

**BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition of Qwest  
Corporation for Arbitration with Eschelon  
Telecom, Inc., Pursuant to 47 U.S.C. Section  
252 of the Federal Telecommunications Act of  
1996**

**DOCKET NO. UT-063061**

**REBUTTAL TESTIMONY  
OF RENÉE ALBERSHEIM  
QWEST CORPORATION**

**Issues: 1-1, 12-64, 12-65, 12-66, 12-67, 12-68, 12-69, 12-70, 12-71, 12-72, 12-73, 12-74, 12-75,  
12-76, and 12-87**

**APRIL 3, 2007**

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1

**I. IDENTIFICATION OF WITNESS**

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

3 A. My name is Renée Albersheim. I am employed by Qwest Services Corporation,  
4 parent company of Qwest Corporation ("Qwest"), as a Staff Witnessing  
5 Representative. I am testifying on behalf of Qwest. My business address is 1801  
6 California Street, 24th floor, Denver, Colorado, 80202.

7

8 **Q. ARE YOU THE SAME RENÉE ALBERSHEIM THAT SUBMITTED**  
9 **DIRECT TESTIMONY ON SEPTEMBER 29, 2006 AND RESPONSE**  
10 **TESTIMONY ON DECEMBER 4, 2006?**

11 A. Yes, I am.

12

13

**II. PURPOSE OF TESTIMONY**

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

15 A. The purpose of my testimony is to respond to rebuttal testimony submitted by  
16 Eschelon witnesses Mr. James Webber, Ms. Bonnie Johnson, and Mr. Michael  
17 Starkey.<sup>1</sup>

18

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<sup>1</sup> The procedural order in this case indicated that the three rounds of testimony should be direct, response and rebuttal. Eschelon's witnesses labeled their second round of testimony, as rebuttal, so all references here will be to Eschelon's rebuttal testimony, filed on December 4, 2006.

1                   **III.       THE CHANGE MANAGEMENT PROCESS (“CMP”)**

2   **Q.   ESCHELON CLAIMS THAT THEIR ICA PROPOSALS HAVE NO**  
3   **IMPACT ON THE CMP.<sup>2</sup> PLEASE RESPOND GENERALLY.**

4   A.   Eschelon’s proposals for the parties' interconnection agreement have no impact  
5       on the CMP if Qwest can reasonably maintain one set of systems, processes, and  
6       procedures for Eschelon and another set of systems, processes, and procedures for  
7       other CLECs. That is simply not the case for the disputes at issue in this  
8       arbitration. Separate systems, processes and procedures create an administrative  
9       burden for Qwest and increase the potential for errors, thereby degrading the  
10      quality of the service that Qwest provides to its CLEC customers. Maintaining  
11      separate systems, processes and procedures is not efficient, results in increased  
12      costs, and at times may not even be technically feasible.

13  
14      If Eschelon’s CMP-related proposals are adopted, in order to maintain a single set  
15      of processes, Qwest will have to seek an ICA amendment from Eschelon before  
16      implementing any change request submitted by CLECs or by Qwest that has an  
17      impact on the related systems, processes or procedures. At best, this onerous  
18      requirement inserts extra steps into the process required by the CMP. At worst,  
19      this burden gives Eschelon the power to veto change requests submitted by other  
20      CLECs through the CMP. No one CLEC should have the ability to prevent other  
21      CLECs from having changes implemented in the CMP.

22  
23   **Q.   YOU MENTIONED COSTS ABOVE. AS A FORMER PROGRAMMER**

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<sup>2</sup> See for example Starkey Rebuttal at page 9.

1           **YOU HAVE SOME EXPERIENCE ESTIMATING THE COSTS OF**  
2           **SYSTEMS CHANGES. WOULD YOU EXPAND ON THE KINDS OF**  
3           **TASKS ASSOCIATED WITH MAKING THE SYSTEMS CHANGES YOU**  
4           **DESCRIBE ABOVE?**

5    A.    Yes. A change to systems generally involves the following steps: analysis,  
6           design, development, testing and implementation. Analysis includes evaluation  
7           of the change requested, and a determination of all of the specific requirements of  
8           the change. During the design phase, a determination is made as to how best to  
9           meet the requirements of the change. Generally this involves choosing between  
10          altering existing computer programs, creating new programs to integrate with  
11          existing programs, or when required, reprogramming the entire application to  
12          accomplish all requirements. During development, the actual programming  
13          changes are made. The next step is testing. Testing is usually done in phases.  
14          The first phase will test the new or changed programs to ensure they work  
15          properly. The next phase will integrate the new or changed programs into the  
16          larger application. The application will be tested internally to make sure that it  
17          still works properly. The last phase of testing involves using the application with  
18          production data to ensure that the changes have no negative impacts on the  
19          systems the application works with. If any stage of testing fails, further  
20          development work may be required. After additional development is completed,  
21          testing starts over again. The change will not move forward to implementation  
22          until it successfully completes all phases of testing. The last phase is  
23          implementation. This often involves a test period in which the people who use  
24          the application test the new version to make sure it works properly and that it  
25          meets the requirements of the original change request. Upon end-user

1 acceptance, the change is considered complete.

2

3 **Q. HOW WOULD ONE ESTIMATE THE COST OF MAKING A CHANGE**  
4 **DESCRIBED ABOVE?**

5 A. The cost for each of the steps discussed above can be measured as a labor rate  
6 multiplied by the number of labor hours required to complete each step. For  
7 example, if the labor rate applied to this work is \$60 per hour, and the steps for  
8 the change can be completed with 100 man hours of effort, generally the time  
9 required for a very basic programming change, it will cost \$6,000.

