

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

QWEST CORPORATION)
)
 Complainant,) Docket No. UT-063038
)
 v.)
)
 LEVEL 3 COMMUNICATIONS, LLC;)
 PAC-WEST TELECOMM, INC.;)
 NORTHWEST TELEPHONE INC.;)
 TCG-SEATTLE; ELECTRIC LIGHTWAVE, INC.;)
 ADVANCED TELCOM GROUP, INC D/B/A)
 ESCHELON TELECOM, INC; FOCAL)
 COMMUNICATIONS CORPORATION;)
 GLOBAL CROSSING LOCAL SERVICES INC;)
 AND, MCI WORLDCOM COMMUNICATIONS,)
 INC.)
)
 Respondents.)
 _____)

**REBUTTAL TESTIMONY OF
RHONDA J. EVANS MCNEIL
ON BEHALF OF BROADWING COMMUNICATIONS, LLC**

March 20, 2007

1 **Q. Please state your name, job title, and business address.**

2 A. My name is Rhonda J. Evans McNeil. I am the Senior Manager, Margin Enhancement,
3 for Broadwing Communications, LLC. My business address is 1122 Capital of Texas
4 Highway South, Austin, Texas.

5 **Q. Are you the same Ms. McNeil who submitted direct testimony in this proceeding on**
6 **November 20, 2006?**

7 A. Yes.

8 **Q. What is the purpose of your testimony?**

9 A. In this testimony, I respond to and rebut the testimony offered by Qwest witnesses in the
10 following subject areas:

11 Supporting detail for Broadwing's claim;

12 Whether transit traffic minutes are included in Broadwing's claim;

13 **Q. Should the Commission adopt Mr. Brotherson's suggestion that it should address**
14 **Broadwing's counterclaim from the "bottom up?" (Brotherson at 2).**

15 A. No, Broadwing does not agree with Mr. Brotherson's suggestion. We disagree because
16 Qwest never provided Broadwing with sufficient detail concerning its disputes with
17 Broadwing's invoices. It was not until Qwest submitted its testimony in this proceeding
18 that Qwest put Broadwing on notice of which categories of traffic Qwest was disputing.
19 As we will show in our brief, Qwest has waived its right to dispute the past due amounts
20 "from the bottom up."

21 However, to the extent that the Commission determines Qwest has not waived its right to
22 challenge specific amounts on Broadwing's invoices, I will set fourth the problems with
23 Qwest's position and show why Broadwing's invoices are valid and Qwest must pay

1 them. Using the “bottom up” categories from Mr. Brotherson’s testimony, the elements
2 of Broadwing’s counterclaim are:

- 3 1) Local Reciprocal Compensation disputes;
- 4 2) Intrastate Access Charge dispute;
- 5 3) Interest on the unpaid and disputed charges.

6 **Q. In his testimony, Mr. Brotherson disputes the amount of Broadwing’s counterclaim**
7 **and testifies that Broadwing’s testimony does not provide sufficient detail for Qwest**
8 **to determine all of the components of Broadwing's \$1,235,368.54 claim. (Brotherson**
9 **at 2). Please respond.**

10 **A.** Qwest has in its possession the same supporting detail, in the form of the past invoices
11 from Broadwing, for the charges that are summarized in Broadwing’s Exhibit RJEM-2.
12 Moreover, since the date of Mr. Brotherson’s testimony, this information has been
13 provided in response to Qwest’s Fourth Data Request. In this Response, we established
14 the following:

15 (a) No portion of Broadwing's overall claim for damages in the instant proceeding
16 includes amounts for Qwest's failure to pay for interstate terminating switched access
17 services.

18 (b) No portion of Broadwing's overall claim for damages in the instant proceeding
19 includes amounts for Qwest's failure to pay for interstate originating switched access
20 services.

21 (c) No portion of Broadwing's overall claim for damages in the instant proceeding
22 includes amounts for Qwest's failure to pay for intrastate originating switched access
23 services.

1 (d) \$225,304.60 of Broadwing's overall claim for damages in the instant proceeding
2 represents amounts for Qwest's failure to pay intrastate terminating switched access
3 charges. This claim is based on the amounts disputed by Qwest for toll services provided
4 by Broadwing. Bills sent to Qwest for toll services. However, it also includes universal
5 service charges.

6 (e) If Mr. Brotherson cannot determine the portion of the dispute related to universal
7 service charges (Brotherson at 4, 11-12), it is solely on account of Qwest. With one
8 exception, Qwest failed to designate what portion of the disputed toll charges pertain to
9 access services and what portion pertain to universal service. Qwest specifically disputed
10 \$314.24 of Broadwing's universal service charges on only one invoice - RCD 674001-
11 04149, dated May 28, 2004. Consequently, other than that amount, Broadwing is unable
12 to determine with certainty how much of the outstanding \$225,304.60 relates to switched
13 access charges and how much relates to universal service charges. I should also note at
14 this point that Broadwing does not assess universal service charges on intrastate
15 originating switched access traffic.

