

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

DOCKET NO. 11F-436T

INTEGRA TELECOM, PAETEC BUSINESS SERVICES & TW TELECOM OF
COLORADO,

COMPLAINANTS,

V.

QWEST CORPORATION AND CENTURYLINK,

RESPONDENTS

**CROSS ANSWER TESTIMONY OF LYNN M V NOTARIANNI
STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION**

**NOTICE OF CONFIDENTIALITY: A PORTION OF THE EXHIBITS IS
CONFIDENTIAL AND HAS BEEN FILED UNDER SEAL PURSUANT TO 4
CCR 723-1100, RULES RELATING TO THE CLAIM OF CONFIDENTIALITY
OF INFORMATION SUBMITTED TO THE COLORADO PUBLIC UTILITIES
COMMISSION.**

October 31, 2011

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1 Business Services (“PAETEC”) and tw telecom of colorado, llc. (“tw telecom”)
2 filed with the Director of the Colorado Public Utilities Commission
3 (“Commission”) a request for review of Qwest/CenturyLink compliance with the
4 Commission’s order in the Qwest/CenturyLink merger Docket No. 10A-350T.
5 The parties allege that Qwest/CenturyLink is in violation of the terms of merger
6 Settlement Agreement between Qwest/CenturyLink, Integra, PAETEC and tw
7 telecom (“Colorado Settlement Agreement” or “Settlement Agreement”)
8 regarding the required use of the legacy Qwest Operational Support Systems
9 (“OSS”) for a period of two years and that despite the requirement,
10 Qwest/CenturyLink plans to implement and integrate a new wholesale repair
11 interface by December of 2011 without having first filed a notice and plan with
12 the Commission. Qwest/CenturyLink responded by stating that Qwest withdrew
13 its Change Request (“CR”) to replace the existing legacy Qwest repair OSS
14 (“CEMR” and “MEDIACC”) in the Change Management Process (“CMP”)
15 meeting on May 18, 2011, a week prior to filing of the complaint.
16 Qwest/CenturyLink indicates that it is not otherwise in violation of the
17 Settlement Agreement because the deployment of an additional repair interface
18 (“MTG”) is not prohibited, and it will follow the required Settlement Agreement
19 process for notification, transition planning, acceptance testing, and a majority
20 vote of participating CLECs as required prior to retirement of
21 CEMR/MEDIACC.

1 On August 12, 2011, Bonnie Johnson and Douglas Denney of Integra,
2 Justine Blanchard and Christopher Hansen of PAETEC, and Lyndall Nipps of tw
3 telecom filed direct testimony in support of the parties’ complaint. Their
4 testimony includes an extensive record of information exchanged through CMP
5 and other forums regarding the existing and planned repair OSS, the party’s
6 interpretation of the Settlement Agreement language and how
7 Qwest/CenturyLink’s actions constitute a “replacement” of the existing repair
8 OSS, the impact to internal resources if Qwest/CenturyLink moves forward with
9 the development and deployment of MTG and the relationship if any of
10 discussions to deploy MTG in legacy CenturyLink/Embarq territories as opposed
11 to legacy Qwest territory.

12 On September 15, 2011 Renee Albersheim and Michael Hunsucker of
13 Qwest/CenturyLink filed Answer Testimony addressing its interpretation of the
14 Settlement Agreement and why Qwest/CenturyLink believes it has not violated
15 any Settlement Agreement terms, the use of the legacy repair OSS and its
16 associated hardware and software issues, the planned MTG implementation and
17 how MTG has been managed through the CMP process.

18 **Q. PLEASE EXPLAIN WHY STAFF DID NOT FILE ANSWER**
19 **TESTIMONY.**

20 **A.** As this docket is a complaint propounded by a sophisticated telecom provider
21 against another sophisticated telecom provider rather than an application or other

1 docket initiated by a single provider, Staff believed it was necessary and prudent
2 to understand the positions and obtain detailed information from both sides prior
3 to determining if any “value added” analysis and information needed to be
4 provided to the Commission. Upon review of the Direct and Answer Testimony
5 of the parties, Staff believes is necessary to provide the following information for
6 the record in this docket.

7 **Q. WHAT IS THE PURPOSE OF YOUR CROSS ANSWER TESTIMONY?**

8 **A.** The purpose of my testimony is to respond to the Answer Testimony of
9 Qwest/CenturyLink witnesses Michael Hunsucker and Renee Albersheim. I
10 specifically address Staff’s interpretation of the Qwest/CenturyLink merger
11 Settlement Agreement with Integra and PAETEC on changes to Qwest OSS. I
12 also address the potential impact of the hardware and software stability risk of
13 CEMR and MEDIACC. Finally, I provide recommendations regarding the
14 implementation of MTG as well as steps necessary to ensure the stability of
15 CEMR and MEDIACC during the settlement commitment timeframe.

