable. You were concerned
2 by representations made by the company that it wasn't;
3 is that correct?

4 A Right. And I don't want to say that I
5 think that -- I think MEDIACC is stable. I don't want
6 to quite go that far. What I have just seen is, we
7 haven't seen outages, you know, any increase in outages
8 that we have seen, historically. And you heard, like,
9 the percentage, like 99.25%, is kind of the benchmark
10 that's used.

11 So, then, getting to -- the company has
12 kind of said, in numerous ways, you know, that this
13 system is unstable, that it's not supported, that it
14 could recover, you know, that it could suffer a failure
15 in the near -- an unrecoverable failure in the near
16 future.

17 So, based on some of those
18 representations, and some of the discovery about
19 concern about how old some of the systems are, and all
20 of that, there's concerns across the CLEC community
21 about whether, you know, how stable MEDIACC is, since
22 they have been making these representations, you know,
23 in that regard.

24 Q In your written testimony, I believe it
25 was your Rebuttal Testimony, you had set out some goals

1 that you wanted to achieve in this Complaint, okay? Do
2 you recall that testimony?

3 A I don't have it specifically in front of
4 me. No, I don't specifically recall the goals, but do
5 you mean the alternative solutions that we have
6 offered?

7 Q Yeah. What --

8 A Okay.

9 Q What I want to know, tell me how those --
10 let me see if I can word this so it doesn't sound too
11 nebulous.

12 What breaches to the Settlement Agreement
13 have occurred that cause you to set those goals or
14 those alternatives? How has the Settlement Agreement
15 been breached so that you listed those -- you thought
16 to list those as alternative solutions?

17 A Right. Because I think the company
18 introduced a new system that it says is going to be the
19 replacement for MEDIACC. And it's introducing that
20 system for CLECs, now, kind of before any of the
21 anticipated criteria would take place, you know, like
22 you mentioned in Part C, that should take place after
23 the 30-month window.

24 And they have said, on some occasions,
25 you can't really rely on MEDIACC. At some points they

1 said don't, you know, you are not going to -- you
2 should forgive, like your -- if you want to stay on
3 MEDIACC, you shouldn't get your performance payments
4 because that was your choice. They have made these
5 various different claims during the course of this that
6 basically said -- that, in our view, has said, to the
7 CLECs, you cannot rely on MEDIACC, even though we
8 committed to that in the Settlement Agreement -- in
9 these Settlement Agreements. And that's the breach;
10 that you can no longer rely on the system they
11 committed to rely on for the 30-month period.

12 And, so, the solutions we got to are the
13 ways that we think you have to go, you know, are our
14 option to get from -- how, what do we do from here.

15 Q So, then, the approach, then, if I
16 understand this correctly, from your testimony, is that
17 it's based on the representations made by Qwest that --
18 regarding their concerns that MEDIACC may become
19 unstable?

20 A Right. I don't think it's just that,
21 because I don't think they have the right to introduce
22 a new system that's available for, you know, this
23 optional system, prior to that 30-month window, and
24 prior to going through the steps that are outlined for
25 implementation of a new system.

1 So, I think the path we're on right now
2 is in breach of the Settlement Agreement.

3 Q Okay. So, then, it's a process, then, an
4 issue, then, you are saying, that it should have been
5 A, B, C and Qwest did B before A?

6 A Right. And it's both of those. I don't
7 want to discount the other thing you said as well,
8 about stability of the system. So, I think it's both
9 of those things.

10 Q Okay.

11 A.L.J. GOMEZ: Those are all of the
12 questions I have. Redirect?

13 MR. MERZ: No redirect, Your Honor.
14 Thank you.

15 A.L.J. GOMEZ: Okay. Mr. Denney, thank
16 you for your testimony. You may step down.

17 MR. GOODWIN: Judge Gomez, could I ask
18 one question follow-up on what you just asked?

19 A.L.J. GOMEZ: Sure. Go ahead.

20 RE CROSS EXAMINATION

21 BY MR. GOODWIN:

22 Q Talking about the last question -- is it
23 okay if I just do it from here, because I think it's
24 just one question, or I hope it is.

25 A.L.J. GOMEZ: Yeah that's fine.

1 BY MR. GOODWIN:

2 Q Where does, in the Settlement Agreement,
3 does it prohibit the introduction of a new system?

4 A I think it does, because I think the part
5 about integrating the new system, which the agreement
6 says you are not to, you know, integrate a new system
7 before the 30-month period.

8 Q So the "integrate" language, is that what
9 you are saying? Is it the "integrate" language that
10 prevents the introduction of a new system?

11 A I think that's one part of it. And the
12 fact that you introduced this system as a replacement
13 system. This clearly says you will not replace the
14 system prior to the 30 months. So, it's both of those
15 things.

16 Q What systems are being integrated?

17 A MTG is currently being integrated with
18 your, you know, with your other systems, your other
19 repair systems.

20 Q What other systems?

21 A Well, you're integrating MTG with CEMR,
22 you're integrating MTG with your back-office repair
23 systems.

24 Q And assuming that, however, that -- I
25 think you have testified that it would not be -- that

1 if MTG were available, that Integra would not move to
2 replace this, the CEMR/MTG -- the CEMR/MEDIACC with
3 CEMR/MTG, correct, in a way -- when I say, "you," I
4 mean Integra collectively, because I think it was
5 Ms. Johnson that testified to that, right?

6 A Well, I mean, what I heard Ms. Johnson
7 say is that there were no plans, kind of, at this time,
8 to do that. So, I don't know that she went quite as
9 far as to say that there's never going to be
10 consideration of that. I think she said that's not
11 something that they are looking at doing right now.

12 MR. GOODWIN: That's all I had. I'm
13 sorry. That was more than one question. I apologize.

14 A.L.J. GOMEZ: Okay. Any redirect raised
15 based on that?

16 MR. MERZ: No, thank you, Your Honor.

17 A.L.J. GOMEZ: Okay. Now, Mr. Denney,
18 you can step down. Thank you very much.

19 Next witness.

20 MR. MERZ: Mr. Denney is our final
21 witness. That concludes the CLEC case.

22 A.L.J. GOMEZ: Thank you, Mr. Merz.
23 CenturyLink.

24 MR. GOODWIN: Your Honor,
25 CenturyLink/Qwest would call Mike Hunsucker.

1 A.L.J. GOMEZ: Thank you.

2 (Whereupon Michael R. Hunsucker was
3 sworn.)

4 A.L.J. GOMEZ: Thank you. Please have a
5 seat.

6 DIRECT EXAMINATION

7 BY MR. GOODWIN:

8 Q Mr. Hunsucker, good afternoon.

9 A Good afternoon.

10 Q Would you state your name and spell it
11 for the record, please.

12 A It's Michael R. Hunsucker. The last name
13 is H-u-n-s-u-c-k-e-r.

14 Q And in front of you is what has been
15 marked for identification, I guess, as Hearing Exhibit
16 11.

17 A Yes.

18 Q And what is that Hearing Exhibit 11?

19 A It's my Answer Testimony, dated September
20 15st.

21 Q And did you prepare or cause to be
22 prepared that testimony?

23 A Yes, I did.

24 Q And are the answers in there true and
25 correct as we sit here today?

1 A Yes, sir, they are.

2 Q Are there any corrections that you would
3 have to that testimony?

4 A No.

5 MR. GOODWIN: The testimony has been
6 stipulated into evidence as Exhibit 11.

7 A.L.J. GOMEZ: So noted.

8 MR. GOODWIN: I tender the witness for
9 cross examination.

10 A.L.J. GOMEZ: Thank you. Mr. Merz.

11 MR. MERZ: Thank you, Your Honor.

12 CROSS EXAMINATION

13 BY MR. MERZ:

14 Q Good afternoon, Mr. Hunsucker.

15 A Good afternoon.

16 Q I would like to begin with page 8 of your
17 Answer Testimony, Hearing Exhibit 11.

18 A Okay. I am there.

19 Q And I am looking specifically at line 2,
20 where you talk about the required settlement --
21 required steps of the Settlement Agreement being
22 completed when and if the company decides to retire or
23 replace any OSS system. That was your testimony,
24 correct?

25 A Yes, that's right.

1 Q Now, it's the case, is it not, that
2 CenturyLink has already decided that it will retire
3 MEDIACC, correct?

4 A As I understand it, we have decided we're
5 going to retire it. It will be after the 30-month
6 period that we committed to in the Settlement
7 Agreement. And we have also committed to go through
8 all of the required steps that are in that Settlement
9 Agreement.

10 Q And at least in the case, then, of
11 MEDIACC, it isn't a question of if, it's a question of
12 when MEDIACC will be retired, correct?

13 A Yeah. I think that's correct, yes.

14 Q And MTG is the replacement for MEDIACC;
15 is that correct?

16 A MTG is the replacement for MEDIACC, yes.

17 Q Okay. Now, if you go to page 9 of your
18 Answer Testimony, I am looking at, beginning at line
19 12, you say there that you first became aware of this
20 issue when the CLECs raised the issue of retirement of
21 MEDIACC during the Arizona hearing on December 20th,
22 correct?

23 A Yes, that's correct.

24 Q Now, you were the witness who testified
25 on behalf of the joint applicants regarding wholesale

1 OSS issues at the merger hearings in all of the Qwest
2 states; is that right?

3 A Yes. I was a witness in fact, I did
4 testify. And I know we went through a lot of
5 discussion on this, based on my knowledge of OSS, but
6 it was a high level representation of what I understood
7 regarding OSS.

8 Q And I was the one that asked you
9 questions, at that Arizona hearing, about this issue
10 regarding the retirement of MEDIACC and CEMR; is that
11 right?

12 A Yes, you were.

13 Q Okay. And do you also recall that I
14 asked questions regarding that subject of Karen Stewart
15 of Qwest?

16 A I don't recall that, no.

17 Q Do you recall I also asked Mr. Denney
18 some questions about that subject?

19 A I don't recall that either.

20 Q Now, did you, in preparing for your
21 testimony here today, review the transcript of our
22 discussions back in Arizona, more than a year ago?

23 A No, I did not review that transcript.

24 Q You recall that I asked you,
25 specifically, about the retirement of CEMR in Arizona;

1 isn't that right?

2 A I recall having discussions around CEMR,
3 yes.

4 MR. MERZ: And, Your Honor I don't think
5 I need to make this a hearing exhibit, but I do have
6 the specific page from the transcript, and I thought I
7 would offer it to Mr. Hunsucker to help him recall our
8 discussion.

9 A.L.J. GOMEZ: That's fine.

10 MR. GOODWIN: Mr. Merz, do you have a
11 copy for me?

12 MR. MERZ: I sure do.

13 A.L.J. GOMEZ: Mr. Merz, do you have one
14 for me?

15 MR. MERZ: Oh, yes, I'm sorry.

16 A.L.J. GOMEZ: Thank you.

17 BY MR. MERZ:

18 Q If you go to the second page of the
19 document -- and I apologize for the size of type -- but
20 it would be page 338 of the transcript, in the lower
21 left-hand corner. Do you see that?

22 A Yes, I do.

23 Q First of all, can you just confirm for me
24 that this is, in fact, your testimony? And if it helps
25 you, the first page of the document tells where in the

1 transcript your testimony appears.

2 A Yeah. I am trying to -- I mean, I'm
3 sorry. I'm not -- okay. Direct examination and cross
4 examination were pages 286 to 359. It appears that
5 this is page 338, so it would have been within that
6 range of page numbers, yes.

7 Q You heard that -- in fact, I asked you,
8 in Arizona, specifically, about CEMR; is that right?

9 A Yes, that -- yes, you did.

10 Q And you told me, at that time, that you
11 become aware of the issue regarding CEMR the preceding,
12 I think, Friday, when Qwest made the announcement; is
13 that right?

14 A Well, can I take a moment to kind of read
15 this, please?

16 Q Take whatever time you need, sir.

17 (Pause.)

18 A Yes. I think my answer was -- says I was
19 made aware at the same time they had made that
20 announcement.

21 Q That was, as you recall it, the preceding
22 Friday. We were having our hearing on a Monday; is
23 that right?

24 A That's correct, yes.

25 Q And the announcement was the preceding

1 Friday, correct?

2 A Yes.

3 Q And here's -- I asked you specifically
4 about CEMR, but you recall that you became aware, at
5 the same time, about plans to retire MEDIACC; is that
6 right?

7 A Yes.

8 Q And what you told me in Arizona was that
9 folks from Qwest had told you that CEMR was being
10 retired because it was very unstable and Qwest could no
11 longer find parts for it; is that right?

12 A They were concerned about instability of
13 the system, and the ability to bring it up in the -- if
14 the system failed, and about the parts of the -- yes.

15 Q And the phrase that you used, in
16 characterizing what you had been told, was that the
17 system was very unstable; is that right?

18 A Based on the conversations I had with the
19 Qwest folks, that's the words that they used. And,
20 again, those are the words that I used. But there was
21 no intention to represent that, from a, you know, from
22 an IT world, because I am not an IT professional, as to
23 what was meant by those words at the particular time,
24 other than we knew there were part availability issues,
25 and things like that that concerned our internal folks.

1 Q So, you are relying, obviously, on the
2 Qwest people, who knew the Qwest systems, to inform you
3 about the status of both MEDIACC and CEMR; is that
4 right?

5 A Well, ask that question again. I want to
6 make sure that I answer it correctly.

7 Q And I would just break it down. Let me
8 take a step back. You were told, by someone at Qwest,
9 that CEMR was very unstable?