16 (f) \$986,724 of Broadwing's overall claim for damages in the instant proceeding
17 represents amounts for Qwest's failure to pay local reciprocal compensation charges. This
18 claim is based on the amounts disputed by Qwest for local transport and termination
19 services provided by Broadwing.

20 (g) \$23,028.08 of Broadwing's overall claim for damages in the instant proceeding
21 represents late charges.

1 A copy of a confidential exhibit that was included with our Response is attached,
2 providing a breakdown of these charges by month, invoice number and element and
3 supporting the total of \$1,235,368.54. (Exhibit RJEM-6C).

4 **Q. Mr. Brotherson testified that Broadwing has overstated the number of minutes of**
5 **local traffic that it has terminated to Qwest because Broadwing has included traffic**
6 **that does not terminate to a Qwest customers, i.e. transit traffic that Qwest routes to**
7 **a third party carrier. (Brotherson at 6 - 11) Is this true?**

8 **A.** No. Broadwing has a process for identifying transit traffic and separating it from Qwest
9 terminated traffic. As explained in its Response, Broadwing's switch generates call data
10 records that contain the calling party and called party numbers, which we refer to in the
11 vernacular as "ANIs." No intermediate transiting information is included in the call data
12 record. Using industry databases, the origination and termination ANIs are queried to
13 determine the Operating Company Number ("OCN") that is associated with each ANI.
14 In order to determine the originating and terminating OCNs, the mediation process uses
15 the following logic: For the originating end of the call, if the originating LRN is present,
16 it is used. Otherwise, the originating number is used. The NPA-NXX of the originating
17 LRN or originating number is compared to the TPM file from Telcordia to determine the
18 originating OCN. For the terminating end of the call, if the terminating LRN is present, it
19 is used. Otherwise, the terminating number is used. The NPA-NXX of the terminating
20 LRN or terminating number is compared to the TPM file from Telcordia to determine the
21 terminating OCN. All calls are billed based on the OCNs that either originated or
22 terminated the call. Broadwing would only bill Qwest for calls that originated with a
23 Qwest OCN.

1 **Q. Explain the following term used in your previous answer: LRN, TPM, OCN.**

2 **A.** “LRN” stands for Location Routing Number. An LRN is a unique 10-digit telephone
3 number assigned to each switch in a defined geographic area. A switch may have many
4 LRNs assigned to it. The LRN serves as a network address of a particular telephone line.
5 When a carrier routes telephone calls to customers that have transferred their telephone
6 numbers from one carrier to another (number porting), a database query is performed to
7 obtain the location routing number that corresponds to the dialed telephone number. The
8 database query is performed for all calls to switches from which at least one number has
9 been ported. The carrier then would route the call to the new carrier based on the
10 location routing number that has been substituted for the dialed number. LRNs are
11 associated with the actual carrier that terminates a call, as opposed to the dialed number,
12 which is associated with the carrier to whom the number was originally assigned.

13 **Q. Explain the following term used in your previous answer: TPM.**

14 **A.** “TPM” stands for “Terminating Point Master.” TPM is a database administered and
15 maintained by Telcordia Technologies, Inc. that contains rate center and other
16 information used to identify the carrier for call rating, call billing, and call detail records.
17 By referring to the TPM, the carrier responsible for a particular switch can be identified.

18 **Q. Explain the following term used in your previous answer: OCN.**

19 **A.** “OCN” stands for “Operating Carrier Number.” OCNs are administered by the National
20 Exchange Carrier Association and are used as unique identifiers for each
21 telecommunications carrier for purposes of ordering and billing for services. Each carrier
22 is assigned a master OCN for its operations nationwide as well as a separate OCN for
23 every state in which it operates.

1 **Q. Is the mediation process you described above accurate and reliable?**

2 **A.** Yes. As Ms. McNeil stated in her Direct Testimony at 2, we have worked with the
3 accounting firm of KPMG as part of Broadwing's Sarbanes-Oxley compliance to prove
4 that switch data was correctly processed through our billing module. We have key
5 controls to monitor each month's bills which have proved to be accurate and reliable.

6 **Q. Mr. Brotherson testified that Broadwing has overstated the number of minutes of**
7 **intraLATA toll traffic that Qwest has terminated to it because Broadwing has**
8 **included traffic that does not originate with Qwest customers, i.e. transit traffic that**
9 **Qwest routes from a third party carrier. (Brotherson at 6 - 11) Is this true?**

10 **A.** No. For the reasons explained in the previous response, Broadwing is able to distinguish
11 Qwest traffic from other traffic and will only bill Qwest for traffic that originates with
12 Qwest.

13 **Q. Does this conclude your testimony?**

14 **A.** Yes.