16 **Q. PLEASE SUMMARIZE STAFF’S CONCLUSIONS AND OVERALL**
17 **RECOMMENDATIONS.**

18 **A.** The lack of Qwest/CenturyLink diligence and coordination between its
19 Wholesale organization, IT organization and merger planning and
20 implementation teams created an unfortunate conundrum and otherwise

1 unnecessary debate regarding the deployment of an important technical upgrade
2 of its wholesale repair OSS and the ongoing maintenance of its existing
3 wholesale repair OSS. Qwest/CenturyLink had ample time prior to the merger to
4 upgrade or change out the OSS (had it funded the project) and to identify and
5 document a “carve-out” for MTG as a replacement for CEMR/MEDIACC during
6 merger settlement negotiations. However, it did not take these actions but has
7 partially remedied the situation by extending the availability of CEMR and
8 MEDIACC for the committed timeframe in both the Colorado Settlement
9 Agreement and the FCC merger terms and conditions.¹ Staff does not believe
10 there is explicit language in the Settlement Agreement requiring the 180 day
11 notification and development window to begin only after the 30 month period
12 expires. However, Staff also believes that Qwest/CenturyLink will have to
13 repeat many of the implementation steps for MTG beginning no sooner than
14 October 2013 with a 270 day notice.² Per the Settlement Agreement, Staff
15 believes that the CLECs are protected against premature deployment and systems
16 problems through the terms in the Settlement agreement which allows them by
17 majority vote to *NOT* deploy MTG.

18 Additionally, the following actions should be required of
19 Qwest/CenturyLink in order to assure the stability of CEMR and MEDIACC

¹ In the Matter of Applications filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer Control; WC Docket No. 10-110, *Memorandum Opinion and Order* 11-47, Page 30, paragraph IV(A)(1).

² See Ms. Bonnie Johnson’s Exhibit No. BJJ-3.

1 **Q. WERE YOU INVOLVED IN THE MERGER SETTLEMENT**
2 **AGREEMENT NEGOTIATIONS BETWEEN QWEST/ CENTURYLINK**
3 **AND INTEGRA?**

4 **A.** Staff was not a signatory to the Settlement Agreement. However, as Telecom
5 Section Chief of the PUC staff, I was involved in several negotiation sessions
6 prior to Qwest/CenturyLink and Integra deciding to negotiate solely among
7 themselves to achieve a regional settlement. After that point Staff was not
8 directly involved in the negotiations but requested to see the signed settlement as
9 soon as available. As Trial Staff involved in the Qwest/CenturyLink merger
10 docket, I indicated to the parties at that time, that they risked Staff not concurring
11 that the Settlement Agreement was sufficient for Staff to support a position that
12 the merger was in the public interest by not including Staff in those discussions.
13 However, Staff reviewed the final settlement and determined that it was on
14 balance, fair and in the public interest. Although the CLEC settlement was
15 missing some detailed components that Staff would have both suggested and
16 preferred, Staff recognized that these were sophisticated parties, who may or
17 may not have thought of those details, but took that risk by not including some
18 specific provisions that Staff might have presented to them at that time.

1 **Q. WERE ANY OF THE COMPONENTS STAFF FELT WERE MISSING**
2 **FROM THE AGREEMENT RELEVANT TO THE ISSUE IN THIS**
3 **DOCKET?**

4 **A.** Yes. Staff would have preferred that specific language be included that
5 addressed the situation that allowed for contingencies such as when a systems
6 change that made “sense” would have the opportunity to be developed and
7 implemented on a mutually agreeable schedule. Due to the timing of the
8 conclusion of the negotiations vis-à-vis the merger hearing and the fact that the
9 parties were otherwise in agreement as noted above, Staff chose not to compel
10 the Commission to address the issue and believed that the existing language by
11 default provided an opportunity for such development.

12 **Q. DO YOU AGREE WITH THE SETTLEMENT AGREEMENT**
13 **INTREPRETATION PROVIDED ON PAGE 4 LINES 15-18 OF THE**
14 **ANSWER TESTIMONY OF MR. HUNSUCKER?**

15 **A.** Partially, I do not believe the concerns of the CLECs were limited to just the
16 replacement of Qwest OSS with CenturyLink OSS as stated by Mr. Hunsucker
17 on pg. 5 lines 9-15 of his Answer Testimony. I believe the CLECs and Staff
18 were also concerned with having a stable OSS and operational environment that
19 was not impacted by any merger integration activities, including but not limited
20 to whether those changes were personnel downsizing, organizational and
21 structural changes, operational process changes, or system changes.