10 A I was told the system was unstable, yes.

11 Q Very unstable, correct?

12 A Well, "unstable" was, I think, the word
13 they used.

14 Q In your testimony, you used the words,
15 "very unstable."

16 A Yes.

17 Q And you were relying on people from Qwest
18 to tell you about the stability of the CEMR system; is
19 that right?

20 A Correct.

21 Q Now, I have been asking you specifically
22 about CEMR, but did the folks from Qwest also tell you
23 that MEDIACC was also very unstable?

24 A I think, at that point in time, we were
25 talking about the CEMR/MEDIACC -- both systems. And

1 the question that you asked me here was relative to
2 CEMR. But we were talking, in the context of my
3 discussion with them, it was both CEMR and MEDIACC.

4 Q And do you recall who it was that told
5 you this? This was at Qwest?

6 A You know, we were having joint planning
7 meetings for our merger proceedings. I am trying to
8 recall. Most of those discussions were with the public
9 policy folks at Qwest, that were part of these
10 discussions, but I don't recall the exact name of the
11 person who told me that.

12 Q Was Ms. Albersheim someone that was
13 involved in those discussion?

14 A No, she was not.

15 Q When the Qwest person, whoever it was,
16 told you that CEMR and MEDIACC were very instable, did
17 you ask that person what he or she meant by that?

18 A No -- well, I did not have a detailed
19 discussion on that and, you know, at that point in
20 time, I think one of the things that, from my
21 perspective, that we were focused on was, Qwest made
22 the announcement they were going to, through the CR,
23 they were going to retire the system. There was
24 discussion around, you know, that was Qwest making that
25 decision. That was not CenturyLink making that

1 decision. At that point in time, we were two
2 standalone companies. Qwest, obviously, was in a
3 position to continue to run their business however they
4 saw fit, regarding that system, up until the point in
5 time that, you know, the merger closed.

6 And, if the merger hadn't closed, if we
7 had gone down the path of the AT&T/T-Mobile merger,
8 then, these settlement agreements wouldn't have been
9 applicable. And at that point in time, we were
10 operating as two standalone companies, as is required
11 by Federal law.

12 Q And you have gone a little ways beyond
13 the question I asked. The question specifically was
14 whether, when someone told you that CEMR and MEDIACC
15 was very unstable, did you ask that person what he or
16 she meant by the words, "very unstable"?

17 A No, I did not.

18 Q Did you ask how the problem could be
19 remedied?

20 A No. Because, again, at this point, I had
21 no ability to influence the decision on what Qwest was
22 doing at that time.

23 Q And nor did you ask how long that problem
24 had been in existence?

25 A I did not specifically ask. There was a

1 discussion, and the fact that there was a CR in 2008
2 that was placed in deferred status, and there was just
3 reactivation of that system. I do recall having that
4 conversation.

5 Q You would agree with me that, in the
6 merger documents, OSS was one of the areas of greatest
7 concern for the CLECs?

8 A Yes. And it was an area of great concern
9 to CLECs. And the discussion around OSS centered on
10 whether we were going to be, as CenturyLink. being the
11 acquiring company, we were going to replace Qwest's
12 systems with CenturyLink systems.

13 Q You understood that it was important to
14 the CLECs that they would be able to continue to use
15 the Qwest systems that they had been using for some
16 period of time following the merger?

17 A Yes. And there was an agreement, at the
18 time, with Integra, for 24 months. That was later
19 amended to 30 months. And as we sit here today, that
20 is still the case of what we're doing with CEMR and
21 MEDIACC. We're going to leave it in place for that
22 committed time period.

23 Q Now, you found out that CEMR and MEDIACC
24 were very unstable sometime around December 20th,
25 correct?

1 A Yes.

2 Q And by the way, "you," meaning your
3 company. And Qwest had already entered into Settlement
4 Agreements with Integra and also with the Colorado
5 staff; is that right?

6 A Yes, that's correct.

7 Q And those Settlement Agreements provided,
8 among other things, that the merged company would
9 continue to use and offer the existing Qwest OSS for 24
10 months after the merger, later extended to 30 months.
11 You've already told me that, right?

12 A Yeah. And, I guess -- I think that's
13 where we have a fundamental disagreement.

14 Q And I am just going to cut you off,
15 because your attorney will get a chance to ask you
16 questions. Maybe you could just focus on mine. Fair
17 enough?

18 A Okay.

19 Q You are aware, on December 20th, that
20 CEMR and MEDIACC were the existing Qwest OSS that the
21 CLECs were then using, correct?

22 A Yes.

23 Q Now, were you surprised to learn, on
24 December 20nd, or maybe a few days before that, that
25 Qwest considered two of the OSSs that were then being

1 used by CLECs to be very unstable?

2 A I was concerned about that when I heard
3 that they were unstable, yes.

4 Q Were you concerned that CenturyLink had
5 just entered into an agreement to continue to use and
6 offer an OSS that Qwest considered to be very unstable?

7 A Yes. I was -- yes, we had concerns about
8 it. Again, at that time, we were operating as two
9 standalone separate companies, and I had no ability to
10 influence Qwest's decision at that point in time.

11 Q And, as I understand it, you did not do
12 anything at that time to further investigate regarding
13 the stability of CEMR and MEDIACC, or what could be
14 done about it?

15 A I took the representations that were made
16 to me, based on what was said.

17 Q You didn't do any further investigation?

18 A No.

19 Q Did you do anything to investigate how
20 likely it was that CEMR and MEDIACC would fail?

21 A No.

22 Q Did you do anything to investigate what,
23 if anything, Qwest was doing to make sure that the
24 company would be able to meet its commitment to
25 continue to use and offer MEDIACC?

1 A But, again, that was a CenturyLink
2 commitment, based -- premised on the fact of the merger
3 closing. So, I did not go talk to Qwest and say, you
4 know, anything in regards to their business decision.

5 Q But you were being told that there was a
6 concern that the very systems that you agreed would
7 remain in place for at least 30 months, that those
8 systems were very unstable and you didn't regard that
9 as a concern for your company?

10 A I was told that they were unstable, and,
11 yes, we viewed that as a concern of our company, but,
12 again, I couldn't influence how Qwest proceeded at that
13 point in time.

14 Q You couldn't tell Qwest what to do, but
15 you certainly could gather the facts to determine
16 whether the company could meet its commitments under
17 the merger agreement, couldn't you?

18 A Well -- and I think that, you know,
19 post-closing, we did investigate the facts around CEMR
20 and MEDIACC, and we changed the CR, withdrew the CR to
21 retire that. And we're continuing to use and offer
22 that today.

23 Q But you are not saying that, before
24 closing, there was some legal requirement that
25 prevented you from gathering the information necessary

1 to determine whether the company could satisfy the
2 commitments that it had entered into with Integra and
3 Colorado staff?

4 A No, no.

5 Q Go to your Answer Testimony, at page 11,
6 looking specifically at line 19.

7 A Okay.

8 Q You say there that it was your
9 understanding that the CLECs were concerned that the
10 Legacy CenturyLink systems would be used in place of
11 Legacy Qwest systems; is that right?

12 A Yes, that's right.

13 Q Now, it's the case, is it not, that the
14 joint applicant witnesses for both Qwest and
15 CenturyLink testified, in the merger proceeding, that
16 there were no plans to create any new systems?

17 A I think the response was there was no
18 immediate plans to replace the systems.

19 Q And, in fact, in a brief that was filed
20 here in Colorado, in November, the company represented
21 that there would be no immediate need or time pressure
22 to make any alterations to OSS in the Qwest areas;
23 isn't that right?

24 A I think that's the quote from what was
25 said, yes.

1 Q And that representation is not consistent
2 with what you were told in December about the systems
3 being very unstable, was it?

4 A Ask your question again, please?

5 Q The representation made in November, that
6 the company had no immediate need and was under no time
7 pressure to make any alterations to the OSS in the
8 Qwest areas, that representation was inconsistent with
9 what you were told in December about the systems being
10 very unstable?

11 A It would have been extremely difficult
12 for me to know, in November, what I became aware of in
13 December. So, at the point in time in November that we
14 made that representation, that was the opinion that we
15 had at that time.

16 Q And you later learned that that
17 representation was not accurate, correct?

18 A What I later learned was that CEMR and
19 MEDIACC was, in my words, "unstable."

20 Q In the words of Qwest people, "very
21 unstable," correct?

22 A Again, I thought the Qwest people used
23 the word, "unstable."

24 Q In the testimony in Arizona, you used the
25 phrase, "very unstable?"

1 A Correct.

2 Q You wouldn't have used that unless
3 someone at Qwest told you those words?

4 A Again, I think Qwest told me "unstable,"
5 and my words that I had used were "very unstable."

6 Q And then, one last point, here, in your
7 Direct Testimony on page 11, line 3, you say that
8 "CenturyLink will continue to use and offer the Legacy
9 Qwest OSS systems for the required 30 months." And,
10 then, earlier, in your testimony, at page 7, line 5 --
11 that's not correct.

12 Well, I will just ask you the question
13 about 11. CenturyLink's ability to continue to use and
14 offer the Qwest Legacy systems depends on whether
15 MEDIACC experienced an unrecoverable failure before
16 October of 2013, correct?

17 A Yes. I think the ability for us to use
18 and offer any existing system, if there's a
19 catastrophic failure, is impacted. But given that's a
20 future event that, you know, we're going to work very
21 hard to ensure that doesn't happen.

22 Q And you talked about this in the context
23 of any system, but the specific system that there's a
24 concern about is MEDIACC, correct?

25 A Correct.

1 Q And if MEDIACC fails, then, obviously,
2 you won't meet your merger commitment, correct?

3 A Well, that -- in relation to using and
4 offering this system, that's probably correct.

5 Q Okay.

6 MR. MERZ: I have nothing further. Thank
7 you, sir.

8 A.L.J. GOMEZ: Thank you, Mr. Merz.
9 Ms. Watson-Weidner.

10 MS. WATSON-WEIDNER: I'm sorry. No
11 questions, Your Honor.

12 A.L.J. GOMEZ: Mr. Hunsucker, I think I
13 have a question for you.

14 THE WITNESS: Okay.

15 EXAMINATION

16 BY A.L.J. GOMEZ:

17 Q In your testimony, in your written
18 testimony, it looks like, starting on page 11, you talk
19 about the concerns raised by the CLECs in the merger
20 proceedings. And just paraphrasing, it appears -- and
21 correct me if I am wrong -- that you're saying that it
22 was your understanding that the CLECs concern was being
23 required to migrate off of Qwest's Legacy system onto
24 the CenturyLink system; is that correct?

25 A Yes, that's correct.

1 Q All right. And you base that on your
2 participation in the negotiations and those other
3 things; is that correct?

4 A Yes.

5 Q Okay. With regard to the Settlement
6 Agreement, then, is it your representation that Section
7 12 of the Settlement Agreement, then, was referring to
8 that concern and not to the development of a new
9 system, such as MTG?

10 A Yes, it is. And, you know, the
11 discussion that I was a part of, with a number of
12 CLECs, from a business standpoint, as well as through
13 the Settlement Agreements, without disclosing those
14 discussions, is there was a lot of concern about the
15 CenturyLink systems replacing Qwest's systems. And, in
16 fact, there was a lot of cross examination and a lot of
17 testimony filed on behalf of the CLECs comparing and
18 contrasting the two systems, including PAETEC, as I
19 recall, in Arizona.

20 So, our concern was around or what -- the
21 way I view the CLECs concern was around, are we going
22 to implement CenturyLink systems, which, you know, had
23 not gone through the 271 process, as the CLECs pointed
24 out. And the CenturyLink systems had not. And they
25 were very concerned about whether the CenturyLink

1 systems could handle the Qwest volumes and the
2 transactions in a very similar way.

3 Q Okay. So, was there any, from your
4 perspective, in your opinion, were there any concerns
5 included in Section 12 that related to a new system,
6 such as MTG?

7 A You know, I don't recall us having any
8 discussions around new systems, especially if it was,
9 in this case, a replacement -- I use the word,
10 "replacement -- but a replacement, at some point, of a
11 Legacy Qwest system with another Qwest developed system
12 that was interfacing with their back-office systems.
13 So, I don't recall there being any specific discussions
14 around that issue.

15 A.L.J. GOMEZ: Okay. Thank you. Any
16 redirect?

17 MR. GOODWIN: A little bit, Your Honor,
18 thank you. Actually, I would do it from up here, since
19 I can't see you.

20 REDIRECT EXAMINATION

21 BY MR. GOODWIN:

22 Q At the beginning of your discussion with
23 Mr. Merz, I think the question was, is it a question of
24 if or when, in terms of MTG replacement of MEDIACC. Do
25 you recall that discussion?

1 A Yes.

2 Q Okay. Will CenturyLink implement -- or,
3 excuse me -- will CenturyLink retire MEDIACC without
4 following all of the settlement procedures, whatever
5 agreement they come from?

6 A No, we will not. We are 100% committed
7 to following all of the steps in the Settlement
8 Agreement with Integra, as well as the conditions that
9 Mr. Denney mentioned from Minnesota.

10 Q Okay. So, for example, one of those
11 processes is the CLECs vote?

12 A Yes.

13 Q If the retirement of MEDIACC did not pass
14 the CLEC vote, will CenturyLink retire MEDIACC?

15 A No, we don't have that right under what
16 we committed to in the Settlement Agreement.

17 Q So, when you said it's not a question of
18 if, it's a question of when, did you -- I mean, what
19 were your assumptions in terms of answering the
20 question?