10

11 **Q. ARE THE COSTS OF MAKING A CHANGE THE ONLY COSTS TO**  
12 **CONSIDER?**

13 A. No. One must also consider the cost of maintaining the change, especially if it is  
14 made for one end-user and not for all others. Going forward, any time the  
15 application is changed, one must make sure that all subsequent changes work for  
16 the one end-user, and for all the other end users. This adds time, and therefore  
17 costs to all phases of development for all changes going forward.

18

19 **Q. WITH REGARD TO QWEST'S OSS, YOU HAVE ARGUED THAT**  
20 **INCREASED COMPLEXITY RESULTS IN A GREATER POSSIBILITY**  
21 **FOR ERRORS. CAN YOU EXPAND ON THAT?**

22 A. Yes. As computer programs become more complex, it becomes more difficult to  
23 anticipate the impact a change can have on these programs. Programmers will try  
24 to come up with test scenarios to encounter all possibilities, but sometimes they are  
25 not successful. So when programs are more complex, the full impact of changes,

1 including impacts to other applications or systems, may not be discovered until  
2 after the change is implemented. In a worst case scenario, this can result in a  
3 significant slow down in system response time, or worse it can result in system shut  
4 down.

5  
6 **Q. DOES INCREASED COMPLEXITY IMPACT HUMAN PROCESSES AS**  
7 **WELL AS SYSTEMS PROCESSES?**

8 A. Yes. For example, a service delivery coordinator who must manually process a  
9 CLEC order will be more efficient and accurate if typing that order is standardized.  
10 Every variation in how that order must be typed increases the complexity of the  
11 process, and increases the likelihood of errors.

12  
13 **Q. WILL ESCHELON'S PROPOSALS, SUCH AS FOR JEOPARDY NOTICES,**  
14 **RESULT IN ADDED COMPLEXITY?**

15 A. Yes. In the specific example of jeopardy notices, Eschelon wants this Commission  
16 to believe that Qwest can maintain jeopardy notice requirements specific to  
17 Eschelon, and allow the CMP to maintain separate jeopardy notice requirements for  
18 all other CLECs. Qwest's jeopardy notices are created by a series of computer  
19 programs. Eschelon's proposed ICA language would require Qwest to maintain  
20 two separate sets of computer programs.

21  
22 **Q. MR. STARKEY CLAIMS ON PAGE 13 AND IN SEVERAL OTHER**  
23 **PLACES IN HIS REBUTTAL TESTIMONY THAT ESCHELON'S**  
24 **PROPOSALS REFLECT THE STATUS QUO. IS HE CORRECT?**

25 A. No. Eschelon's proposals for service intervals (Issue 1-1), acknowledgement of

1 mistakes (Issue 12-64), expedited orders (Issue 12-67), jeopardies (Issue 12-71),  
2 and controlled production testing (Issue 12-86) do not reflect Qwest's current  
3 operating procedures. If these proposals are accepted, Qwest will be forced to treat  
4 Eschelon differently than it treats all other CLECs, or Qwest will be forced to  
5 change its operations to be consistent with Eschelon's contract, thereby affecting  
6 the operations of other CLECs.

7  
8 **Q. ESCHELON WITNESS MS. JOHNSON INTRODUCED A NUMBER OF**  
9 **EXHIBITS REGARDING NEGOTIATION LANGUAGE IN HER**  
10 **REBUTTAL TESTIMONY. PLEASE RESPOND GENERALLY.**

11 A. Eschelon submitted Ms. Johnson's exhibits and Mr. Starkey's discussion  
12 concerning Ms. Johnson's exhibits in response to a statement I made at the  
13 beginning of the Section 12 discussion in my Direct Testimony. My statement  
14 was, "Eschelon proposed a new version of section 12 and negotiations were based  
15 on Eschelon's rewrite of the section." My testimony made no other claims with  
16 regard to Eschelon's new version of Section 12. Eschelon's witnesses go to some  
17 lengths to try and demonstrate that Qwest insists on using its own language and  
18 does not allow CLEC input. Eschelon's re-write of Section 12 and the parties'  
19 negotiation of Section 12 illustrate exactly the opposite.

20  
21 **Q. ARE THERE ANY FACTUAL ERRORS IN ESCHELON'S DISCUSSION**  
22 **OF NEGOTIATION LANGUAGE?**

23 A. Yes. While the errors are not relevant to the issues at hand, they reflect  
24 Eschelon's global effort to portray Qwest as a bad actor. Setting the factual  
25 record straight, first, Eschelon claims that CLEC forums used to be held in which



1 Qwest discussed proposed changes to contract language.<sup>3</sup> CLEC forums were not  
2 for the discussion of contract language but for discussion of processes and  
3 procedures, and to serve as an outlet for additional training and information.  
4 The last two forums for this purpose for CLECs were held in June 2005, and July  
5 2005. The forum venue has changed. Qwest can no longer afford to host CLEC  
6 representatives at a hotel like it did in 2003.

7  
8 **Q. MR. STARKEY ARGUES THAT THE COMMISSION SHOULD "REJECT**  
9 **QWEST'S NOTION THAT ESCHELON SHOULD CARRY THE BURDEN**  
10 **TO JUSTIFY DEVIATIONS FROM QWEST'S TEMPLATE**  
11 **AGREEMENT".<sup>4</sup> HAS QWEST TAKEN SUCH A POSITION IN THIS**  
12 **ARBITRATION OR IN ANY OTHER?**

13 **A.** No, not at all. However, the negotiations template has proven valuable in the 178  
14 new agreements that Qwest has entered into with other CLECs over the last two  
15 years. Qwest reasonably believes that the existence of these agreements and the  
16 existence of Qwest's processes to act consistently with these agreements is  
17 powerful evidence that the terms of these agreements have been effective.