1 In Section 5 of Mr. Hunsucker’s testimony, he continues to argue that the
2 CLEC concerns during negotiations were in reference to replacement of Qwest
3 legacy systems with CenturyLink legacy systems. Staff’s understanding was
4 more comprehensive as discussed above. Staff interprets the Settlement
5 Agreement to mean that just as there is not explicit language in the Settlement
6 Agreement per Qwest/CenturyLink’s interpretation precluding the development
7 of new additional OSS, there is also not explicit language qualifying the OSS
8 under the terms of the Settlement Agreement to only those subject to be replaced
9 by a legacy CenturyLink system.

10 **Q. ON PAGE 6, LINES 12-14 OF MR. HUNSUCKER’S ANSWER**
11 **TESTIMONY HE INDICATES THAT THE CLECS’ ADVOCACY FOR**
12 **RETENTION OF THE CMP PROCESS IS CLEARLY INCONSISTENT**
13 **WITH THE CLECS POSITION OF “NO CHANGE” IN THIS**
14 **COMPLAINT. DO YOU AGREE?**

15 **A.** No, it is not inconsistent. Staff understands that CMP serves many purposes, far
16 beyond the issue of replacement or discontinuance of OSS, including but not
17 limited to, any product, process and systems notifications impacting CLECs that
18 is vital to the day to day stability of a CLECs business.⁵ Therefore, there are
19 reasons to retain the CMP regardless of the CLECs position in this docket on the
20 matter of the timing of implementing a new OSS. In fact, Staff believes that the

⁵ See description of Qwest CMP process at: <http://www.centurylink.com/wholesale/cmp/index.html>
(accessed October 28, 2011).

1 CLECs proceeded with this complaint due to Qwest’s initial notice to retire
2 CEMR/MEDIACC through the CMP process and only after the threat of such
3 complaint did Qwest/CenturyLink issue a CMP withdrawal notice indicating that
4 the OSS would remain available. Staff interpreted and continues to interpret the
5 language at issue here, and contained in the Settlement Agreement, on its face as
6 an addition to, not contradictory to, the existence of the existing CMP.

7 **Q. ON PAGE 8, LINES 1-3 MR. HUNSUCKER INDICATES THAT THE**
8 **COMPANY WILL FOLLOW THE STEPS OUTLINED IN THE**
9 **SETTLEMENT AGREEMENT WHEN AND IF IT DECIDES TO**
10 **“RETIRE OR REPLACE” THE SYSTEM. DO YOU BELIEVE QWEST**
11 **HAS ALREADY MADE THIS DECISION?**

12 **A.** Yes. Qwest had already acknowledged through CMP notifications and other
13 correspondence that it will replace and retire CEMR/MEDIACC and has
14 provided the timeline it believes complies with the Settlement Agreement.⁶

⁶ See Ms. Albersheim’s Exhibit Nos. RA-1, RA-2, RA-5, RA-7, RA-11. See Ms. Johnson’s Exhibit Nos. BJJ-1, BJJ-2, BJJ-7, BJJ-8, BJJ-9, BJJ-10, BJJ-26 and BJJ-40.

1 **Q. WHAT ARE QWEST/CENTURYLINK OBLIGATIONS UNDER THE**
2 **SETTLEMENT AGREEMENT REGARDING THE REPLACEMENT OR**
3 **INTEGRATION OF THE WHOLESALE LEGACY QWEST OSS?**

4 **A.** The Colorado Settlement Agreement at paragraph 12 outlines the specific
5 requirements for replacement and integration of wholesale legacy Qwest OSS.
6 The language generally provides for a two year moratorium or a July 1, 2013
7 date, whichever is later, and notice to parties, including the Commission, of the
8 change at least 270 days prior to the replacement or integration.⁷ Additionally
9 the FCC set forth merger terms and conditions for wholesale OSS outlined in
10 Appendix C of its order that require Qwest to not replace or integrate its OSS for
11 at least 30 months following the Merger closing date and to notify parties
12 including the Commission of its proposed transition plan and seek input from
13 affected wholesale customers at least 180 days before the replacement or
14 integration.⁸ The conditions imposed by the FCC apply to all Qwest ILEC states
15 including Colorado and are in addition to and not contradictory with this
16 Commission's requirements. Therefore, with the Merger implementation date of
17 April 1, 2011, Qwest may replace or integrate its OSS (*i.e.*, retire
18 CEMR/MEDIACC) before October 7, 2013 and must notify affected parties and

⁷ See Ms. Johnson's Exhibit No. BJJ-3, Page 9, paragraph 12.

⁸ In the Matter of Applications filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer Control; WC Docket No. 10-110, *Memorandum Opinion and Order* 11-47, pages 30-31, paragraph IV (A), pages 30-31.