21 A It's a question of when, but it is
22 contingent upon meeting all of the conditions that we
23 agreed to in the settlement terms in the Settlement
24 Agreements, all of the Settlement Agreements.

25 Q Mr. Merz also asked you questions about

1 the December 2010 testimony and hearing in Arizona.

2 A I think it was December 20th.

3 Q Yeah. Of 2010.

4 A Of 2010, yes.

5 Q All right. Right. Do you recall what
6 Mr. Denney testified to about the retirement of CEMR
7 and MEDIACC on that day?

8 A As I recall, he testified that there
9 was -- he was precluded, under the terms of the
10 Settlement Agreement, from kind of expressing his
11 opinions, and he -- that he really hadn't looked at it
12 further. And I don't recall him taking a position, one
13 way or the other, whether it was a violation.

14 Q And, during the Arizona proceedings,
15 after December 20th and the several merger proceedings
16 in the several states that occurred after December
17 20th, were there a number of other hearings and filings
18 of testimony and briefs that were filed by the various
19 parties?

20 A Yes, there was other hearings and briefs
21 filed.

22 Q Now, in the merger Settlement Agreement,
23 is it your understanding that a party could not raise
24 the issue of whether the Settlement Agreement was going
25 to be or might be breached?

1 A It's not my understanding that any party
2 couldn't have raised an issue of a breach of the
3 Settlement Agreement specifically.

4 Q And during any of those proceedings, in
5 any of the various states, after December 20th, 2010,
6 did Integra or any other CLEC raise a claim that the
7 introduction of the -- excuse me -- the retirement of
8 the MEDIACC and the introduction of the MTG was a
9 violation of those Settlement Agreements?

10 A In those proceedings or briefs, I am not
11 aware of any discussion of the CLECs.

12 Q When will CEMR be retired?

13 A That's probably a better question for
14 Ms. Albersheim. I hate to defer the question from my
15 own attorney.

16 Q That's all right.

17 A But I think that's -- she probably has a
18 better idea on that than I do. I don't recall that
19 there's a retirement date for CEMR.

20 Q That's the answer that I was looking for.
21 I mean -- maybe I could rephrase the question.

22 Are you aware of any plan to retire CEMR
23 at this point?

24 A No, I am not.

25 Q When will MEDIACC be replaced?

1 A According to the schedule that we have
2 published, it is October of 2011.

3 Q When will MEDIACC --

4 A 2012. I'm sorry. Got to get my 2013 --
5 I am getting the right year.

6 Q Okay. Which year, just so the year is
7 clear?

8 A Same issue that Mr. Denney has.

9 Q How many months after the merger closed
10 will that happen?

11 A Thirty months.

12 Q And, so, assuming the merger closed April
13 1st, 2011, what month will that be in?

14 A October 2013.

15 Q Okay.

16 MR. GOODWIN: No further questions.

17 A.L.J. GOMEZ: I just have a quick
18 question for you.

19 EXAMINATION

20 BY A.L.J. GOMEZ:

21 Q When you say that the retirement -- you
22 are going to retire on October 13th, does that mean
23 that you are going to begin the transitional process or
24 that it will be retired?

25 A Our plan would be that it would be

1 retired in October 2013. We would actually start the
2 transitional process 270 days in advance of that date.

3 Q Okay. And that includes the interactions
4 with the CLECs?

5 A Yes, that's the notifications to the FCC,
6 state commissions, the release of the detailed plan,
7 and all of the way through the voting and acceptance
8 criteria, et cetera, the whole process.

9 Q And you're confident that that can be
10 accomplished in that period of time?

11 A Yes. We believe it can.

12 Q Okay. Thank you.

13 MR. MERZ: I have one really brief area
14 of recross, if you permit me.

15 MR. GOODWIN: No objection.

16 A.L.J. GOMEZ: Yeah. Go ahead.

17 RECROSS EXAMINATION

18 BY MR. MERZ:

19 Q Mr. Goodwin had asked you whether any
20 CLECs had raised the issue of implementation of MTG
21 being a violation of the Settlement Agreement. And you
22 said, no, they hadn't. You are aware that Integra sent
23 numerous e-mails to CenturyLink, Qwest, CenturyLink's
24 internal attorneys, Qwest's internal attorneys, saying
25 we believe this violates the Settlement Agreement. You

1 are aware of that?

2 A Yeah. I think Mr. Goodwin's question was
3 in the context of the actual merger proceedings and
4 hearing that we had, as well as briefs in those
5 proceedings, did the CLECs raise any issue? And my
6 response was no. Yes, I am very well aware of the
7 e-mails that were sent to both Qwest and CenturyLink by
8 Integra and in 2011.

9 Q Okay. And, then, on the same point, if
10 you could turn to Mr. Denney's Direct Testimony -- it
11 should be there beside you in one of those notebooks.

12 A I would get it. Just one second,
13 Mr. Merz. Okay.

14 Q And I am looking at page 71 of
15 Mr. Denney's Direct Testimony. I am looking --

16 A Okay.

17 Q And, now, Mr. Goodwin had just asked you
18 about Mr. Denney's testimony in Arizona. And I believe
19 you said that you recall that Mr. Denney had not
20 expressed an opinion.

21 Here, on page 71 of his Direct Testimony,
22 beginning at line 5, Mr. Denney says what in fact his
23 testimony was at that point, correct?

24 A He says that it seems inconsistent, but I
25 didn't say it was not inconsistent, only that there

1 was -- it appears that he hadn't reviewed it at that
2 point.

3 Q That was his testimony in Arizona, what's
4 set out here at page 71 of his direct?

5 A To the best of my knowledge, yes, that
6 was his testimony. That's taken from the transcript.

7 Q Okay.

8 MR. MERZ: Nothing further. Thank you,
9 sir.

10 A.L.J. GOMEZ: Thank you. Any redirect
11 with regard to that?

12 MR. GOODWIN: No.

13 A.L.J. GOMEZ: Okay. Mr. Hunsucker,
14 thank you very much for your testimony. You may step
15 down.

16 THE WITNESS: Thank you.

17 A.L.J. GOMEZ: Call your next witness.

18 MS. ANDERL: Thank you, Your Honor. We
19 call Renee Albersheim to the stand.

20 (Whereupon Renee Albersheim was sworn.)

21 A.L.J. GOMEZ: Thank you. Have a seat.

22 DIRECT EXAMINATION

23 BY MS. ANDERL:

24 Q Good afternoon, Ms. Albersheim.

25 A Good afternoon.

1 Q Could you please state your name for the
2 record.

3 A Renee Albersheim, A-l-b-e-r-s-h-e-i-m.

4 Q And in this docket, did you prepare and
5 cause to be filed the documents that are before you,
6 marked as Exhibits 12, 12C, 13, and 13C?

7 A Yes.

8 Q And that consists of two pieces of
9 testimony and various confidential and nonconfidential
10 exhibits?

11 A Yes.

12 Q Do you have any changes or corrections to
13 make to your testimony?

14 A Yes. I do have a correction to page 13
15 in my Direct Testimony.

16 Q Okay.

17 A At line 6, it appears that sentence got
18 cut off. So, it ends with, "repair," spelled,
19 r-e-p-a-i. I would add an "r" and a period.

20 Q Have you made that correction in ink to
21 the official record copy?

22 A Yes, I have.

23 Q All right. Thank you. And with that
24 correction, is your testimony true and correct, to the
25 best of your knowledge?

1 A Yes, it is.

2 MS. ANDERL: Your Honor, the testimony,
3 all four exhibits have been stipulated in. We had
4 never offered those. And I do have a line of direct
5 for Ms. Albersheim.

6 A.L.J. GOMEZ: Okay. The stipulated
7 testimony is so noted and go ahead with your direct.

8 MR. GOODWIN: Thank you, Your Honor.

9 BY MS. ANDERL:

10 Q Mrs. Albersheim, were you here in the
11 hearing room earlier, when there was a discussion with
12 Mr. Hansen of PAETEC, with regard to whether Qwest had
13 further responded to the PAETEC proposal after the date
14 of the October testimony filed in Colorado?

15 A Yes, I was here.

16 Q And do you know whether any further
17 response has been made to PAETEC?

18 A Yes, I do. We discussed the proposal
19 with PAETEC during our negotiation discussions. Also I
20 filed some testimony in the Washington case, on
21 December 15th, in which I laid out Qwest's response to
22 the PAETEC proposal.

23 In that testimony, I stated that
24 CenturyLink determined that the PAETEC proposal would
25 be very costly, at a cost of \$1 million, would take

1 approximately nine months to implement, and PAETEC --
2 excuse me -- CenturyLink determined that it was not
3 wise to spend that much money on an interim solution
4 for one CLEC in this case. So, we told PAETEC that we
5 were not going to go forward with implementing their
6 proposal.

7 Q Okay. And do you see a copy of your
8 Washington testimony on the stand with you?

9 A I have an electronic copy, yes.

10 Q Okay. Did you -- refreshing your
11 recollection with that testimony, was there any other
12 information that was communicated to PAETEC with regard
13 to the viability of their proposal? And, if not,
14 that's okay. I just want to make sure you have a
15 chance to fully flesh out the information that was
16 conveyed back.

17 A No. It was primarily the cost, the
18 timing, and the fact that we -- at that time we would
19 not have it ready until, we were estimating, August.
20 And they told us that they could start development in
21 July, on their end, for an XML solution. At this
22 point, if we were asked to develop this solution, my
23 estimate would be we wouldn't be ready with it until
24 October.

25 Q Okay. And would you consider that to be

1 a prudent expenditure of funds?

2 A No, no. That was one of the reasons that
3 CenturyLink decided not to go forward with the
4 proposal. Only one party in this case would be using
5 the solution, and, as it had been communicated to us,
6 it was only to be temporary until they had the time to
7 implement their own XML interface to MTG.

8 Q Okay.

9 MS. ANDERL: Thank you, Your Honor. That
10 concludes my line of questions on that subject. I
11 would tender the witness for cross examination.

12 A.L.J. GOMEZ: Thank you. Mr. Merz.

13 MR. MERZ: Thank you, Your Honor.

14 CROSS EXAMINATION

15 BY MR. MERZ:

16 Q Good afternoon, Ms. Albersheim.

17 A Good afternoon.

18 Q Would you turn to your Answer Testimony,
19 which has been marked as Hearing Exhibit 12,
20 specifically page 6 of that testimony.

21 A I am there.

22 Q Looking at line 13, where the question
23 is, "Why does Qwest/CenturyLink intend to retire
24 MEDIACC in October of 2013?" Do you see that?

25 A Yes, I do.

1 Q Now, the plan to retire MEDIACC in
2 October of 2013 is one that has only been in place
3 since May of 2011; is that right?

4 A That's correct.

5 Q Okay. Between December of 2010 and May
6 of 2011, there was a plan to retire MEDIACC at the end
7 of 2011, correct?

8 A I believe that was the timing, yeah.

9 Q And before December of 2010, there wasn't
10 a specific date that had been chosen for retirement of
11 MEDIACC; is that right?

12 A Well, it was going to be earlier. We
13 initially introduced the CR to retire MEDIACC in 2008,
14 but as you know, that CR was deferred. And, so, with
15 the reintroduction in 2010, that's when we indicated
16 retirement would be in, I believe, 2011.

17 Q Okay. The initial CR, back in 2008,
18 didn't mention specific dates for retirement, did it?

19 A I don't believe it did.

20 Q Going further, on that same page of your
21 Answer Testimony, at line 15, you say that, "Legacy
22 Qwest evaluated the MEDIACC system and determined that
23 both the hardware and software are no longer supported
24 by the vendor." And that's your testimony, correct?

25 A Yes.

1 Q Now, it's the case, is it not, that Qwest
2 determined that there were critical gaps in the support
3 for the MEDIACC system in 2003?

4 A I believe the analysis I am referring to
5 occurred in 2007.

6 Q Is it not the case that the Qwest
7 leadership was notified by Qwest's own internal
8 development and maintenance team that there were
9 critical gaps in the MEDIACC support model in 2003?

10 A I don't know if Qwest's leadership was
11 notified. I imagine Qwest IT was aware, then.

12 Q Go to Exhibit -- Confidential Exhibit
13 RA-4B.

14 A Here's 4A.

15 Q And I'm not sure what of this in
16 particular is deemed by you to be confidential, so you
17 will have to let me know. And you might have 4A right
18 there rather than 4B.

19 A Yeah. Now I have 4B.

20 Q I am going to ask you a question about
21 the second sentence, third paragraph. And before I ask
22 the question, I just want to know if the information
23 contained just in that sentence is considered by Qwest
24 to be confidential?

25 A Just the second sentence?

1 Q The second sentence of the third
2 paragraph, correct.

3 A No.

4 Q Okay. And, so that, first of all, 4B is
5 a Qwest-provided document, correct?

6 A Yes. Qwest IT, yes.

7 Q And this refers to Qwest notifying --
8 Qwest's internal IT notifying Qwest's internal
9 leadership of critical issues relating to CEMR and
10 MEDIACC over four years ago, correct?

11 A The sentence states, "The IT development
12 and maintenance team first identified and notified
13 leadership of critical issues associated to CEMR and
14 MEDIACC over four years ago." It is not clear, from
15 that sentence, if they meant IT leadership or Qwest
16 leadership.