18  
19 **Q. MR. STARKEY STATES ON PAGE 28 OF HIS REBUTTAL TESTIMONY,**  
20 **"ESCHELON AND OTHER CLECS ALSO NEED A MECHANISM TO**  
21 **COMMENT ON, OR OBJECT TO, PROPOSED QWEST CHANGES AND**  
22 **TO SUBMIT THEIR OWN REQUESTS BECAUSE QWEST CHANGES**  
23 **ARE NOT ONLY INTERNAL TO QWEST BUT HAVE AN EFFECT ON**

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<sup>3</sup> Starkey Rebuttal at page 16 and Johnson Rebuttal at page 6.

<sup>4</sup> Starkey Rebuttal at page 18.

1           **ESCHELON AND HOW IT MAY CONDUCT BUSINESS.” DO YOU**  
2           **AGREE?**

3       A.    Yes. With this comment, Eschelon admits that the CMP serves a critical role. The  
4           CMP gives CLECs the mechanism to which Mr. Starkey refers. Rather than  
5           nullifying the CMP by allowing Eschelon to freeze certain, one-off processes in  
6           place, the Commission should adopt Qwest's proposed CMP-related ICA  
7           language.

8

9       **Q.   MR. STARKEY IMPLIES IN HIS DISCUSSION OF THE CMP THAT**  
10       **BECAUSE PRODUCT AND PROCESS CHANGE REQUESTS ARE NOT**  
11       **VOTED ON IN THE CMP, AS SYSTEMS CHANGE REQUESTS ARE,**  
12       **CLECS NEED GREATER PROTECTION IN THEIR INTERCONNECTION**  
13       **AGREEMENTS AGAINST FUTURE PRODUCT AND PROCESS CHANGE**  
14       **REQUESTS.<sup>5</sup> IS THIS A VALID ARGUMENT?**

15      A.    No. Voting in the CMP does not give CLECs greater protection against changes  
16           caused by systems change requests. What voting does is allow CLECs to  
17           determine the order in which changes will take place. Mr. Starkey has not  
18           described the voting process in the CMP accurately. Budget and system  
19           resources available to implement systems change requests are limited. As a  
20           result, the votes that are taken regarding systems change requests allow the  
21           CLECs to determine which change requests have greater priority, so that they can  
22           be implemented sooner rather than later. The votes do not determine whether the  
23           change request will be implemented or not. Voting is not needed to prioritize  
24           product and process change requests because these requests are limited by the

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<sup>5</sup> Starkey Rebuttal at page 30.

1 same constraints as systems change requests. In other words, if a product or  
2 process change request is accepted into the CMP, Qwest has determined that  
3 resources are available to implement that change request. So Mr. Starkey's  
4 argument that CLECs need greater protection in interconnection agreements  
5 because product and process change requests are not prioritized by a vote is  
6 misplaced. What Mr. Starkey's argument does is highlight Eschelon's true  
7 purpose, which is to freeze processes in place in its interconnection agreement so  
8 the CMP will not be allowed to function as it was intended.

9  
10 **Q. MR. STARKEY CLAIMS ON PAGE 37 OF HIS REBUTTAL TESTIMONY**  
11 **THAT QWEST MISREPRESENTS THE FACTS WHEN IT STATES THAT**  
12 **NO CHANGE REQUESTS DEVELOPED THROUGH CMP HAVE**  
13 **CONFLICTED WITH INTERCONNECTION AGREEMENTS. HAS**  
14 **QWEST MISREPRESENTED THE FACTS?**

15 A. No. To support his argument, Mr. Starkey refers to Qwest notifications as if they  
16 are a hidden smoking gun. But he provides no specific examples of Qwest  
17 notifications whatsoever. Instead, he refers to Eschelon's "CRUNEC" example  
18 and to a complaint proceeding in Arizona. With regard to the "CRUNEC"  
19 example, I explained in my Direct Testimony that Qwest was simply clarifying a  
20 definition. That clarification of the word "conditioning" did not contravene any  
21 ICAs. With regard to the Arizona complaint proceeding, a hotly contested part of  
22 the dispute is what the terms of the ICA at issue mean and how they should be  
23 interpreted. It is Qwest's position that it has never violated the parties' ICA.

24  
25 **Q. MR. STARKEY REFERS TO ATTACHMENTS 5 AND 6 OF ITS CURRENT**

1           **INTERCONNECTION AGREEMENT WITH QWEST IN MINNESOTA AS**  
2           **EVIDENCE THAT QWEST CONSIDERS ‘BUSINESS PROCESS’**  
3           **APPROPRIATE FOR INCLUSION IN INTERCONNECTION**  
4           **AGREEMENTS GENERALLY.<sup>6</sup> HOW DO YOU EXPLAIN THE FACT**  
5           **THAT THERE ARE PROCESSES AND PROCEDURES IN THE ICA?**

6    A.    In Minnesota, Eschelon adopted the original ICA between Qwest and AT&T that  
7           was executed in 1997. The language and attachments to that agreement pre-date  
8           the existence of the CMP and are significantly out of date. As I explained in my  
9           Response Testimony, Qwest agreed in its older contracts to a considerable  
10          amount of process and procedure language. Doing so made compliance with  
11          many varied contractual requirements difficult. Since then, the industry created  
12          the CMP and Qwest has tried consistently to exclude process and procedure  
13          language from its ICAs so that it has uniform practices in place and the CMP can  
14          function efficiently and effectively.