1 take additional required steps by January 10, 2013 to achieve an October 1, 2013
2 deployment.

3 **Q. ARE THERE ANY OTHER TERMS IN THE SETTLEMENT**
4 **AGREEMENT RELEVANT TO THIS ISSUE?**

5 **A.** Yes. Paragraph 12(c)(i) of the Settlement at page 10 requires the parties to
6 jointly develop acceptance testing criteria, provide for a testing window of 120
7 days or longer if documented in CMP, and most importantly allow for a vote of
8 the CMP participants regarding “sufficient acceptance of a replacement” OSS
9 subject to dispute resolution if required by the Commission. This term is
10 extremely relevant to the issues in this docket as it provides the CLECs with the
11 ability to determine by majority vote that the new OSS meets the acceptance
12 criteria requirements set forth, regardless of whether the system was already
13 developed for other wholesale customers or is being developed for the first time.
14 However, Staff is concerned that if a CLEC customer decides to avail itself of
15 MTG prior to its required use as a “replacement” for CEMR/MEDIACC, that the
16 “voting” acceptance process not be prejudiced by those CLECs’ early use of the
17 system. Staff recommends that the Commission require only those CLECs who
18 have not previously deployed the system to participate in the acceptance vote.
19 This way neither side is harmed by the “pre-existence” of the system.

1 **Q. ON PAGE 10, LINES 13-18 OF MR. HUNSUCKER’S ANSWER**
2 **TESTIMONY HE INTRODUCES THE CONCEPT OF A “FORCE**
3 **MAJEUR” EVENT. DO YOU BELIEVE THERE IS LANGUAGE IN THE**
4 **SETTLEMENT AGREEMENT OR OTHERWISE THAT PERTAINS TO**
5 **DISCONTINUANCE OF CEMR AND MEDIACC AND PERMITS SUCH**
6 **AN “OUT” TO THE SETTLEMENT AGREEMENT?**

7 **A.** No. I am not aware of such language in either the Settlement Agreement or
8 CMP. I interpret the assumed potential “force majeure” event to be tied to the
9 current hardware and software manufacturer discontinuance situation existent
10 with CEMR and MEDIACC. I do not believe that such situation can constitute a
11 “force majeure” event. Qwest determined what it believed was the appropriate
12 hardware and software platform for CEMR and MEDIACC many years prior to
13 the existence of the Merger and the Settlement Agreement. Qwest has had
14 plenty of opportunity to upgrade the hardware and software to different
15 platforms and/or otherwise create a stable environment through a backup or
16 failover plan prior to the Merger. As an alternative option, Qwest could have
17 replaced the system altogether prior to the Settlement Agreement. Information
18 provided by Qwest/CenturyLink in this docket shows that Qwest issued a CMP
19 notice in 2008 to replace CEMR/MEDIACC, which notice was subsequently
20 deferred in 2009.⁹ Although no official reason was cited, I assume that Qwest
21 chose to defer spending financial resources on the replacement at that time. To

⁹ See Ms. Johnson’s Exhibit No. BJJ-8.

1 imply that an unrecoverable systems crash constitutes a “force majeure” event
2 would be disingenuous. I discuss the specific issue of the CEMR and
3 MEDIACC current hardware and software risks later in my testimony.

4 **III. QWEST WHOLESALE REPAIR OSS RISKS**

5 **Q. IN HER ANSWER TESTIMONY ON PAGES 5-8, RENEE ALBERSHEIM**
6 **PROVIDES A BRIEF GENERAL EXPLANATION OF CEMR, MEDIACC**
7 **AND MTG. DO YOU AGREE WITH THESE EXPLANATIONS?**

8 **A.** Yes, the general explanations are consistent with my knowledge and
9 understanding of the interfaces. Confidential Exhibit LMVN-1 provides a
10 comprehensive overview of the wholesale repair flow at Qwest including both
11 the current CEMR and MEDIACC implementations, as well as MTG.

12 **Q. DOES THE SYSTEM FLOW PROVIDED IN CONFIDENTIAL EXHIBIT**
13 **LMVN-1 HELP CLARIFY THE ISSUES BROUGHT FORTH**
14 **REGARDING USE OF THE SYSTEM?**

15 **A.** Yes. The diagram depicts how and where MTG is and isn't a replacement for the
16 CEMR and MEDIACC. The diagrams also show that CEMR/MEDIACC and in
17 the future MTG, are not used by Qwest for itself. In fact Qwest personnel are
18 only involved in the wholesale repair process through downstream systems for
19 repair testing purposes.