17 Q Well, I am really more focused on four
18 years ago, I guess. I mean, this document is vintage
19 of like 2007, 2008, correct?

20 A Yes, yes, when efforts picked up to try
21 and get MEDIACC replaced.

22 Q Okay. And someone, in some leadership
23 role, was notified of these critical issues back there,
24 right around 2003, 2004, correct?

25 A It looks like that, yes, though I can't

1 tell you if it was Qwest's leadership or just IT
2 leadership.

3 Q Qwest was aware of the lack of vendor
4 support for MEDIACC at least as early as 2001; isn't
5 that right?

6 A I believe that's true.

7 Q And Qwest determined, at that time, that
8 addressing that risk just wasn't a priority; is that
9 right?

10 A I can't say whether or not that was true.

11 Q Well, it wasn't addressed in 2001, right?

12 A That's true.

13 Q Was this something that could have been
14 addressed?

15 A Possibly. I don't know.

16 Q Well, can you think of anything that
17 would have prevented Qwest from addressing the lack of
18 support of MEDIACC, back in 2001, when it first became
19 aware of that?

20 A It could have been the same issue that
21 prevented it from going forward in 2008, which was a
22 lack of funding.

23 Q Okay. Lack of funding means Qwest
24 decided to spend its money on something else, right?

25 A Or not to spend its money on that at that

1 time, yes.

2 Q Something else had higher priority than
3 the work to update MEDIACC back in 2008, correct?

4 A Yes.

5 Q And the same thing was true in 2001,
6 wasn't it?

7 A It's possible. I don't know why it
8 wasn't done then.

9 Q Go back to 4B, which I think you -- I'm
10 sorry. 4A.

11 A Yes.

12 Q 4A identifies, I believe, four components
13 of MEDIACC; is that correct?

14 A That looks right.

15 Q Are the names of the components
16 considered by Qwest to be confidential?

17 A There I would say, probably so. I'm not
18 sure I can get into the details of the model numbers
19 and that sort of thing.

20 Q Well, you're familiar with something
21 called, "the MEDIACC Risk Report"; is that right?

22 A The report on MEDIACC risk to the
23 Minnesota Commission?

24 Q Yes.

25 A Yes.

1 Q And doesn't the MEDIACC Risk Report
2 identify, in a public filing, doesn't it use the names
3 of all these components?

4 A I believe it uses the names. I'm not
5 sure it gets into the specifics of the model numbers in
6 the text or in a confidential exhibit. I don't recall.

7 Q All right. I will do it in a more
8 general way. One of the components is database,
9 correct?

10 A Yes.

11 Q That database has been unsupported since
12 June 31st of 2001, correct?

13 A I am trying to find the date on here,
14 because I want to make sure I had that right.

15 (Pause.)

16 A I see July dates. I don't see a June
17 31st. And there's a series of dates in here. So, it
18 begins -- I guess I need to ask you where you're
19 looking.

20 Q Well, actually, I am looking at the
21 MEDIACC Risk Report, and it's attached as Exhibit DD-5,
22 to Mr. Denney's rebuttal to staff. So, if you want to
23 pull that out, maybe you will find that helpful.

24 A Okay. Denney, that's confidential. Are
25 the tabs marked?

- 1 Q Yep.
- 2 A So, this would be No. 5.
- 3 Q Yep.
- 4 A I see. Okay.
- 5 Q And if you'll flip to page 7 -- first,
6 before you do that, why don't you just identify the
7 document. This is the MEDIACC Risk Report that we have
8 been talking about that was filed at the Minnesota
9 Commission, correct?
- 10 A Yes.
- 11 Q And at page 7 of the report, the second
12 full paragraph, it refers to this database that's used
13 by MEDIACC, correct?
- 14 A Second paragraph?
- 15 Q Second full paragraph on page 7.
- 16 A The second full paragraph is about
17 communication software.
- 18 Q The second full paragraph?
- 19 A That's what I am looking at.
- 20 Q Okay. Well, then make it the third full
21 paragraph.
- 22 A Oh, I see. Okay, I'm sorry.
- 23 Q Do you see what I am talking about?
- 24 A Okay, yes.
- 25 Q And that confirms that support to the

1 MEDIACC database was discontinued in 2001, right?

2 A Yes, I am beginning to think that might
3 be a typo.

4 Q Well, you cite the --

5 A It -- I'm citing that matrix you just had
6 me look at.

7 Q Well, Footnote 16 is the support that's
8 cited in the MEDIACC Risk Report?

9 A Right. And the date here is 2010. And,
10 so, I think that that may be a typographical error in
11 the Minnesota report.

12 Q Why are you seeing, "2010"?

13 A On page 2, under the heading, "Oracle."

14 Q Okay. That's different. That's not the
15 database system that we're talking about, is it?

16 A Oh, you're talking about SYBASE,
17 S-Y-B-A-S-E.

18 Q And it's identified in the MEDIACC Risk
19 Report, the public version, says, "SYBASE Version
20 11.5.1," correct?

21 A Okay. So, we're citing a different
22 document.

23 Q I just want you to confirm for me that
24 Qwest was aware, in 2001, that it didn't have support
25 for that database any longer?

1 A It looks that way, yes.

2 Q All right. And, then, there's also a
3 operating system that MEDIACC uses; is that right?

4 A Yes.

5 Q That has been unsupported since 2003,
6 June of 2003, correct?

7 A Yes.

8 Q There's also something called -- well, a
9 communication software; is that right?

10 A Yes.

11 Q Now, the support for that particular
12 component is limited but it still exists, correct?

13 A It's essentially the same as the other
14 support we have indicated from other vendors, which is
15 best-effort support.

16 Q Okay. And the vendor for that software
17 has recommended that Qwest upgrade to the current
18 version of that software, correct?

19 A Yes, they have.

20 Q And Qwest has declined to do that,
21 correct?

22 A And as I noted in the analysis, the IT
23 staff determined that it would not be possible simply
24 to upgrade that software. It would be necessary to
25 rewrite MEDIACC in order for that software to work.

1 Q There would be a lot of work involved?

2 A Yes, there would.

3 Q There's also some hardware, some servers;
4 is that right?

5 A Yes.

6 Q Now, Qwest currently has replacement
7 parts for those servers on hand; is that right?

8 A Yes.

9 Q In obtaining replacement parts, is Qwest
10 trying to reasonably forecast its need, at least
11 through October 2013?

12 A I don't know if a forecast has been
13 prepared.

14 Q Is that something that could be done?

15 A I'm not sure it's possible to forecast,
16 because it's not possible to forecast when hardware
17 will fail.

18 Q So, how did Qwest go about determining
19 what replacement parts it would keep on hand?

20 A Based on its experience with servers and
21 whether or not parts were likely to fail.

22 Q Okay. Would Qwest be willing to disclose
23 to CLECs, and to the Commission, the replacement parts
24 it has on hand, and its plans to obtain more in the
25 future, should it need them?

1 MS. ANDERL: Objection, Your Honor. I
2 think this is outside the scope of her testimony. And,
3 further, it really appears to be asking the witness to
4 agree to additional negotiated terms and conditions on
5 the stand, which, I believe, is improper.

6 MR. MERZ: Well, what I am really getting
7 at is what can be done. Qwest has said MTG is the
8 solution. In fact, the evidence, I think, would show
9 that it's not the only solution. And what we're trying
10 to get at is how to determine whether everything that
11 can be done has been done to make sure MEDIACC stays up
12 and running.

13 A.L.J. GOMEZ: I would allow the
14 question. Go ahead and answer.

15 THE WITNESS: Could you repeat the
16 question?

17 BY MR. MERZ:

18 Q My question is whether Qwest would be
19 willing to disclose to CLECs, and to the Commission,
20 what replacement parts it has on hand and what its
21 plans are to obtain replacement parts in the event that
22 it needs to?

23 A Well, I can't make a commitment to Qwest.
24 I think, if any of that were to be disclosed, it would
25 have to be made confidentially.

1 Q Parts for those servers continue to be
2 available from the server vendor; is that right?

3 A I believe so. I am not completely
4 certain. I don't know how many or what kind of parts
5 are available at this point.

6 MR. MERZ: Your Honor, I have a document
7 I would like to mark as the next cross examination
8 exhibit.

9 (Whereupon Exhibit No. 16 was marked.)

10 A.L.J. GOMEZ: I think the official copy
11 went to the witness. So, do you have another copy?

12 MR. MERZ: Oh, yes. Sorry, Your Honor.

13 A.L.J. GOMEZ: Thank you.

14 MS. ANDERL: Your Honor, can we clarify,
15 that would be designated as 16C, since it says that it
16 contains confidential information at the top?

17 A.L.J. GOMEZ: Yes. It would be
18 designated as 16C. Thank you.

19 THE WITNESS: Should I change that on
20 this?

21 (Whereupon Exhibit No. 16C was marked.)

22 (Off the record.)

23 BY MR. MERZ:

24 Q Ms. Albersheim, you recognize what we've
25 marked as Exhibit 16C, as a response by Qwest and

1 CenturyLink to an information request propounded by the
2 joint CLECs, correct?

3 A Yes.

4 Q And you were one of the parties that had
5 input in providing this response; is that right?

6 A Yes.

7 MR. MERZ: Your Honor, joint CLECs offer
8 Exhibit 16C.

9 A.L.J. GOMEZ: Objections or voir dire?

10 MS. ANDERL: No objection.

11 A.L.J. GOMEZ: 16C will be admitted.

12 (Whereupon Exhibit No. 16C was admitted.)

13 (Off the record.)

14 BY MR. MERZ:

15 Q Would you agree with me, Ms. Albersheim,
16 that, in light of the lack of support from the software
17 and hardware vendors, for the MEDIACC system, that it
18 would be prudent for Qwest and CenturyLink to attempt
19 to identify other vendors who could provide hardware or
20 software support in the event of a failure of MEDIACC?

21 A Possibly. It depends. I mean, I don't
22 believe it's possible to find other vendors for the
23 software, because it's proprietary. And what we have
24 determined, in trying to make changes to the software,
25 it would require making changes to MEDIACC too.

1 Q Go ahead. I don't mean to cut you off.

2 A For hardware, I'm not sure if alternate
3 vendors are available or not.

4 Q Well, with respect to the software, there
5 are people out there, in the world, who know how to
6 work on this software, correct?

7 A I assume there are.

8 Q And wouldn't it be prudent for Qwest and
9 CenturyLink to identify who those people might be, so
10 they could call on them in the event of a MEDIACC
11 failure?

12 A It might be. I think, though, that the
13 most knowledgeable sources would be people working for
14 the vendor.

15 Q And that's speculation on your part,
16 correct?

17 A Yes, it is. As is the speculation that
18 there are other people who might be available to
19 provide that kind of support.

20 Q Well, and, in fact, Qwest and CenturyLink
21 haven't made any effort at all to try and identify
22 alternative vendors, have they?

23 A I don't know.

24 (Whereupon Exhibit No. 17C was marked.)

25 BY MR. MERZ:

1 Q Ms. Albersheim, you have, in front of you
2 there, a document marked as Exhibit 17C; is that
3 correct?

4 A Yes.

5 Q And do you recognize this as a response
6 by Qwest and CenturyLink to an information request
7 propounded by the joint CLECs?

8 A Yes.

9 Q And you were involved in preparing this
10 response, correct?

11 A Yes, I was.

12 MR. MERZ: Your Honor, joint CLECs offer
13 Exhibit 17C.

14 A.L.J. GOMEZ: Objection?

15 MS. ANDERL: None.

16 MR. GOODWIN: That is provided that the
17 exhibit is maintained as confidential and offered as
18 such.

19 A.L.J. GOMEZ: Yes, I believe it was.
20 And it's marked as 17C, so it will be treated as
21 confidential.

22 (Whereupon Exhibit No. 17C was admitted.)

23 MR. GOODWIN: Okay.

24 BY MR. MERZ:

25 Q I am not going to disclose the content of

1 this document, but it does tell us the answer to the
2 question about what efforts Qwest and CenturyLink have
3 engaged in to identify alternative vendors, correct?

4 A That's correct.

5 Q Go back to your Direct Testimony, now, at
6 page 7. You can tell me when you are there.

7 A I am there.

8 MS. ANDERL: I'm sorry, Mr. Merz. I
9 missed the page.

10 MR. MERZ: Page 7.

11 MS. ANDERL: Of Answer Testimony?

12 MR. MERZ: Yeah. Answer Testimony.

13 BY MR. MERZ:

14 Q And I am looking specifically at line 6,
15 where you say that, "Legacy Qwest IT performed an
16 analysis of the feasibility of upgrading the MEDIACC
17 hardware and software and determined that the costs and
18 programming effort would be on par with developing a
19 new repair interface." Do you see that?

20 A Yes, I do.

21 Q And just to understand exactly what you
22 were talking about here, what was being compared was,
23 on the one hand, upgrading existing MEDIACC, and, on
24 the other hand, replacing it with a new system,
25 correct?

1 A Correct.

2 Q And what Qwest determined, when it did
3 that analysis, was, yes, in fact, it was feasible to
4 upgrade the existing MEDIACC system?

5 A It was.

6 Q Okay. And it also determined that the
7 costs to upgrade versus replace were about the same?

8 A Yes.

9 Q Now, that analysis that you are talking
10 about here is one that was done in 2007, correct?

11 A Yes.

12 Q Now, that analysis was one that was
13 performed, obviously, before the CenturyLink merger was
14 ever dreamed of, correct?