15  
16    **Q.    MR. STARKEY GOES TO SOME LENGTH IN HIS TESTIMONY TO**  
17           **CLAIM THAT QWEST HAS WAFFLED ON ADDRESSING TRO/TRRO**  
18           **RELATED ISSUES IN THE CMP. PLEASE COMMENT.**

19    A.    Qwest has made several attempts to address TRO/TRRO implementation issues in  
20          the CMP, all of which have met with resistance from Eschelon. This includes  
21          Qwest’s effort to implement processes solely for those CLECs who have signed  
22          TRO/TRRO interconnection agreements and TRO/TRRO amendments. These  
23          CLECs need to know how to do business with Qwest under the terms of these  
24          agreements. What Mr. Starkey describes as waffling are really Qwest’s attempts

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<sup>6</sup> Starkey Rebuttal at page 23.

1 to deal with the concerns raised by Eschelon and the reality that many of the  
2 terms at issue are in litigation with a coalition of CLECs led by Eschelon.  
3 Qwest's actions with regard to implementation of the TRO/TRRO requirements  
4 in the CMP demonstrate that Qwest is not and cannot act arbitrarily to implement  
5 changes through the CMP.  
6

7 **Q. AS PART OF ESCHELON'S CRITICISM OF QWEST'S HANDLING OF**  
8 **TRO/TRRO-RELATED ISSUES IN THE CMP, MR. STARKEY REFERS**  
9 **TO "SECRET PCATS". IN THIS ARBITRATION, ESCHELON HAS**  
10 **ATTEMPTED TO ATTACK QWEST'S POSITION WITH REGARD TO**  
11 **THE CMP-RELATED ISSUES IN DISPUTE BY PRESENTING A**  
12 **HANDFUL OF FACTUAL ALLEGATIONS CONCERNING, FOR**  
13 **EXAMPLE, THE PCATS AND CRUNEC. PLEASE RESPOND.**

14 A. Besides distorting the facts associated with these examples, Eschelon holds these  
15 few isolated examples out as the rule in the CMP, rather than the exception. As I  
16 illustrated in my Response Testimony, Eschelon presents just four examples  
17 despite the fact that the CMP handled 1,069 different change requests up to the  
18 date of the filing of my Response Testimony. Eschelon concedes that an  
19 evaluation of the CMP would look much different if the review included all the  
20 examples of issues the CMP handles successfully. At the arbitration hearing in  
21 Minnesota, an attorney for the Minnesota Department of Commerce asked  
22 Eschelon witness, Bonnie Johnson, the following questions in cross examination:

23  
24 Q: I just have one more question...You basically provided exhibits  
25 without textural explanations...[T]he exhibits to your testimony don't  
26 generally concern instances where the CMP process...has worked for  
27 Qwest and Eschelon but, rather, examples of where either that process

1                   hasn't worked or that there continues to be disputes; right?

2                   A:     Correct.

3                   Q:     So we might have a different binder if we were looking at  
4                   examples of where a CMP process was successful?

5                   A:     That is correct.<sup>7</sup>

6

7     **Q.   MR. STARKEY CLAIMS ON PAGES 35 TO 36 OF HIS REBUTTAL**  
8     **TESTIMONY, THAT QWEST HAS NO BASIS TO CLAIM THAT ALL**  
9     **CMP PARTICIPANTS HAVE A SAY IN A CMP DISPUTE.  WHAT IS**  
10    **QWEST'S BASIS FOR THIS CLAIM?**

11    A.   As I discussed in my Direct and Response Testimony, the CMP Document  
12       contains very specific procedures for disputes in the CMP.  These procedures  
13       mandate notice to all CLECs and provide all interested CLECs with the  
14       opportunity to participate.  Eschelon claims that by raising issues in this  
15       proceeding, it has somehow simultaneously raised the issues in the CMP.  That  
16       can't be true because Eschelon has not submitted a change request, an escalation,  
17       a demand for postponement, or pursued any other recourse available to it in the  
18       CMP itself.  As a result, other CMP participants who may have an interest in the  
19       process and procedure issues at stake in this arbitration have no notice and have  
20       no opportunity to comment on how Eschelon's proposals impact their business  
21       operations.  All CLECs are entitled to the same stability and business planning  
22       opportunities that Eschelon claims to seek through its CMP-related proposals in  
23       this arbitration.

24

25    **Q.   MR. STARKEY ARGUES THAT QWEST DOESN'T NEED THE DISPUTE**  
26    **RESOLUTION PROCESS SET FORTH IN THE CMP DOCUMENT**

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<sup>7</sup> MN Hearing Transcript, v. 4, p. 122, lines 11-25 - p. 123, lines 1-2.

1           **BECAUSE “QWEST CAN UNILATERALLY CHOOSE WHAT IT WILL,**  
2           **AND WILL NOT, IMPLEMENT WITHIN CMP.”<sup>8</sup> PLEASE RESPOND.**

3    A.    As I have explained at some length in my Direct and Response Testimony by  
4           citing specific provisions in the CMP Document, Qwest cannot act unilaterally in  
5           the CMP. In redesigning the CMP in 2002, the CLECs ensured that they had  
6           several powerful, effective mechanisms through which they could object to, and  
7           halt, Qwest actions.