1 **Q. MS. ALBERSHEIM ON PAGE 7, LINES 6-15 OUTLINES WHY QWEST**
2 **CHOSE TO DEVELOP A NEW B2B INTERFACE RATHER THAN**
3 **UPGRADE MEDIACC. DO YOU BELIEVE THE ALTERNATIVES ARE**
4 **MUTALLY EXCLUSIVE?**

5 **A.** No, the alternatives are not mutually exclusive. I will discuss in more detail later
6 in my testimony why I believe that the Merger Settlement Agreement terms
7 compel Qwest/CenturyLink to take steps to assure the stability of the existing
8 CEMR/MEDIACC systems in addition to the creation of a replacement system.
9 However, that being said, I believe that Ms. Albersheim appropriately
10 characterizes several key drivers for replacement of MEDIACC using a new
11 computer communications protocol. Qwest's response to a Staff data request
12 further details the role of XML in the evolving systems environment.¹⁰

13 A key additional driver influencing the migration to MTG using XML is
14 the request to do so by non-CLEC wholesale customers of Qwest. Additionally,
15 several CLECs, including PAETEC and tw telecom, utilize XML internally and
16 for their repair interface with other ILECs such as Verizon. This however does
17 mitigate the need to adhere to the terms of the Settlement Agreement or diminish
18 the resource requirement that will need to be expended by the CLECs to migrate
19 to MTG. CLECs have estimated costs for XML implementations ranging from
20 approximately \$100,000 to over \$500,000.¹¹

¹⁰ See Staff Data Request 01-013 attached as Exhibit LMVN-2.

¹¹ See Staff Data Requests 01-03 and 01-04 attached as Confidential Exhibit LMVN-3.

1 **Q. ON PAGE 9, LINES 3-20 OF HER ANSWER TESTIMONY MS.**
2 **ALBERSHEIM DESCRIBES MERGER SETTLEMENT “RIGHTS”,**
3 **“RISKS”, AND “ASSURANCES” WITH REGARD TO A MIGRATION**
4 **TO MTG. DO YOU AGREE WITH MS. ALBERSHEIMS**
5 **ASSESSMENT?**

6 **A.** I agree that Qwest must and has published a schedule¹² that mirrors and largely
7 repeats the process that will be undertaken in the initial development of MTG,
8 absent development, if no new changes are required. This process affords the
9 CLECs, generally, the opportunity to assure that the system deployed is
10 operational, sustainable and otherwise replicates the functionality of the existing
11 CEMR/MTG systems.

12 **Q. WHY DOES STAFF BELIEVE THE DUAL PATH FOR DEVELOPMENT**
13 **OF MTG AND THEN A SUSEQUENT CLEC MIGRATION IS**
14 **ACCEPTABLE?**

15 **A.** On the upside, the migration to MTG is essentially a “technology” conversion
16 and not the development of new functionality, which should reduce the
17 development and implementation risks for both sides. In fact, Qwest converted
18 its wholesale CLEC ordering system from EDI to XML a few years ago. And
19 although not without some bugs and enhancements required, there was relatively

¹² See Ms. Albersheim’s Exhibit RA-7.

1 little noise with the conversion.¹³ Additionally, there is some benefit to having
2 the MTG system operational for a period of time to work out any issues prior to
3 required conversion by all CLECs, which should make the transition to the
4 system run more smoothly.

5 **Q. WHAT ARE THE FORESEEABLE PROBLEMS WITH THIS**
6 **MIGRATION AT THIS TIME?**

7 On the downside, the CLECs have a legitimate concern that once MTG is
8 developed, Qwest may be more averse to making changes where the CLECs
9 perceive the system as problematic. While a good percentage of the system
10 problems should be black and white, some issues may be grey. One developer’s
11 opinion of a “bug” requiring an immediate fix is the next developer’s system
12 “enhancement”. However, this problem can and will be mitigated through the
13 Settlement Agreement condition for joint development of acceptance testing
14 criteria and a majority vote to accept the system by the CLECs. To be clear,
15 Staff does not interpret the phrase “development of acceptance test criteria” and
16 a “majority vote to accept the system” as only pertaining to what Qwest has
17 developed prior to implementation of the Settlement Agreement process but
18 pertains to what is required to replace the existing system functionality in a
19 sufficient technical manner. Staff recommends the Commission be clear on its
20 interpretation of this point in its decision.

¹³ See Staff Data Requests 01-02 attached as Confidential Exhibit LMVN-4.