15 A Yes.

16 Q And, obviously, long before the merger
17 commitments that are reflected in the Integra
18 Settlement Agreement and the joint CLEC agreement and
19 the staff agreement?

20 A Yes.

21 Q And, so, an analysis obviously didn't
22 take into account the commitments that were set out in
23 those agreements, correct?

24 A Well, since those commitments didn't
25 exist, that wouldn't have been included, that's

1 correct.

2 Q Now, you, Qwest and CenturyLink, are not
3 able to quantify the degree of risk that MEDIACC will
4 fail; is that right?

5 A That's correct. We can't predict whether
6 or not it will fail.

7 Q And, in fact, I think you have said that
8 there is no evidence to suggest that MEDIACC will
9 experience an unrecoverable failure before October of
10 2013; is that right?

11 A I'm not sure I said that exactly, but I
12 will agree with that statement.

13 Q Well, I just want to make sure we got
14 your testimony right. Go to your Rebuttal Testimony.

15 A Okay. Which page?

16 Q Just double-checking here. I am looking
17 at page 4 of your Rebuttal Testimony, line 12.

18 A Yes.

19 Q And you say there, do you not,
20 "Qwest/CenturyLink has no evidence to suggest that
21 MEDIACC will experience an immediate unrecoverable
22 failure or that such a failure will occur before 2013";
23 is that right?

24 A That's correct.

25 Q And that was true in 2001 also, correct?

1 A That's correct.

2 Q And it was true in 2003?

3 A That's correct.

4 Q And it's been true ever since, correct?

5 A Yes.

6 Q And you're not able to, as you sit here
7 today, to say what the degree of risk was in 2001,
8 correct?

9 A No, I can't.

10 Q And you are not able to say, today, what
11 the degree of risk is, today?

12 A No.

13 Q And you would also agree with me that
14 just the fact that system is old doesn't mean the
15 system is unreliable?

16 A That's true.

17 Q And just because a system is old doesn't
18 mean that system is likely to fail, correct?

19 A That's true.

20 Q And, now, you're familiar with the answer
21 that Qwest filed in this case, are you not?

22 A I have seen it.

23 Q And you recall that, in the answer, Qwest
24 and CenturyLink alleged that MEDIACC is likely to begin
25 experiencing problems in the near future, don't you?

1 A I don't recall if those were the exact
2 words.

3 MR. MERZ: Your Honor, I don't need to
4 make this an exhibit, but if I could just show her that
5 to remind her.

6 A.L.J. GOMEZ: That's fine. Go ahead.

7 BY MR. MERZ:

8 Q Okay. Ms. Albersheim, you have in front
9 of you the answer for Qwest and CenturyLink that was
10 filed in this case; is that right?

11 A Yes.

12 Q And it was filed, let's see, back in July
13 of this last year, 2011, correct?

14 A See if -- well, see if I can see a date
15 here. Yes.

16 Q And you're familiar with this document,
17 correct?

18 A I have seen it before.

19 Q Okay. Were you consulted in connection
20 with its preparation?

21 A I believe I was.

22 Q Go to page 2 of the document. I am
23 looking at the second paragraph, paragraph 2, the next
24 to the last sentence. It starts, "The MEDIACC
25 system. . ."

1 A Yes, I see that.

2 Q Okay. And, so, Qwest alleged, in its
3 answer, the MEDIACC system is currently stable but is
4 14-years-old and will likely begin experiencing
5 problems in the near future, correct?

6 A I see it says that.

7 Q What was the basis of that statement?

8 A Probably all of the input that the
9 attorneys who prepared this received, both from me and
10 from IT, the subject, and wholesale.

11 Q Well, I understood you to be telling me
12 that you didn't have any evidence that failure was
13 likely?

14 A Yes, I have no evidence that a failure is
15 likely.

16 Q So, whatever this statement was based on,
17 it wasn't based on evidence; is that right?

18 A I'm not sure I can draw that conclusion,
19 because the statement isn't completely the same as what
20 you asked me before regarding evidence. So, this
21 statement is trying to impress upon the reader that
22 there is a potential for failure here.

23 Q Not just a potential but likely?

24 A Well, it does use the word, "likely."

25 Q And in the near future, correct, is not

1 just some distant time but in the near future?

2 A It uses those words.

3 Q Go back to your Direct Testimony at page
4 6.

5 A This isn't marked. Is it supposed to be?

6 Q No, I don't need to offer that. Thank
7 you.

8 A Okay. Page?

9 Q Six of your direct.

10 A Of my direct. Okay.

11 Q Looking at line --

12 A Do you mean my Answer?

13 Q Your Answer Testimony. Yes, I apologize.

14 A That's right. Okay. That's okay.

15 Q Looking at line 19, on page 6, where you
16 say that the unsupported nature of this component
17 creates a risk of unrecoverable failure of MEDIACC in
18 the future; is that right?

19 A Right. I say it, "creates increased
20 risk."

21 Q Of an unrecoverable failure of MEDIACC in
22 the future?

23 A Yes.

24 Q And that's a risk that has been in
25 existence since at least 2001, correct?

1 A Yes.

2 Q So, you say that it's prudent, because of
3 that risk, to have a backup in place as soon as
4 possible; is that right?

5 A Yes. That is what Qwest has
6 determined -- CenturyLink -- excuse me.

7 Q That was true in 2001 also, correct?

8 A I think it's even more true now. Over
9 time, I believe that the risk increases and I believe I
10 have said that elsewhere.

11 Q The other option that might be prudent
12 is, rather than replacing MEDIACC, you could upgrade
13 MEDIACC, correct?

14 A That is an option.

15 Q That would cost about the same thing
16 correct?

17 A It would have. I believe, now, given how
18 much investment has gone into the creation of MTG,
19 that, essentially, would double the cost, if we went
20 back and upgraded MEDIACC.

21 Q And that's because Qwest made its
22 decision to go down the replacement road rather than
23 the upgrade road?

24 A And part of that decision wasn't just for
25 replacement, but also for the use of more current

1 technology and industry standards, namely XML.

2 Q We have talked about XML. We have also
3 talked about CMIP, correct?

4 A Yes.

5 Q CMIP is also an industry standard?

6 A It is not an industry standard for
7 ILEC-to-CLEC telecommunications maintenance and repair.
8 It is actually a standard for wireless network. It
9 happened to be used for MEDIACC, but it is more
10 appropriate and more consistent with what the Addison
11 industry standards have published, to use XML for
12 B-to-B repair, that's business-to-business or
13 computer-to-computer repair.

14 Q Are you saying that CMIP is not an
15 industry standard?

16 A No, I didn't say that.

17 Q Okay. And PAETEC uses CMIP today,
18 correct?

19 A Yes. MEDIACC was developed using CMIP or
20 CMIP.

21 Q And you are aware of PAETEC's testimony
22 that CMIP is meeting its needs, correct?

23 A Yes.

24 Q Go back to your Direct Testimony again.
25 We're on page 16, line 19.

1 A Page 16, line 19?

2 Q I'm sorry. Of page 6, line 19.

3 A Okay, yes.

4 Q You start that sentence with the phrase,
5 "While MEDIACC is stable today. . ." You do not mean
6 to imply there that MEDIACC has ever been unstable, do
7 you?

8 A No.

9 Q Okay. And, in fact, based on the
10 definition that Qwest uses for what is unstable,
11 MEDIACC has been consistently stable; is that right?

12 A That's correct.

13 Q And, so, if someone told Mr. Hunsucker,
14 back in December of 2010, that MEDIACC was very
15 unstable, that person just would have been incorrect?

16 A I don't think they used the correct
17 words, if that was -- if those were the words they
18 used. They should have indicated that MEDIACC faced
19 potential instability, but it is stable.

20 Q Go to your Answer Testimony, page 27.

21 A I am there.

22 Q I am looking at line 10, where you say,
23 "There will be no replacement, retirement or
24 integration of MEDIACC until the settlement period is
25 complete and the agreed-upon procedures have been

1 followed." Do you see that?

2 A Yes.

3 Q Now, the settlement period and
4 agreed-upon procedures apply to the integration of the
5 replacement interface, not the old interface, right?

6 A I'm sorry. I don't follow you.

7 Q Well, you say that there will be no
8 replacement, retirement or integration of MEDIACC.
9 MEDIACC is already integrated as part of Qwest's
10 systems?

11 A That's where I don't quite understand.
12 It is a Qwest system.

13 Q Right. And it's integrated with other
14 Qwest systems, correct?

15 A Okay. I guess we're -- oh, I'm not
16 understanding because my understanding of the term,
17 "integration," which, to me, implies the integration of
18 IT systems between two companies, namely Qwest and
19 CenturyLink, as a result of the merger. If you are
20 using, "integration," in a different way, meaning the
21 system's interaction with other systems, then, yes.

22 Q Okay.

23 A MEDIACC interacts with Qwest back-office
24 repair systems.

25 Q And the thing that has to happen, under

1 the merger agreement, is that the procedures have to be
2 followed before a new system can be integrated as part
3 of Qwest's systems. Isn't that what the merger
4 agreement provides for?

5 A Well, I think that's where we have a
6 disagreement, that Mr. Hunsucker could speak to that
7 better than I can, but that isn't how we understand it.
8 We don't believe that the settlement terms prohibit the
9 creation of a new system.

10 Q Well -- and I am really focusing more on
11 what you are saying here, "that there will be no
12 integration of MEDIACC until the settlement period is
13 complete."

14 A Yes.

15 Q I wonder if you mean to say there will be
16 no integration of MTG until the settlement period is
17 complete?

18 A No, no. I was using the terms from the
19 Settlement Agreement to refer specifically to MEDIACC,
20 which we agree cannot be replaced, integrated,
21 whatever, until the settlement period has elapsed.

22 Q But MEDIACC is already integrated with
23 Qwest's systems; isn't that right?

24 A But, again, I think we're speaking across
25 each other, because, with the settlement, we're talking

1 about the integration of systems from Qwest and from
2 CenturyLink. An existing Legacy Qwest system isn't
3 being -- getting integrated with the CenturyLink system
4 in that way.

5 Q Right. You have a different view of,
6 "integrate." But I am going to offer a definition of,
7 "integrate," that means interact.

8 A Okay.

9 Q Today, MEDIACC is integrated with Qwest's
10 systems, using that definition?

11 MS. ANDERL: Your Honor, I am going to
12 object. I believe the question is misleading. I don't
13 think there is any foundation or other evidence on
14 which to base Mr. Merz's assumption or hypothesis that,
15 "integrate," means "interact." And I don't believe
16 it's fair to ask the witness to answer a question under
17 a false hypothesis.

18 A.L.J. GOMEZ: Yeah. I tend to agree
19 with you; that I think that is kind of force-feeding a
20 mantra out of her. So, I am going to sustain the
21 objection.

22 MR. MERZ: Fair enough. I will move on.

23 BY MR. MERZ:

24 Q Go to your Answer Testimony on page 22.

25 A Okay. I am there.

1 Q At line 13, you say that use of CEMR/MTG
2 will be optional and purely voluntary until
3 CEMR/MEDIACC is retired in 2013; is that right?

4 A That's what it says.

5 Q And that will be true, Qwest hopes,
6 unless MEDIACC experiences an unrecoverable failure
7 before that, correct?

8 A That's correct.

9 Q Line -- I'm sorry, page 24.

10 A Yes.

11 Q Line 9, you say, "If MEDIACC fails and
12 MTG is available, those CLECs who use CEMR, such as
13 Integra, will be able to take immediate advantage of
14 MTG's availability"; is that right?

15 A Yes.

16 Q By that, do you mean that there will be
17 no downtime for the CLEC that has to switch from
18 CEMR/MEDIACC to CEMR/MTG?

19 A We believe there will be a short period
20 of downtime.

21 Q How much is a short period?

22 A I'm not sure if I am allowed to say that
23 publicly or not. Is that okay for me to reveal?

24 MS. ANDERL: I think the only -- I think
25 it's okay for you to answer the question,

1 Ms. Albersheim. The only question is whether we think
2 the information is confidential. If I could just
3 confer.

4 THE WITNESS: That's what I am concerned
5 about.

6 A.L.J. GOMEZ: Certainly.

7 (Discussion off the record between
8 Qwest's representatives.)

9 MS. ANDERL: Thank you, Your Honor. More
10 detail beyond that may be confidential, but
11 Ms. Albersheim can disclose the amount of time that we
12 believe would be involved in the downtime, in such an
13 event, publicly.

14 A.L.J. GOMEZ: Okay. Thank you. Go
15 ahead.

16 THE WITNESS: I have been told by IT that
17 the conversion could take place in approximately 48
18 hours.

19 BY MR. MERZ:

20 Q Has there ever been a CEMR outage that
21 was 48 hours long?

22 A I don't think so.

23 Q What's the longest CEMR outage that
24 you're familiar with?

25 A I can't remember the number of minutes.

1 I'm sure it's in one of my discovery responses, but I
2 don't recall.

3 Q It was minutes, though, not hours?

4 A I believe it was enough minutes to
5 constitute a few hours.

6 Q Okay.

7 A I don't know how many.

8 Q But in order for Integra, a CEMR user, to
9 switch to CEMR/MTG, they are going to have to put up
10 with an outage longer than any they have ever
11 experienced during the time they have been using CEMR;
12 is that your understanding?