8

9    **Q.    DOES THE EXAMPLE CITED BY MR. STARKEY IN SUPPORT OF HIS**  
10           **CLAIM THAT QWEST CAN UNILATERALLY ACT THROUGH THE**  
11           **CMP SUPPORT ESCHELON'S POSITION?**

12   A.   No. Mr. Starkey suggests that because Qwest controls the budget for change  
13           requests submitted in the CMP, Qwest controls the CMP process. But systems  
14           change requests are ranked through a vote of all CMP participants. It is not  
15           Qwest that prioritizes the implementation of changes requested through the CMP.  
16           If systems change requests submitted by Qwest are ranked low by a vote of all of  
17           the participating CLECs, then they are not implemented. Mr. Starkey further  
18           argues that Qwest can manipulate the budget to ensure that certain change  
19           requests will be implemented in spite of their ranking. But that can't be true  
20           because Qwest sets the budget for each IMA release long before the CMP  
21           participants vote to prioritize which change requests will be implemented in each  
22           release.

23

24   **Q.    WHAT OTHER FACTS DISCREDIT MR. STARKEY'S ARGUMENT**

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<sup>8</sup> Starkey Rebuttal at page 33.

1           **THAT QWEST ACTS UNILATERALLY THROUGH THE CMP AND CAN**  
2           **CONTROL THE CMP THROUGH ITS BUDGET?**

3    A.    Qwest has withdrawn 30% of the systems change requests it has submitted in the  
4           CMP because they were ranked too low in the voting process by the CMP  
5           participants. If Qwest could control the CMP process unilaterally, as well as which  
6           change requests are implemented by manipulating the budget, it would not be  
7           withdrawing any of the change requests it desires to have implemented, let alone a  
8           full 30% of them.

9

10                                   **IV.       ISSUE 1-1: SERVICE INTERVALS**

11    **Q.    MR. STARKEY CLAIMS THAT ESCHELON'S PROPOSAL IS**  
12           **IDENTICAL TO SECTION 1.7.1 OF THE SGAT WHICH PROVIDES FOR**  
13           **AN ADVICE ADOPTION LETTER.<sup>9</sup> IS HE CORRECT?**

14    A.    No. First, Eschelon's proposed language is not identical to Section 1.7.1 in the  
15           SGAT. Section 1.7.1 deals with the creation of new interconnection products and  
16           services and has nothing to do with changes to provisioning intervals. Second,  
17           Section 1.7.1 of the SGAT and in Qwest's negotiations template, which is a more  
18           current document, permits amendments to allow CLECs the opportunity to take  
19           advantage of new Qwest product and service offerings. That section has nothing  
20           to do with service intervals. Third, Eschelon is trying to establish a new process  
21           for itself to usurp a process that was already established through the CMP and that  
22           is handled through the CMP. Creating a separate process that mandates the use of

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<sup>9</sup> Starkey Rebuttal at page 45.



1 specific letters in no way "streamlines" the existing service interval process. On  
2 the contrary, it adds unnecessary, burdensome complexity, not to mention a one-  
3 off special process for one CLEC that Qwest must expend extra resources to try to  
4 keep track of in the future.

5  
6 **Q. MR. STARKEY POINTS OUT THAT THE PROCESS FOR ADDING NEW**  
7 **PRODUCTS UNDER THE SGAT IS NOT CUMBERSOME AND DOES NOT**  
8 **REQUIRE MICRO MANAGEMENT.<sup>10</sup> DOES THAT TESTIMONY**  
9 **ADDRESS QWEST'S CONCERNS WITH ESCHELON'S PROPOSAL?**

10 A. No. Qwest's primary concern is about the impact Eschelon's proposal has on the  
11 intervals for existing products. When evaluating this issue, the Commission  
12 should weigh the relative benefits of locking intervals in place as a part of a  
13 proceeding involving Qwest and Eschelon versus the value of having service  
14 interval issues resolved through the CMP. For the reasons discussed throughout  
15 my testimony, Qwest believes that the CMP provides meaningful protections for  
16 CLECs while creating the flexibility to make modifications as the industry  
17 evolves.

18  
19 **Q. MR. STARKEY CLAIMS THAT YOUR CITE TO THE TRO/TRRO DOES**  
20 **NOT SUPPORT YOUR ARGUMENT AT ALL.<sup>11</sup> HOW DOES YOUR**  
21 **REFERENCE TO THE TRO/TRRO SUPPORT YOUR ARGUMENT?**

22 A. The TRO and TRRO are examples of how the industry changes and demonstrate  
23 Qwest's need for the flexibility to respond. Future industry changes, which may

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<sup>10</sup> Starkey Rebuttal at page 46.

<sup>11</sup> Starkey Rebuttal at page 50.

1 result from legal rulings or improvements in technology, for example, may require  
2 service interval changes. No party, not Qwest and not Eschelon, can predict when  
3 or how this will take place. But freezing intervals in Qwest's interconnection  
4 agreement with Eschelon will have the practical effect of hampering, or even  
5 preventing, the implementation of future changes through the CMP because any  
6 such changes will require Qwest to execute interconnection agreement amendments  
7 with Eschelon and any CLECs that have opted into the Qwest-Eschelon  
8 interconnection agreement.