1 **Q. DO YOU AGREE WITH MS. ALBERSHEIM’S STATEMENT ON PAGE**
2 **14 LINES 8-10 THAT THE CLECS CLAIM THAT QWEST KEEPS**
3 **CHANGING ITS POSITION IS INACCURATE?**

4 **A.** No. Staff has participated in some of the CMP conference calls and been
5 provided copies on several emails between the parties regarding the deployment
6 of MTG and the retirement of CEMR and MEDIACC. While each side has
7 taken care to utilize the steps and methods afforded it through the CMP process
8 and the Settlement Agreement, questions and responses have been crafted by
9 both sides that take into account the status and each party’s position in the
10 pending docket in Colorado and other states. While most of the detailed
11 communications back and forth are not directly related to this complaint, there
12 have been some relevant examples, including but not limited to the following:

- 13 1) The change in position by Qwest from retiring CEMR/MEDIACC
14 based on the theory that the system change “pre-dated” the
15 settlement to then issuing a CMP withdrawal notification and
16 indicating that it will continue to make CEMR/MEDIACC
17 available to CLECs for the 30 months required by the settlement
18 agreement;
- 19 2) The change in acknowledgement of whether the system is used
20 internally or not; and
- 21 3) The degree of stability of CEMR/MEDIACC.¹⁴
22

¹⁴ See Staff Data Requests 01-03 attached as Confidential Exhibit LMVN-5.

1 **Q. HOW AND WHY ARE THESE ISSUES CRITICAL TO THIS DOCKET?**

2 **A.** The change in position to maintain CEMR/MEDIACC through the 30 month
3 period shows Qwest compliance with the Settlement Agreement, stability for the
4 CLEC operations, and eliminating an immediate cost of transition. Clarification
5 that the OSS is not used internally should eliminate CLEC concerns that
6 decisions Qwest makes for its retail operations trump any other obligations
7 including compliance with Settlement Agreement terms. Last and of critical
8 importance is the stability of CEMR/MEDIACC. As Qwest must maintain these
9 systems for a minimum of 30 months and until the CLECs vote affirmatively to
10 migrate to MTG and retire MEDIACC, Qwest must find ways to assure its
11 operational stability. I address the issue of system stability in the next section.

12 **IV. SYSTEM STABILITY**

13 **Q. DOES QWEST OUTLINE VARIOUS ISSUES REGARDING THE**
14 **HARDWARE AND SOFTWARE COMPONENTS OF CEMR AND**
15 **MEDIACC THAT CAUSE INHERENT RISK TO THE STABILITY OF**
16 **THE SYSTEMS?**

17 **A.** Yes. Ms. Albersheim identifies the issues associated with CEMR and
18 MEDIACC in Exhibits RA-2 through RA-4. Specifically, Confidential Exhibit
19 RA-4b generally concludes that CEMR and MEDIACC both have growing
20 levels of hardware and software risks associated with them which need to be
21 addressed but for which there has been no funding. CEMR is at risk only in the

1 sense that it is dependent on MEDIACC for processing of certain repair
2 transactions.

3 **Q. HAS QWEST OUTLINED ANY PLANS TO MITIGATE THE**
4 **POTENTIAL RISKS FOR CEMR?**

5 **A.** For CEMR Ms. Albersheim states on page 24 line 7-12 that it will be an “easy
6 matter” to switch a CLEC to MTG as no development is required and no training
7 is required. It is Staff’s current understanding that CEMR will continue to be
8 available in its current form that interfaces with MEDIACC and also be available
9 and interface with MTG when MTG is deployed. If this is the case, then a
10 CEMR failure due to MEDIACC may be fairly quickly remedied through the use
11 of CEMR that interfaces with MTG. It is less clear in this scenario whether or
12 not there would be any and if so how much down time would be associated with
13 administratively switching to the new application for both the CLEC and Qwest.

14 Staff understands that the current CEMR system runs on fully redundant
15 clustered servers and is alarmed for hardware and software failures.¹⁵ With the
16 deployment of MTG, the risk encountering an unrecoverable system outage is
17 relatively low. However, this does not appear to be the case if CEMR can only
18 rely on its interface to MEDIACC.

¹⁵ *Id.*

1 **Q. DOES QWEST OUTLINE ANY PLANS TO MITIGATE THE**
2 **POTENTIAL RISKS FOR MEDIACC?**

3 **A.** Ms. Albersheim states on Page 23 lines 16-18, that if MEDIACC fails and the
4 CLEC does not have an MTG interface developed it would have to submit repair
5 requests to Qwest via the telephone and that end-user customers would be
6 impacted by slow response time to CLEC requests. The recovery time required
7 for such a disaster would be dictated by the time required to complete
8 development and implementation of the MTG interface either by the company
9 itself or through a third party vendor, or by the CLEC's ability to set up and
10 utilize the CEMR GUI interface as an alternative. Staff understands that some
11 CLECs are also CEMR users, but none the less, a switch to use of the CEMR
12 system will take some time in addition to duplicative input being required by the
13 CLEC for repair tickets into its own front end repair system as well as into the
14 CEMR system.