13 A Well, like I said, we expect it to be
14 approximately 48 hours.

15 Q Okay. What, in order to make that
16 transition from CEMR/MEDIACC to CEMR/MTG, what does the
17 CLEC have to do?

18 A I'm not sure that the CLEC has to do
19 anything. I believe the work will be on the part of
20 Qwest IT or CenturyLink IT. Once the conversion is
21 ready to be made, then the CLEC will use a different
22 URL to access CEMR/MTG.

23 Q But aside from the 48-hour downtime, you
24 believe the transition will be entirely transparent to
25 Integra, for example?

1 A Well, what I have testified to is that
2 there will be a couple of slight differences in
3 CEMR/MTG from CEMR/MEDIACC, and those would be in the
4 presentation of two reports and how they would appear
5 on their screens.

6 Aside from that, no data will change, the
7 use will not change. It will look the same except for
8 those two screens.

9 Q And there is no work required on the
10 CLECs part in order to accomplish that transition; is
11 that correct?

12 A I am not aware of any.

13 A.L.J. GOMEZ: Mr. Merz, I think I see
14 smoke coming out up here.

15 MR. MERZ: I am all done, Your Honor.

16 A.L.J. GOMEZ: Are you okay?

17 MR. MERZ: The smoke is coming at the
18 right time.

19 A.L.J. GOMEZ: I didn't mean to cut you
20 off.

21 THE WITNESS: Where's smoke coming from?

22 (Off the record.)

23 A.L.J. GOMEZ: Take a 15-minute break and
24 be back at 20 to.

25 (Recess.)

1 A.L.J. GOMEZ: Okay. Any other cross
2 examination? Ms. Watson-Weidner.

3 CROSS EXAMINATION

4 BY MS. WATSON-WEIDNER:

5 Q Good afternoon, Ms. Albersheim.

6 A Good afternoon.

7 Q I will try to make this as painless as
8 possible.

9 A Okay.

10 Q Did you review the Direct Testimony of
11 Bonnie Johnson as part of your preparation for this
12 case?

13 A I did.

14 Q Do you know who a Mr. Ross Rutledge is?

15 A I do.

16 Q And does he work for Qwest/CenturyLink?

17 A He did. I believe he has since taken
18 another job with another company.

19 Q What was his role when he worked there,
20 do you remember?

21 A I remember how I interacted with him. I
22 don't know what his title was.

23 Q Subject to check, we believe his title
24 was, "Executive Director for the Data Center
25 Operations"; is that ring a bell?

1 A That could be right. I would have to
2 check that.

3 Q Is Mr. Rutledge considered an expert in
4 the position that he held?

5 A I would think so.

6 Q Okay. So, I would now like you to find
7 Bonnie Johnson's testimony and turn to Exhibit BJJ-7.

8 A Let me close Mr. Denney's here. And if
9 you would be so kind, which one?

10 Q Seven.

11 A Seven. Okay.

12 Q First of all, do you recognize what this
13 document is?

14 A This looks like the change request for
15 the development of MTG.

16 Q Okay. Now, would you turn to page 9?

17 A I am there.

18 Q And if you work your way up from the
19 bottom of that page, there's a -- looks like there is
20 some notes, or something, that talk about what people
21 said. And there's one in the middle that says, "Ross
22 Rutledge." Do you see that? It's 1, 2, 3 -- four
23 paragraphs from the bottom. It starts with the words,
24 "Qwest said. . ."

25 A Yes, I see that.

1 Q Could you please read that into the
2 record?

3 A "Qwest said the current environment is
4 not built in a high availability cluster environment,
5 which is more resilient. If it fails, it is down until
6 it is fixed. Qwest has had hardware failures, and we
7 receive best-effort support. The support provider
8 brings refurbished parts in multiples, and they replace
9 until one works. There's no failure. Ross said
10 downtime can be related to hardware, OS software or
11 database" -- this is not clear -- "or database, but
12 also other things like a network or storage array
13 issues. Ross said a number of things have caused
14 outages, but the majority are hardware or software. He
15 said a software outage is more critical, since there
16 are no development teams left at companies like Oracle,
17 HP or Sun, that can provide support. Even though
18 software tends to stabilize over time, it is not
19 unheard of and can be catastrophic."

20 Q Thank you. Now, if you move up three
21 more paragraphs from that, there is another statement
22 made by Mr. Rutledge. Do you see that, starting again
23 with, "Qwest said. . ."

24 A Yes.

25 Q Would you read that, please?

1 A "Qwest said it is not clear at what point
2 any system will reach E, but that Qwest supports
3 thousands of servers, and it is critical to stay ahead
4 of getting to E. The hardware was sold in the '90s and
5 it could run for the next two and a half years without
6 failure, but it might not. There is a higher
7 likelihood that it won't, with each passing month.
8 Ross said if it were less critical systems, we might
9 push it, but with these critical ones, it's very high
10 on our priority list.

11 On the second question, Qwest can provide
12 documentation that vendors long ago dropped support and
13 cannot buy it. The database and OSs have been out of
14 support for many years."

15 Q Then, would you look up two more
16 paragraphs from that, that starts again with the quote
17 from Mr. Rutledge that says, "Qwest relayed. . ." Are
18 you with me there?

19 A Yes.

20 Q Could you read that, please?

21 A "Qwest replaced Qwest's director of IT
22 operations and has responsibility for IT
23 infrastructure. Ross said the curve on the slide is
24 known as a bathtub curve and is widely used in
25 engineering to refer to electronic component failure.

1 Normally, there is not a scale on the curve. Ross
2 reiterated the stages, infant mortality followed by
3 stability, but then failures may escalate rapidly.
4 Past performance is not necessarily a good indicator.
5 Qwest cannot wait for the failure point, due to lead
6 time required. Ross said, based on experience with a
7 large infrastructure, we must act now, since Qwest only
8 has best-effort support from any vendors for hardware
9 OS database."

10 Q So, do these entries show that Qwest has
11 a means and an approach that they can use for
12 determining a risk of system failure, this so-called,
13 "bathtub curve"?

14 A I'm afraid I don't understand your
15 question.

16 Q So, let me repeat it: Is this bathtub
17 curve, referenced in this section, a means for Qwest to
18 determine the risk or the failure of a system?

19 A Well, as he used it here, he said that
20 this is a way of measuring the potential failure for
21 electronic components. So, I believe here he would
22 have been speaking of hardware.

23 Q Okay. I don't have any more questions
24 about that, but I do have a couple more.

25 I would like to turn your attention to

1 your own testimony. I would like you to look at your
2 Answer Testimony, Exhibit RA-7.

3 A Is this confidential or public?

4 Q It is confidential.

5 A Okay. That's in a different pile.

6 MR. MERZ: I think my RA-7 is not
7 confidential.

8 THE WITNESS: Yeah. I don't think it is
9 confidential.

10 MS. WATSON-WEIDNER: I am just reading
11 what it says at the bottom, so if it's --

12 MR. MERZ: Oh, I see that. I'm sorry.

13 MS. WATSON-WEIDNER: If you want to tell
14 me -- maybe I can confer with counsel here.

15 THE WITNESS: I don't think it is a
16 confidential exhibit.

17 (Off the record.)

18 MS. ANDERL: May I ask a clarifying
19 question to my witness, Your Honor?

20 A.L.J. GOMEZ: Certainly.

21 MS. ANDERL: Has this implementation
22 timeline been shared in the Change Management Process?

23 THE WITNESS: Yes.

24 MS. ANDERL: Then I think it's not
25 confidential.

1 MS. WATSON-WEIDNER: I just read the
2 bottom of the page.

3 MS. ANDERL: Oh, that's good. Every one
4 can cross that out.

5 THE WITNESS: I am trying to find it in
6 here, though, there is no tabs on this. So, I'm not
7 sure.

8 MS. WATSON-WEIDNER: Would it help, Your
9 Honor, could I approach, because I can give both of you
10 a copy, if that would be easier to work from?

11 THE WITNESS: That would be great.

12 A.L.J. GOMEZ: I have got it here, so I
13 don't need a copy.

14 MS. WATSON-WEIDNER: Okay.

15 THE WITNESS: Thank you.

16 BY MS. WATSON-WEIDNER:

17 Q Since you're working from my copy, is
18 that a true and correct copy of your exhibit, as far as
19 you know?

20 A Yes, it is.

21 Q All right. Thank you. Are the, you
22 know, the title of this document is, "MTG
23 Implementation Timeline Comparison."

24 A Yes.

25 Q And it contains a series of tasks and

1 deadlines for completion of those tasks, as I read it;
2 is that seem correct to you?

3 A Yes.

4 Q Okay. Have there been any changes to any
5 of the dates in the timelines on this page, since this
6 was filed?

7 A Yes.

8 Q So, I would appreciate it, then, if you
9 could walk it through line by line, so we can all
10 understand those changes.

11 A Well, I am only aware of one.

12 Q Okay.

13 A And that would be at the bottom of the
14 first set of tasks and dates, that "Begin scheduling
15 optional testing/implementation for interested
16 customers."

17 Q Yes.

18 A Listed as December 12th, 2011.

19 Q Uh-hum.

20 A I believe we negotiated that out to
21 February 13th, 2012, as part of this docket.

22 Q Okay.

23 A I am not aware of any other changes.

24 Q Good. As part of your preparation for
25 this hearing, did you also read the direct and the two

1 rebuttals of Mr. Denney?

2 A I did.

3 Q Okay. Could you please turn to the

4 Rebuttal Testimony of Mr. Denney to staff?

5 A I am making a mess of your piles.

6 Rebuttal to staff. Which page?

7 Q Page 24. And it is a nonconfidential

8 page. It should be printed in white.

9 A I am there.

10 Q Okay. At about line 16.

11 A Yes.

12 Q Are you with me? Mr. Denney lists a
13 number of procedures which he feels were missing from
14 this timeline. So, I would like to walk through those
15 and have you tell me where the things that he's talking
16 about occur on this schedule.

17 A I don't think I could tell you without
18 consulting with our team.

19 Q So, you don't know, at this point,
20 whether there is a scheduled date to continue testing
21 until acceptance criteria is met as part of the
22 process?

23 A I can't tell you when that will be, no.

24 Q Okay. And, so, you can't tell me,
25 then -- one of his other questions is where development

1 of acceptance criteria is. Oh, is that the one I asked
2 you? I am so sorry.

3 There's no information in here you can
4 tell me about, when they will -- Qwest will provision
5 the aggregate transaction volume data that he recalls
6 that's not in here?

7 A No. And I can't tell you when that will
8 occur.

9 Q Okay. What about the use of a
10 third-party facilitator?

11 A I don't know when that will be done
12 either.

13 Q All right. Now, I have one more question
14 for you. In your testimony, you include Exhibit 15.
15 Could you turn to that really quick?

16 A That was in my Rebuttal Testimony?

17 Q I believe so, yes.

18 A And that was --

19 Q So, staff --

20 A -- confidential?

21 Q Yes, it is.

22 A Oops, this is --

23 MS. WATSON-WEIDNER: And if I may have a
24 minute to confer with counsel about the title of this
25 document, whether I can say -- can I just say this much

1 out loud?

2 MS. ANDERL: Absolutely.

3 MS. WATSON-WEIDNER: Okay.

4 BY MS. WATSON-WEIDNER:

5 Q Yes, ma'am.

6 A All right.

7 Q Would you agree with me that this is a
8 Production Disaster Recovery Plan for MEDIACC?

9 A Yes.

10 Q And, then, if you turn to Exhibit 16,
11 which is also confidential -- and I am going to assume
12 the same question?

13 MS. ANDERL: Yes, yes.

14 BY MS. WATSON-WEIDNER:

15 Q Is this a Production Disaster Recovery
16 Plan for CEMR?

17 A Yes.

18 MS. WATSON-WEIDNER: At this point, I
19 would like now to hand out -- I have gotten my esteemed
20 colleague here, Craig --

21 MR. JOYCE: I will do this. I will be
22 your assistant.

23 MS. WATSON-WEIDNER: I would like to
24 offer this for admission, and I believe it should then
25 be Exhibit 18C -- well, 18 and 18C.

1 (Whereupon Exhibit Nos. 18 and 18C were
2 marked.)

3 BY MS. WATSON-WEIDNER:

4 Q Let me give you a second to look at it so
5 you're with me.

6 A Okay.

7 Q This is what Qwest and CenturyLink
8 provided as a supplemental response to staff's data
9 request. And the 18C part of this exhibit, which is
10 also known as, "Confidential Attachment G," is
11 referenced in that supplemental response. Do you
12 recognize this?

13 A I recognize it. I have to assume it was
14 G.

15 Q Okay.

16 A But, yes, I recognize it.

17 Q Okay. And were you part of the people
18 who provided this confidential response?

19 A Yes.

20 MS. WATSON-WEIDNER: You are. And, so,
21 at this time, Your Honor, I would like to move for the
22 admission of 18 and 18C.

23 A.L.J. GOMEZ: 18 and/or 18C. Objection
24 or voir dire?

25 MS. ANDERL: No objection.

1 A.L.J. GOMEZ: 18 and 18C will be
2 admitted.

3 (Whereupon Exhibit Nos. 18 and 18C were
4 admitted.)

5 MS. WATSON-WEIDNER: Thank you.

6 BY MS. WATSON-WEIDNER:

7 Q Looking at this a little further,
8 Ms. Albersheim, it says that -- what was the date this
9 response was provided to staff?