9  
10 **Q. MR. STARKEY STATES ON PAGE 48 OF HIS REBUTTAL TESTIMONY**  
11 **THAT ONLY QWEST CAN UNILATERALLY PREVENT CLECS FROM**  
12 **OBTAINING INTERVAL CHANGES VIA THE CMP. IS THAT TRUE?**

13 **A.** No. I explained in detail in my Direct Testimony and Response Testimony all the  
14 avenues of recourse that CLECs can take through the CMP when one or more of  
15 them object to a Qwest proposed change. These recourses include filing written  
16 comments, escalating the objection to the CMP Oversight Committee, having  
17 implementation of the proposed change postponed through the CMP Document's  
18 detailed process for postponement, and/or seeking dispute resolution or filing a  
19 complaint with a state commission.

20  
21 **V. ISSUE 12-64: ACKNOWLEDGEMENT OF MISTAKES**

22 **Q. ESCHELON BASES ITS POSITION ON THIS ISSUE ON THE RESULT OF**  
23 **A COMPLAINT ESCHELON FILED AGAINST QWEST IN MINNESOTA.**  
24 **WHAT EFFORTS DID QWEST UNDERTAKE AS A RESULT OF THE 2003**

1           **MINNESOTA DOCKET?**

2    A.    In response to Eschelon's Complaint in 2003, Qwest undertook significant efforts  
3           to ensure that it handles wholesale orders in an appropriate manner and in a way  
4           that allows CLECs to compete meaningfully. These efforts are listed in Qwest's  
5           February 2004 Compliance Filing and include such investments as: system  
6           upgrades so retail sales representatives could not access or modify wholesale  
7           orders; adoption of PID-20 to evaluate how accurately Qwest processes LSRs;  
8           development of a quality assurance plan; implementation of a customized training  
9           program; etc. Qwest's implementation of these changes and improvements has  
10          been so effective that since the date of the Compliance Filing Eschelon has never  
11          requested an acknowledgement of mistakes letter from Qwest for a customer. All  
12          of the efforts Qwest undertook to address the issue raised in Eschelon's complaint  
13          demonstrate that Qwest has been proactive in ensuring that such mistakes do not  
14          take place in the future. They demonstrate that there is no need to impose further  
15          contractual obligations upon Qwest as requested by Eschelon.

16  
17    **Q.    IN HIS REBUTTAL TESTIMONY, MR. WEBBER ASSERTS THAT**  
18           **ESCHELON'S PROPOSED LANGUAGE FOLLOWS THE MINNESOTA**  
19           **COMMISSION'S DECISION IN THE 2003 DOCKET.<sup>12</sup> IS THAT TRUE?**

20    A.    No, as I explained in my Response Testimony, the Minnesota Commission's  
21           Order was very specific and the efforts that Qwest undertook so that CLECs can  
22           compete meaningfully were extensive and effective, as demonstrated by the  
23           record that I have described. As I said in prior testimony, the Commission limited  
24           Qwest's obligation to wholesale orders. The scope of the order was limited to

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<sup>12</sup> Webber Rebuttal at page 32.

1 wholesale orders.<sup>13</sup> And as I noted in my response, the ALJ in this arbitration in  
2 Minnesota agreed that the case was limited to wholesale orders.<sup>14</sup>

3

4 **Q. ESCHELON’S WITNESSES CITE EXHIBIT BJJ-36 AS EVIDENCE OF ITS**  
5 **NEED FOR ROOT CAUSE ANALYSIS FROM QWEST. DOES THIS**  
6 **EXHIBIT SUPPORT ESCHELON’S CLAIMS?**

7 A. No. Eschelon’s requests for root cause analysis cited in this exhibit are based on  
8 Eschelon’s erroneous position that Qwest is required to provide an FOC at least a  
9 day before the new due date for orders placed in jeopardy. (See Issues 12-71, 12-  
10 72 and 12-73). Eschelon has asked Qwest to expend resources on root cause  
11 analyses based on a process that is not Qwest's current practice and that Qwest is  
12 not required to follow. Eschelon's exhibit demonstrates how Eschelon’s proposed  
13 language for root cause analysis in the parties' ICA could result in abuse.  
14 Eschelon would be in a position to demand root cause analyses even when such  
15 demands are unreasonable and unwarranted.

16

17 **Q. MR. WEBBER CLAIMS ON PAGE 42 OF HIS REBUTTAL TESTIMONY**  
18 **THAT RECIPROCITY IN A REQUIREMENT TO ACKNOWLEDGE**  
19 **MISTAKES IS NOT NECESSARY BECAUSE OF QWEST’S UNIQUE**  
20 **POSITION IN THE WHOLESALE MARKET. PLEASE RESPOND.**

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<sup>13</sup> *In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures, Order Finding Service Inadequate and Requiring Compliance Filing*; Docket No. P-421/C-03-616; July 30, 2003; p. 9.

<sup>14</sup> *In the Matter of the Petition of Eschelon Telecom, Inc., for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252 (b) of the Federal Telecommunications Act of 1996*, Docket OAH 3-2500-17369-2, MPUC No. P-5340,421/IC-06-768, Arbitrator’s Report, January 16, 2007, at ¶ 208 (“MN Arbitrators Report”).

1 A. Mr. Webber does not acknowledge the fact that there are end users who are  
2 customers of both Qwest and Eschelon. Not all end user customers choose to buy  
3 all of their telecommunications services from one provider. If Eschelon insists on  
4 imposing an obligation regarding acknowledgement of mistakes on Qwest, it  
5 should be willing to undertake the same obligation to acknowledge its own  
6 mistakes to customers who buy services from Qwest as well as from Eschelon.