15 **Q. DOES STAFF BELIEVE THAT CLEC DEVELOPMENT OF THE XML**
16 **BASED MTG INTERFACE IS THE ONLY OPTION TO MITIGATE THE**
17 **RISKS INHERENT IN MEDIACC?**

18 **A.** No. Qwest does not currently have a failover and disaster recovery plan for
19 MEDIACC.¹⁶ While potentially costly and difficult, Qwest currently must
20 maintain its MEDIACC system for 30 month timeframe and should be required

¹⁶ *Id.*

1 to invoke any necessary options that will minimize downtime on the system. At
2 a minimum, these plans should be well documented, available and fully
3 executable if necessary.

4 **Q. HAS ANOTHER ALTERNATIVE BEEN PROPOSED BY THE CLECS**
5 **AS IT RELATES TO THIS PROBLEM?**

6 **A.** Staff also understands that PAETEC has provided an alternative option to
7 Qwest/CenturyLink in the form of an interim interface to be developed by
8 Qwest/CenturyLink that would convert the CLEC CMIP repair transaction to an
9 XML transaction in order to alleviate the current hardware and software risks.
10 Qwest/CenturyLink is analyzing this option but has not yet made a publicly
11 available decision on the viability of this option. Therefore, Staff has no opinion
12 at this time on the sufficiency of the option.

13 **Q. DOES QWEST HAVE A FAILOVER AND DISASTER RECOVERY**
14 **PLAN FOR ITS OWN REPAIR TICKETING SYSTEMS USED FOR ITS**
15 **RETAIL CUSTOMERS?**

16 **A.** Yes. Qwest appears to have such capabilities for both its Repair Call Expert
17 (RCE) and Qwest Repair Expert (RX) OSSs.¹⁷ To not have the same level of
18 service available to the CLECs with regard to the MEDIACC system may
19 indicate to Staff some level of risk of discriminatory treatment.

¹⁷ See Staff Data Requests 01-06 attached as Confidential Exhibit LMVN-6.

1 **Q. PLEASE EXPLAIN STAFF’S CONCERNS OVER POSSIBLE**
2 **DISCRIMINATORY TREATMENT.**

3 **A.** Section 251 of the Telecom Act requires non-discriminatory access to the ILEC
4 OSS by the CLECs. To the extent an “unrecoverable” event occurs with regard
5 to MEDIACC, and a manual process is required for submittal of repair tickets
6 versus the existence of automated repair capabilities for Qwest/CenturyLink
7 retail business creates a potential violation of the §251 requirement.

8 **Q. DOES QWEST CURRENTLY MEASURE THE STABILITY OF CEMR**
9 **AND MEDIACC IN COLORADO AND IF SO WHAT HAS BEEN THE**
10 **PERFORMANCE RESULTS?**

11 **A.** Qwest no longer measures the stability of CEMR and MEDIACC for Colorado.
12 However, since the OSS are common region-wide and some other legacy Qwest
13 states still require monitoring and reporting, Colorado is able to see the results.
14 Specifically, two performance measures, GA-3 – Gateway Availability – EB-TA
15 (“MEDIACC”) and GA-6 – Gateway Availability – GUI Repair (“CEMR”),
16 each with a benchmark availability goal of 99.25% provide a current view of
17 OSS performance. Qwest appears to have met the benchmark for both OSS for
18 almost all months within the last year although there have been some months
19 with not insignificant outage minutes.¹⁸ While Qwest appears to be managing

¹⁸ See PID results in attached Exhibit LMVN-7.

1 the stability of CEMR and MEDIACC, it none-the-less is at risk for extensive
2 outages based on its own articulation of the hardware and software environment
3 currently in place.

4 **Q. WHAT ACTIONS DO YOU BELIEVE ARE NECESSARY TO ASSURE**
5 **THAT CEMR/MEDIACC REMAIN AVAILABLE UNTIL THE NEW**
6 **SYSTEM IS IN PLACE ACCORDING TO THE TERMS OF THE**
7 **SETTLEMENT AGREEMENT?**

8 **A.** Staff recommends that the Commission require that the Gateway Availability
9 PIDs, GA-3 and GA-6 with accompanying performance penalty payments to be
10 in effect immediately. Staff also recommends that Qwest/CenturyLink
11 document a business continuity and disaster recovery plan for MEDIACC and
12 submitted for comment through CMP and approved by the Commission that
13 includes the potential of implementing the PAETEC option if viable.