10 A November 14th, 2011.

11 Q Do you happen to remember the date that
12 staff's cross answer was due?

13 A I'm sorry. No.

14 Q Okay. If I told you it was October 31st,
15 subject to check, would you tend to agree with me?

16 A Subject to check, certainly, yes.

17 Q Certainly. So, this document was part of
18 a larger supplemental response that was produced to
19 staff 14 days after staff's Answer Testimony was due?

20 A That appears to be correct.

21 Q Okay. Now, if you look at 18C -- and,
22 again, I am going to ask her to --

23 MS. ANDERL: Yeah. Okay. I am ready.

24 MS. WATSON-WEIDNER: All right.

25 BY MS. WATSON-WEIDNER:

1 Q Would you agree with me that this is a
2 document called a "Repair Call Expert" -- "RCE" --
3 "Production Disaster Recovery Plan"?

4 A Yes.

5 Q And would you agree that this particular
6 disaster recovery plan is for a repair call expert
7 system that handles trouble tickets for Qwest's retail
8 systems?

9 A Yes. It also has a link into CEMR.

10 Q All right.

11 MS. WATSON-WEIDNER: Thank you very much.
12 I have no further questions.

13 A.L.J. GOMEZ: Thank you. I don't have
14 any questions. So, any redirect?

15 MS. ANDERL: Your Honor, I do have a
16 couple of redirect questions. Can I just go back to
17 Exhibits 18 and 18C? I haven't been able to verify
18 that it's a complete copy of the response. And I would
19 need a brief minute to evaluate that, perhaps, when we
20 are done with this witness, and to determine if we feel
21 that there ought to be other attachments for
22 completeness sake, but. . .

23 A.L.J. GOMEZ: Okay. That's fine.

24 MS. ANDERL: Okay. Thank you.

25 REDIRECT EXAMINATION

1 BY MS. ANDERL:

2 Q Mrs. Albersheim.

3 A Yes.

4 Q The question you were just asked with
5 regard to repair call expert, you indicate that that
6 had an interface into CEMR?

7 A CEMR uses -- it has a link into it, yes.

8 Q Is there anything else you want to add
9 about how that works?

10 A Well, if you -- repair call expert is a
11 direct interface to our back-office repair system. If
12 you compared that to, for example, MEDIACC, it has a
13 entirely different purpose than MEDIACC, as a system,
14 which is for the B-to-B interface, allowing
15 communication from a customer's computer systems to
16 CenturyLink's computer systems. Whereas, since
17 CenturyLink has direct access to its own systems, it
18 uses a repair call expert for direct access to its
19 back-office systems.

20 So, the fundamental components of
21 disaster recovery plans for those two different systems
22 will be dramatically different. The, what I would say
23 are the categories of information contained in them are
24 likely to be very similar, that is, they will have
25 information like backup procedures and locations of

1 backup data, that sort of thing. But the fundamental,
2 detailed part of these plans will be as different as
3 the systems are different.

4 Q And if MEDIACC, for some reason, failed
5 in such a way that it couldn't be restored, would CLECs
6 who had to either phone or fax their orders in, much in
7 the same way CenturyLink has to phone orders in, would
8 they benefit from the repair call expert functionality?

9 A Yes, because that is what our repair --
10 the call centers would be using to access our repair
11 systems, yes.

12 Q Thank you. Now, you were asked some
13 questions by Mr. Merz, and I have got to have you refer
14 to two separate documents. Both of those you probably
15 have up there. That is the answer to the Amended
16 Complaint, which has not been marked as an exhibit, and
17 your Rebuttal Testimony at page 4.

18 A Okay.

19 Q Do you have those two references?

20 A I have the answer and I have my rebuttal
21 at page 4.

22 Q Okay. Mr. Merz asked you about the
23 statement in the answer; that, while the MEDIACC system
24 is currently stable, it is 14 years-old and will likely
25 begin experiencing problems in the near future. Then

1 he contrasted that with the statement that you have on
2 page 4, line 12, that we have no evidence to suggest
3 that MEDIACC will experience an immediate unrecoverable
4 failure.

5 Is there a difference between problems
6 and an unrecoverable failure?

7 A Well, I would think an unrecoverable
8 failure would be the most extreme kind of problem.
9 There could be any other number of problems
10 experienced, that are still fixable, and some of those
11 have occurred in the past. But an unrecoverable
12 failure has not occurred. So, there is a difference in
13 the scope of these statements.

14 Q So, can you give me an example of
15 something that would be a problem but not an
16 unrecoverable failure?

17 A As an example, a database might not
18 restart when the system is initialized at the beginning
19 of the operational period. But a reboot could get it
20 to come back up again, and that has happened.

21 Q Okay. Thank you. And, then, looking at
22 your Exhibit RA-7, the MTG implementation timeline
23 comparison.

24 A Yes.

25 Q Okay. When you corrected the December

1 12th, 2011 date, were you correcting that for just the
2 last line or the -- on the left, or the second to last
3 line and the last line on the left?

4 A Thank you. Yes. Both lines would be
5 corrected. I missed that.

6 Q To the February 13th, 2012?

7 A Yes.

8 Q Okay. Thank you. And, then, could you
9 briefly explain to us what is represented by the column
10 on the right-hand side?

11 A The column on the right-hand side is
12 intended to reflect the dates, based on the
13 requirements of the Settlement Agreements.

14 Q And, now, in connection with this
15 document, counsel for trial staff referred you to
16 Mr. Denney's Rebuttal Testimony to staff.

17 A Yes.

18 Q And asked you some questions about where
19 we could find, on this timeline, the development of the
20 acceptance criteria, et cetera?

21 A Yes.

22 Q And in the middle of the left-hand --
23 right-hand column, do you see a line that says,
24 "Testing acceptance criteria finalized"?

25 A Yes.

1 Q Does that suggest to you that testing
2 acceptance criteria would have been commenced sometime
3 before that date?

4 A Yes. I just don't know exactly when.

5 MS. WATSON-WEIDNER: I would object to
6 this line of questioning, to the extent that I asked
7 her these questions and she already answered. I don't
8 know that she should get the opportunity to correct
9 that with sort of leading questions from counsel.

10 A.L.J. GOMEZ: Counsel certainly has the
11 opportunity for cross examination and to rehabilitate
12 the witness on any answers that she gave during
13 cross-examination. So, I am going to allow it.

14 MS. WATSON-WEIDNER: Thank you.

15 BY MS. ANDERL:

16 Q And there isn't a specific date in here,
17 Ms. Albersheim, for when that activity is going to
18 start, is there?

19 A No.

20 Q And there isn't a specific date for the
21 provision of aggregate transaction volume data, is
22 there?

23 A No.

24 Q But there is a date projected for when
25 testing begins?

1 A Yes.

2 Q And would provision of aggregate
3 transaction volume data occur sometime during the
4 testing?

5 A It could occur before.

6 Q Okay. So, it could occur sometime during
7 the joint test planning start and joint test planning
8 finish?

9 A Yes.

10 Q And are those -- are all of the items
11 that Mr. Denney identified here, on page 24 of his
12 Rebuttal Testimony, things that CenturyLink intends to
13 do for MTG, used as a replacement for MEDIACC?

14 A Yes. I guess I would think that would be
15 necessary as a result of the merger settlement
16 requirements. This timeline comparison wasn't intended
17 to be absolutely comprehensive. It would have been
18 rather long.

19 Q And are some of the items identified by
20 Mr. Denney ones that we would have to consult with
21 CLECs about?

22 A Yes.

23 MS. ANDERL: No further redirect. Thank
24 you.

25 A.L.J. GOMEZ: Thank you, Ms. Albersheim.

1 I have no other questions either. Thank you very much
2 for your testimony. You may step down.

3 THE WITNESS: Thank you.

4 A.L.J. GOMEZ: Qwest, do you have any
5 other witnesses?

6 MR. GOODWIN: No, Your Honor.

7 A.L.J. GOMEZ: Thank you. Staff.

8 MS. WATSON-WEIDNER: Yes.

9 (Whereupon Lynn Notarianni was sworn.)

10 A.L.J. GOMEZ: Thank you. Please have a
11 seat.

12 DIRECT EXAMINATION

13 BY MS. WATSON-WEIDNER:

14 Q Ms. Notarianni, would you please state
15 your full name and spell your last name for the record?

16 A Yes, sure. My name is Lynn Notarianni,
17 N-o-t-a-r-i-a-n-n-i.

18 Q And did you cause to be presented, in
19 this docket, Cross Answer Testimony and Exhibits?

20 A Yes, I did.

21 Q And I would like you to look up there at
22 Exhibit 14 -- do you need --

23 A Okay. I'm sorry. I'm showing I have
24 through seven exhibits. What's Exhibit 14?

25 Q Oh no, no. May I approach, Your Honor?

1 A.L.J. GOMEZ: Yes.

2 THE WITNESS: Thank you. Oh, exhibit
3 number. My Cross Answer Testimony. Got it. Thank
4 you.

5 (Off the record.)

6 BY MS. WATSON-WEIDNER:

7 Q Would you agree with me that Exhibit 14
8 is your Cross Answer Testimony, that includes exhibits
9 LMVN-1 through LMVN-6, plus an errata?

10 A Okay. I show -- yes, except for I show
11 Exhibit LMVN-7, so, am I missing one?

12 Q No, you are not. I'm sorry. This is --

13 A It's got Confidential Exhibit LMVN-6
14 is -- okay.

15 Q Uh-hum. That's what --

16 A Thank you.

17 Q And would you agree that that's your
18 Cross Answer Testimony and your public exhibits? And
19 if you would look at that Cross Answer Testimony, would
20 you check to make sure that the errata changes that
21 were provided were made?

22 A I have checked it, yes.

23 Q All right. And they are correct?

24 A Yes.

25 Q Now, would you turn to what's been

1 previously marked as Exhibit 14C, which is a series of
2 envelopes -- I have one more question for you,
3 Ms. Notarianni. Do you have any corrections you want
4 to make to your Cross Answer Testimony?

5 A I do have one correction, and I
6 apologize. I have the page number on the sticky note,
7 so you are going to have to point me to it.

8 Q Okay. All right.

9 A Just tell me the page number.

10 Q Says "line 11." No page.

11 A It doesn't say what page. You have the
12 sticky note on the page. Thank you. Okay. All right.

13 Yes. That's at line 11. It says,
14 "CEMR/MTG," and it needs to read, "CMER/MEDIACC."

15 MR. MERZ: And what page?

16 THE WITNESS: On page 16.

17 MR. MERZ: Thank you.

18 THE WITNESS: Do I need to change it?

19 BY MS. WATSON-WEIDNER:

20 Q Would you please make that change and
21 initial it?

22 Now, if you will be so kind to turn to
23 Exhibit 14C, and are those the confidential exhibits?

24 A Yes, they are.

25 MS. WATSON-WEIDNER: And, Your Honor I

1 move these, the Cross Answer Public Exhibits and
2 Confidential Exhibits, which were stipulated to by the
3 parties.

4 A.L.J. GOMEZ: So noted.

5 MS. WATSON-WEIDNER: At this time, Your
6 Honor, I offer this witness for cross examination.

7 A.L.J. GOMEZ: Thank you. CenturyLink?

8 MR. GOODWIN: Thank you, Your Honor. I
9 just have one question and that's because -- and I am
10 asking you only because you and Jeanie gave me a place
11 to eat lunch today.

12 DIRECT EXAMINATION

13 BY MR. GOODWIN:

14 Q Ms. Notarianni, are you an IT
15 professional?

16 A Yes I am.

17 MR. GOODWIN: No further questions.

18 A.L.J. GOMEZ: So, I guess I am a little
19 confused as to the question. Because the
20 recommendation turned out to be good or bad?

21 MR. GOODWIN: Well, I think we think that
22 the -- well, we'll be explaining that in the brief,
23 Your Honor, but I think there's some good and some bad
24 in it.

25 A.L.J. GOMEZ: Okay. We'll just move on

1 from there, then.

2 MR. GOODWIN: Yeah. I didn't think you
3 were asking for my whole argument at this point, nor
4 did I want to have Mr. Merz have an aneurysm from me
5 trying to give it.

6 A.L.J. GOMEZ: Cross examination.

7 MR. MERZ: I don't have any cross
8 examination. Thank you.

9 EXAMINATION

10 BY A.L.J. GOMEZ:

11 Q I guess I have a general question for
12 you, kind of the overarching question as to your
13 general impression of Qwest's/CenturyLink's
14 responsibilities with regard to Section 12 of the
15 Settlement Agreement, and whether they could move
16 forward with the development of an alternative system,
17 more specifically, MTG.

18 A Sure. And, hopefully, I touched on some
19 of this in my testimony. And I assume Section 12, not
20 having it right here in front of me, is that part that
21 talks about replace and integrate and all of that?

22 Q That's the OSS.

23 A Yes, the OSS systems. My main reading of
24 the contract is that there is no language in there that
25 precludes CenturyLink from moving forward with

1 development of a new system, as long as it isn't
2 replacing the existing system, it isn't trying to
3 integrate new functionality into the existing system
4 flows that a CLEC would need to use through the, then,
5 current OSSs.

6 And as long as they otherwise adhere to
7 their other obligations that are contained either in a
8 Settlement Agreement or anything that the Settlement
9 Agreement refers to, such as an interconnection
10 agreement, which they agreed to keep the existing
11 interconnection agreements for, I believe, it was 30
12 months or so, or there's existing Federal laws, I
13 think, things they otherwise have to abide by.