7

8 **Q. WHAT DID THE ALJS RECOMMEND IN MINNESOTA?**

9 A. No. Mr. Webber claims that Eschelon's position regarding section 12.1.4.1  
10 reflects what the Minnesota ALJs recommended as a final order. But as I noted  
11 above, the ALJs stated:

12

13 Eschelon's language . . . does expand the scope from "mistakes in  
14 processing wholesale orders" to "mistake[s] relating to products and  
15 services provided under this Agreement." To make Eschelon's language  
16 more consistent with the Commission's order, the Commission could  
17 change this phrase in Section 12.1.4.1 to "mistake[s] in processing  
18 wholesale orders."<sup>15</sup>  
19

20 Eschelon's insists on maintaining language with a broader scope. Qwest has  
21 offered to accept the Minnesota ALJs' recommended language for this section in  
22 the parties' Minnesota interconnection agreement.

23

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<sup>15</sup> *In the Matter of the Petition of Eschelon Telecom, Inc., for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252 (b) of the Federal Telecommunications Act of 1996*, Docket OAH 3-2500-17369-2, MPUC No. P-5340,421/IC-06-768, Arbitrator's Report, January 16, 2007, at ¶ 208 ("MN Arbitrators Report").

1                   **VI.       ISSUES 12-65 AND 12-66: COMMUNICATIONS WITH**  
2                                           **CUSTOMERS (CLOSED)**

3   **Q.   ESCHELON PROVIDED TESTIMONY REGARDING THESE ISSUES. IS**  
4       **IT QWEST’S UNDERSTANDING THAT THIS ISSUE IS STILL IN**  
5       **DISPUTE?**

6   A.   No. Qwest understands that the parties have come to agreement on these issues  
7       and that they were no longer in dispute.

8  
9                                           **VII.       ISSUE 12-67: EXPEDITES**

10 **Q.   DO YOU AGREE WITH MR. WEBBER'S DESCRIPTION OF AN**  
11 **EXPEDITE IN THE OPENING TO HIS REBUTTAL TESTMONY**  
12 **ADDRESSING THE ISSUE?**<sup>16</sup>

13 A.   No. This is a service provided by Qwest for design and non-design service that is  
14       superior to what it provides to its own retail end user customers. Expedites are  
15       not UNEs. The United States Court of Appeals for the Eight Circuit made it clear  
16       that the Telecommunications Act does not require ILECs to provide services  
17       superior in quality to that which it provides to itself.<sup>17</sup> The Florida and Kentucky  
18       Public Service Commissions have ruled specifically that expedites are not UNEs.  
19       They ruled that while ILECs must offer non-discriminatory access to expedites,  
20       they are not a Section 251 obligation.<sup>18</sup> Even the North Carolina PUC, which

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<sup>16</sup> Webber Rebuttal at pages 48.

<sup>17</sup> *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000).

<sup>18</sup> See *In re Joint Petition for Arbitration of Newsouth Communications Corp.*, Order, 2006 Ky.

1 Eschelon cites in support of its arguments, ruled that expedites should be offered  
2 on the same terms and conditions as those provided to BellSouth's retail  
3 customers.<sup>19</sup>

4

5 **Q. HOW IS THE SERVICE THAT QWEST OFFERS TO ESCHELON AND**  
6 **OTHER CLECS SUPERIOR TO WHAT IT PROVIDES TO ITS OWN**  
7 **RETAIL END USER CUSTOMERS?**

8 A. Eschelon can obtain orders for high capacity loops expedited by Qwest at rates,  
9 terms and conditions that are superior to what Qwest provides to itself. Qwest's  
10 standard provisioning interval for DS1 and DS3 private lines is 9 days. CLECs,  
11 including Eschelon, can obtain a DS1 capable loop in 5 days, and a DS3 capable  
12 loop in 7 days. Thus, if a customer orders a DS1 capable loop from Eschelon and  
13 wants the line delivered in one day, the order will have to be expedited 5 days,  
14 and it would cost the consumer \$1000 (\$200 per day times 5 days). In contrast, if  
15 the same customer approaches Qwest and orders a DS1 private line (the retail  
16 analog) and wants the line delivered in one day, the order must be expedited 9  
17 days and the cost to the customer is \$1800 (\$200 per day times 9 days). Eschelon  
18 receives superior service.

19

20 **Q. IS IT TRUE, AS DESCRIBED BY MR. WEBBER, THAT QWEST HAD A**  
21 **LONG STANDING POLICY OF OFFERING EXPEDITES AT NO**

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PUC LEXIS 159 at Issues 88 (Ky. PUC, Docket No. 2004-00044, March 14, 2006) and *In Re Joint Petition by NewSouth Communications Corp., Final Order Regarding Petition for Arbitration*, Fla. PUC, Docket No. 040130-TP, Oct. 11, 2005; 2005 Fla. PUC LEXIS 634, at 148.

<sup>19</sup> *In Re NewSouth Communications Corp. et al.*, 2006 WL 707683 \*47 (N.C.U.C. Feb. 8, 2006).

1           **CHARGE AND THEN SUDDENLY CHANGED ITS MIND AND**  
2           **UNILATERALLY STARTED CHARGING ESCHELON AND OTHER**  
3           **CLECS FOR THE SERVICE?**<sup>20</sup>

4    A.    No. Qwest provided expedites for design services under certain defined  
5           circumstances, at no charge for CLECs until it became apparent that CLECs were  
6           gaming the system. Qwest's program became unworkable because of the large  
7           number of illegitimate CLEC expedite requests. As a result, Qwest modified its  
8           expedite service through the CMP. As detailed in my Direct Testimony, Qwest  
9           provided ample advance notice of the changes to the expedite service. Expedites  
10          are a superior service and a majority of CLECs have been willing to enter into an  
11          ICA amendment and pay \$200 per day for the service in other states.