14 **V. CONCLUSIONS**

15 **Q. PLEASE SUMMARIZE STAFF'S CONCLUSIONS AND PROVIDE**
16 **STAFF'S SPECIFIC RECOMMENDATIONS.**

17 **A.** Staff concludes that Qwest could have averted the current issue of CEMR and
18 MEDIACC replacement through commitment of resources far in advance of the
19 Merger and that failure to address the situation has placed both Qwest and the
20 CLECs in a conundrum. Staff does not believe Qwest/CenturyLink has violated

1 terms of the Settlement Agreement in so far as it has withdrawn its CMP request
2 to retire CEMR and MEDIACC. Staff also concludes that a migration to XML
3 while requiring resources from all parties is good and necessary. Staff believes
4 however that there are significant risks inherent in the current CEMR and
5 MEDIACC environment that must be addressed as Qwest/CenturyLink is
6 required to maintain these systems at a sufficient performance level for at least
7 30 months.

8 Based on these conclusions, Staff recommends the Commission order the
9 following:

- 10 1) Deny CLEC request to stop development of MTG;
- 11 2) Require Qwest to adhere to the Settlement Agreement timelines
12 and processes including repeating any steps necessary that would
13 be afforded the CLECs had Qwest not previously developed the
14 system;
- 15 3) Clarify that the development of the system testing criteria is not
16 just based on what Qwest has already developed but what is
17 necessary to replicate the current system functionality;
- 18 4) Eliminate the participation of any CLEC who has implemented
19 MTG prior to the 30 month moratorium;
- 20 5) Immediately re-instill the previously required Gateway
21 Availability PIDs GA-3 and GA-6 with penalties as part of the
22 Colorado Performance Assurance Plan (CPAP); and
- 23 6) Require Qwest/CenturyLink to implement a business continuity
24 and disaster recovery plan for MEDIACC; which plan would be
25 available through CMP for comment by the CLECs and also
26 require approval by the Commission.

1 **Q. DOES THIS CONCLUDE YOUR TESTIMONY AT THIS TIME?**

2 **A.** Yes.

APPENDIX A
STATEMENT OF QUALIFICATIONS OF
LYNN M V NOTARIANNI

I have been employed as a Rate/Financial Analyst for the Colorado Public Utilities Commission since December of 2005. I hold a Bachelor of Science in Business Administration degree from the Creighton University, and completed all course work toward a Master of Science degree in Telecommunications in the College of Engineering at the University of Colorado.

As Chief of the Telecommunications Section for the Commission, I supervise six Telecom staff members who among other activities serve as litigation Staff in various telecom proceedings. I oversee the following areas; financial, operational and compliance analysis of all telecom applications, advice letter and petition filings, service quality monitoring, wholesale interconnection issues, administration of the Colorado High Cost Support Mechanism and Low Income Telephone Assistance Plan programs, E-911 regulatory matters including participation in the E-911 Task Force, and the co-ordination of activities with the rural telephone companies and the Colorado Telecommunications Association (CTA). I also represent the Commission in various local, regional and national forums such as the Governor's Broadband Council, the 14-state telecom Regional Oversight Committee (ROC) and the National Association of Regulatory Utility Commissions (NARUC) Telecommunications Staff Committee.

Prior to joining the Colorado PUC, I worked for Qwest and its predecessor, U S WEST, for over 19 years where I held various management positions within the Network, Information Technologies and Wholesale divisions. While at Qwest, I testified in over forty-five proceedings before federal and state regulatory agencies in arbitration cases, rulemakings, complaint, and other proceedings concerning Qwest's conformance with state and federal telecommunications laws and regulations including operations, systems and financial matters. I was also responsible for oversight of the multi-hundred million dollar Qwest wholesale and operations support system

testing effort and provided project management oversight and OSS testimony in the associated regulatory proceedings necessary to gain 271 long distance re-entry.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

DOCKET NO. 11F-436T

INTEGRA TELECOM, PAETEC BUSINESS SERVICES & TW TELECOM OF
COLORADO,

COMPLAINANTS,


V.

QWEST CORPORATION AND CENTURYLINK,

RESPONDENTS

AFFIDAVIT OF LYNN M V NOTARIANNI
STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION

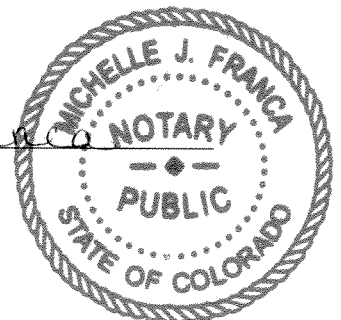
I, Lynn M V Notarianni, being duly sworn, state that the attached testimony and exhibits were prepared by me or under my supervision, control, and direction; that the testimony and exhibits are true and correct to the best of my information, knowledge and belief; and that I would give the same testimony orally and would present the same exhibits if asked under oath.


Lynn M V Notarianni

Subscribed and sworn to before me in the County of Denver, State of Colorado,
this 31st day of October 2011.


NOTARY PUBLIC

My Commission expires: 8/18/12



My Commission Expires 08/18/2012