14 So, that being said, I think, when I
15 looked at the timeline and the unfortunate timing of
16 what occurred, I believe that CenturyLink/Qwest did
17 initially intend to replace the system. But, prior to
18 their obligation being in effect in Colorado, and their
19 Settlement Agreements being approved by this
20 Commission, and their merger occurring on April Fools
21 Day, they did back off of their initial position and
22 agreed to keep the existing system up and running for
23 the duration that they are required to, and not
24 changing that environment for the CLECs. So, in
25 general, I believe that's the case.

1 Q Got it.

2 A You bet.

3 Q Who did they keep it up and running for?

4 A The CLECs.

5 Q All of the CLECs or merely those that
6 were parties to the Settlement Agreement?

7 A I believe it's all CLECs, because they
8 are -- well, a number of things. They are -- my
9 belief, and even through our merger agreement and --
10 our approval of their merger agreement, it was in the
11 public interest of all of the CLECs, not just the
12 limited number of CLECs that were part of the
13 Settlement Agreement. They also have other obligations
14 with the FCC, et cetera, to keep it up for all of the
15 CLECs.

16 And when they actually came back and said
17 they were not going to take the system down, the
18 existing MEDIACC and CEMR systems, and replace them,
19 they would leave them up for the 30 months, they
20 actually did, through their Change Management Process,
21 which, even absent the Settlement Agreement -- absent
22 all of these Settlement Agreements, applies to all of
23 the CLECs. So, I believe it applies for all of the
24 CLECs.

25 Q I don't have a copy of the Settlement

1 Agreement there. You might. If it's there, it's
2 listed under Exhibit BJJ-003. And I believe that was
3 part of the -- well, I don't know which witness it
4 was --

5 MR. GOODWIN: Probably Johnson's.

6 MR. MERZ: It's their Direct Testimony.

7 MR. GOODWIN: Or I have a copy of it.

8 MS. WATSON-WEIDNER: I have a copy.

9 A.L.J. GOMEZ: Well, why don't you just
10 borrow --

11 THE WITNESS: 003? I have it.

12 BY A.L.J. GOMEZ:

13 Q Okay. If you go to Section 12 -- she's
14 got it there. And if you go to Section 12, page 9.

15 A Okay.

16 Q And if you look in that first paragraph,
17 in Section 12, the last sentence.

18 A Right.

19 Q It says, "After the period noted above,
20 the merged company will not replace or integrate
21 Qwest's systems without first establishing a detailed
22 transition plan and complying with the following
23 procedures. . ." And then it lists out all of the
24 procedures.

25 A Right.

1 Q Looking at that language, do you consider
2 that language to be ambiguous or do you believe that
3 language to be -- to provide sufficient clarity, that
4 the parties would understand what that means?

5 A Huh, you know what? I guess --

6 Q Let me ask you -- I don't want you to
7 speak on behalf of the parties. I want your
8 interpretation of that.

9 A Okay. Thank you. You know what? I
10 actually believe it's fairly clear, absent kind of one
11 minor point. It's starting with the, "after the period
12 noted above. . ." I think it could have been clearer
13 to say that, "after the period noted above," only
14 applies to the physical shutting down of the old
15 system, being the replacement, as opposed to, do you
16 have to apply this whole process, starting the planning
17 process, starting the notification process, everything,
18 after the period noted above.

19 So, I think that could have been a little
20 clearer. But I believe -- and I was not in the final
21 settlement negotiations with parties. I was in the
22 preliminary negotiations. And the subject did come up.
23 I brought up the subject about replacement systems, and
24 how is that going to be cared for in a settlement
25 agreement, but, then, I wasn't a party to it, at the

1 end, when all of the language ended up.

2 Based on my background in systems, in
3 Qwest's system, Qwest's OSSs, and how the Change
4 Management Process otherwise works, I don't believe
5 that they are replacing or integrating the system
6 until -- before they're required -- before they are
7 allowed to.

8 So, to me, "after the period noted
9 above," means that you can, after, July 1st, 2013,
10 assuming the CLECs vote to allow the replacement, they
11 can, Day 1, after that, replace the system and and shut
12 MEDIACC down. Now, that does assume that all of these
13 other criteria are met, that they have to meet, but
14 that's how that sentence reads to me.

15 Q And how are you interpreting the word,
16 "integrate?"

17 A Okay. So, I did go back and try and
18 settle, in my mind, what does it mean to integrate,
19 including even looking up the plain, free, on-line
20 dictionary version of, "integrate." And it is as I
21 thought.

22 To me, "integrate," is to make part of
23 the whole, the whole process. And, so, then, the
24 question has to be asked, by deploying a new system,
25 MTG, and making it available, is that integrating it

1 into the existing process and therefore changing that
2 process?

3 And the reason I don't think it is,
4 because there is nothing about the process flow, with
5 MEDIACC, that is going to change for the CLECs, as I
6 see it, during this 30-month period. So, in other
7 words, how the CLEC would submit a repair transaction
8 from their system, then that flows through MEDIACC or
9 CEMR, into Qwest's back-end system, will remain exactly
10 the same for this 30-month period. And, to me, that's
11 what defines "the whole."

12 Now, there's another, "the whole." Those
13 are processes that they could use that would involve
14 MTG, but they don't have to use it. So, when I look
15 at, "the whole," I don't think of "the whole" as, you
16 possibly could use. It's, is the whole staying the
17 same, the way you always had it, and the way you will
18 still be using it. And if, in that case, if, in fact,
19 they leave MEDIACC and CEMR run for this period of
20 time, I didn't see anything that Qwest is now providing
21 that changes any of that. So, I don't see them as
22 integrating anything, yet, that causes a change to the
23 existing CLEC environment.

24 That being said, I will say, on the
25 record, here, that I do think it was because of the

1 attention that the CLECs brought to Qwest about the
2 potential violation of the agreement that caused them
3 to back off of replacing MEDIACC and agreeing to leave
4 it up. So, I do believe that their identifying this
5 issue, and raising it to the degree they did, did cause
6 Qwest to change their position. But once Qwest changed
7 their position -- and they did change it before their
8 merger approval date -- was what caused me to say they
9 were in compliance with that portion of the settlement.

10 Q In your opinion, could that sentence,
11 that last sentence of the first paragraph of Section
12 12, be read to mean that the merged company could not
13 begin developing a OSS system until July 2nd, 2013?

14 A I think that's where I mentioned before,
15 that I think certain parties could interpret the
16 language, "after the period noted above," to apply to
17 that. I don't interpret it that way. I don't think
18 that was an expectation that was there, or that I had.
19 But I think certain parties could interpret it that
20 way.

21 Q Okay.

22 A.L.J. GOMEZ: That's all I have.

23 THE WITNESS: All right. Thank you.

24 A.L.J. GOMEZ: Any redirect?

25 MS. WATSON-WEIDNER: Just one quick

1 redirect, Your Honor.

2 REDIRECT EXAMINATION

3 BY MS. WATSON-WEIDNER:

4 Q Ms. Notarianni, you talk about a timeline
5 that you used in analyzing paragraph 12 in the
6 Settlement Agreement?

7 A Yes.

8 Q I would like to mark this as Exhibit 19.
9 (Whereupon Exhibit No. 19 was marked.)

10 BY MS. WATSON-WEIDNER:

11 Q Ms. Notarianni, when you were referring
12 to the timeline, is this kind of a visual
13 representation of what you intended as your -- as an
14 analysis tool in determining the timeline that you
15 discussed?

16 A Yes. I think, specifically, of the dates
17 listed here, the ones I was noting was when there was,
18 initially, the CMP systems notification of MTG
19 replacement for MEDIACC and CEMR, on 12/17/2010, and,
20 then, the follow-on, 3/7/11 revision that removed the
21 wording indicating that MTG is not a replacement. And,
22 then, the merger close date of 4/1. So, those are kind
23 of the ones that I was tying in in response to the
24 Judge's question.

25 Q And did you prepare this document?

1 A I did.

2 MS. WATSON-WEIDNER: And, Your Honor, I
3 move for the admission of Exhibit 19.

4 A.L.J. GOMEZ: Objection or voir dire?

5 MR. GOODWIN: None, Your Honor.

6 MR. MERZ: No objection.

7 A.L.J. GOMEZ: 19 will be admitted.

8 (Whereupon Exhibit No. 19 was admitted.)

9 MS. WATSON-WEIDNER: I have no further
10 questions, Your Honor.

11 A.L.J. GOMEZ: Thank you. I am going to
12 allow the parties an opportunity for limited cross
13 examination, in case there's anything on my examination
14 of Ms. Notarianni. If not, then leave it at that.

15 MR. GOODWIN: Nothing from me, Your
16 Honor.

17 A.L.J. GOMEZ: Thank you.

18 CROSS EXAMINATION

19 BY MR. MERZ:

20 Q Ms. Notarianni, you were not involved in
21 negotiating the Integra Settlement Agreement, correct?

22 A The -- I was involved, at the beginning,
23 in some settlement meetings, broadly, across all of the
24 parties. And I don't remember the exact date, but
25 somewhere along the lines, very shortly before the

1 hearing in Colorado, the -- Integra, and then, I guess,
2 separately, other CLECs, in a separate settlement,
3 preferred, at that point, to just deal between them and
4 Qwest on a 14-state basis, and I was not involved in
5 that.

6 What they did after the Settlement
7 Agreement was reached, they provided staff a copy,
8 so -- prior to the hearing, so that we could see what
9 they arrived at, so we could see whether we were
10 supportive or not supportive of the settlement.

11 Q And the language that you were talking
12 with the Judge about, that's not language that you had
13 any impact in crafting; is that correct?

14 A In paragraph 12?

15 Q Correct.

16 A No, I did not craft that.

17 Q And I'm talking specifically about this
18 sentence that starts, "after the period noted
19 above. . ."

20 A That's correct.

21 Q And I believe you said something like
22 this in your testimony. I just want to make sure.

23 Staff essentially took the position that
24 these are sophisticated parties, and we're going to
25 allow them, within a specific range, to, you know,

1 negotiate their relationship; is that right?

2 A Basically what I said is that I
3 preferred, early on, that there be language more
4 specific to the kind of situations that have occurred
5 here, and what happens if either or both of the parties
6 want to develop new systems or change things. But
7 given that we weren't a party at the end, and you all
8 had agreed to this language, staff was not going to
9 raise that particular issue and hold up a settlement
10 based on not having additional detail in there.

11 Q And the additional detail, the kind of
12 thing you are talking about, is, I think that you said,
13 that staff would have preferred a provision that would
14 have allowed OSS changes that made sense, and I think
15 you used the words, "made sense"; correct?

16 A Correct.

17 Q That kind of language did not, for
18 whatever reason, make its way into the final agreement
19 between Integra and Qwest?

20 A That's correct.

21 MR. MERZ: Nothing further. Thank you.

22 A.L.J. GOMEZ: Thank you. Any redirect?

23 MS. WATSON-WEIDNER: No, Your Honor.

24 A.L.J. GOMEZ: Okay. Thank you,

25 Ms. Notarianni, you may step down.

1 Anything else? Any other witnesses?

2 MR. MERZ: Not for the joint CLECs, Your
3 Honor.

4 A.L.J. GOMEZ: Staff?

5 MR. GOODWIN: No, Your Honor.

6 A.L.J. GOMEZ: Okay. I believe that the
7 original procedural order had set a date for statements
8 of position, but that's long gone. So, I would go
9 ahead and set a date for the filing of closing
10 statements of position for -- how about February 22nd?
11 That's four weeks from tomorrow. So, any objections
12 with that? Any problems with that?

13 MR. MERZ: I don't have any problems with
14 that. I know I would liked a few additional pages. I
15 know you've got a 30-page limit. I was hoping to get
16 50 pages. There is a lot of testimony in this case, a
17 lot of stuff. I think, ultimately, it would be helpful
18 for you to have a more well-developed argument.

19 MR. GOODWIN: Your Honor, actually, we
20 had talked about this before, and I think we agreed on
21 February 29th and 40 pages, so. . .

22 A.L.J. GOMEZ: We did?

23 MR. GOODWIN: We, not you. You weren't
24 around. That's the CLECs.

25 MR. MERZ: That's acceptable.

1 A.L.J. GOMEZ: Senior moment there.

2 MR. MERZ: That's acceptable to us as
3 well.

4 A.L.J. GOMEZ: Okay. February 29th, I am
5 fine with that. And 40 pages.

6 MR. MERZ: (Witness nodding in the
7 affirmative.)

8 A.L.J. GOMEZ: Maximum. Okay. All
9 right. Thank you all very much. I appreciate all of
10 your work and we're adjourned.

11 MR. GOODWIN: Thank you, Your Honor.

12 A.L.J. GOMEZ: Thank you.

13 (Whereupon these proceedings were
14 concluded at 4:35 p.m. on January 24, 2012.)

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1 CERTIFICATION

2 STATE OF COLORADO)

3 CITY AND COUNTY OF DENVER)

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5 We, Harriet Weisenthal and James Midyett, do
6 hereby certify that we were present and reported in
7 stenotype the proceedings in the foregoing matter; that
8 we thereafter reduced our stenotype notes to
9 typewritten form, with the aid of a computer, composing
10 the foregoing transcript; further, that the foregoing
11 official transcript is a full and accurate record of
12 the proceedings in this matter held at Denver, Colorado
13 on [REDACTED].

14 FILED at Denver, Colorado _____.

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Harriet Weisenthal

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James Midyett

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