12  
13    **Q.    DOES QWEST OFFER DESIGNED SERVICE EXPEDITES IN**  
14    **WASHINGTON THE SAME WAY IT DOES IN ALL OTHER STATES?**

15    A.    No, not yet. Qwest is diligent about ensuring that it not discriminate against its  
16          customers. The Washington tariff for retail designed services has not yet been  
17          changed to reflect the new process that offers expedites for designed services under  
18          all circumstances when resources are available for \$200 per day. Instead both retail  
19          and wholesale customers in Washington still only have access to expedites for  
20          designed services in certain designated emergency situations. In those emergencies,  
21          designed service expedites are offered for free. Qwest intends to change its retail  
22          tariff in Washington to be consistent with the expedite process in its other states.

23  
24    **Q.    THE WASHINGTON PRIVATE LINE TRANSPORT SERVICES TARIFF**

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<sup>20</sup> Webber Rebuttal at page 50.



1           **PERMITS A CHARGE FOR EXPEDITES. DOES QWEST CHARGE ITS**  
2           **WASHINGTON RETAIL CUSTOMERS FOR EMERGENCY EXPEDITES**  
3           **OF THESE DESIGNED SERVICES TODAY?**

4    A.    No.

5

6    **Q.    MR. WEBBER SUGGESTS ON PAGES 53-54 OF HIS REBUTTAL**  
7           **TESTIMONY THAT QWEST'S NEW EXPEDITE PROCESS IS BASED ON**  
8           **A QWEST NOTICE, NOT ON COVAD'S CHANGE REQUEST. PLEASE**  
9           **RESPOND.**

10   A.    The primary reason for this notice was to ensure parity among all Qwest  
11           customers, wholesale and retail. Qwest's intent was to ensure that all Qwest  
12           customers, whether wholesale or retail, would have access to expedited orders in  
13           the same circumstances and, in the case of expedites for designed services, at the  
14           same rate.

15

16   **Q.    DID ESCHELON HAVE ANY RECOURSE IF IT OBJECTED TO QWEST'S**  
17           **USE OF THE NOTICE DISCUSSED BY MR. WEBBER?**

18   A.    Yes. Eschelon could have asked that the notice be reclassified as a Level 4 change,  
19           thus requiring the submission of a change request.

20

21   **Q.    DID ESCHELON ASK THAT THE NOTICE BE RECLASSIFIED?**

22   A.    No.

23

24   **Q.    MR. WEBBER CLAIMS AT PAGE 58 OF HIS REBUTTAL TESTIMONY**  
25           **THAT QWEST OFFERS EXPEDITES TO ITS RETAIL CUSTOMERS AT**

1           **NO ADDED CHARGE AND REFUSES TO DO SO FOR ITS WHOLESALE**  
2           **CUSTOMERS. IS MR. WEBBER CORRECT?**

3    A.    No, he is not. Mr. Webber supports his assertion by stating, “Qwest’s retail tariffs  
4           specify that Qwest waives expedite charges, as well as other non-recurring  
5           charges, for service restoration to its retail customers following emergency  
6           conditions such as flood or fire.”<sup>21</sup> That language refers to the restoration of  
7           service, in other words, repair. The contract language at issue here does not relate  
8           to repair, it relates to new orders, and whether or not these new orders are to be  
9           expedited. The Arizona Staff evaluated these arguments in Eschelon’s expedite  
10          complaint case, and determined correctly that language regarding repair is  
11          irrelevant to expedites.<sup>22</sup>

12  
13          In its testimony, Eschelon fails to note that: (1) the tariff provisions it cites  
14          concern only restoration of service, which is accomplished by a *repair* ticket, as  
15          opposed to an ASR or LSR for provisioning a circuit, after fire, flood, or other  
16          Act of God; (2) restoration of service is wholly unrelated to expediting an order  
17          for a new loop; and (3) Qwest provides the same terms to CLECs when a CLEC’s  
18          customer is eligible for waiver of non-recurring charges for restoration of service  
19          after a fire, flood, or Act of God. At the arbitration hearing in Minnesota, Qwest's  
20          attorney asked Eschelon’s Mr. Webber, several questions in cross examination  
21          concerning the tariff provisions:

---

22  
<sup>21</sup> Webber Rebuttal at page 58.

<sup>22</sup> See *In The Matter of the Complaint of Eschelon Telecom of Arizona, Inc. Against Qwest Corporation, Direct Testimony of Pamela Genung*, January 30, 2007, at page 28, (“AZ Genung Direct”).

1 Q: ...It says under the heading for "J": "Reestablishment of service  
2 following fire, flood, or other occurrence"; is that right?  
3 A: Yes...  
4 Q: ...And down below it refers again to fire, flood or other  
5 occurrences attributed to acts of God; is that right?  
6 A: Yes.  
7 Q: And it doesn't say anything here about a business's grand  
8 opening event; correct?  
9 A: I believe that's accurate.  
10 Q: And it doesn't say anything here about a new order or a  
11 disconnect in error; is that right?  
12 A: Disconnect in error is not identified here.  
13 Q: What about a new order? ... Do these words appear anywhere in  
14 here...?  
15 A: I don't see them.  
16 ....  
17 Q: And the word expedite doesn't appear anywhere on this page  
18 either; is that right?  
19 A: It doesn't appear to.<sup>23</sup>  
20

21 This exchange illustrates the fact that the retail tariff provisions on which Mr.  
22 Webber bases his claims are for re-establishment of service not for expediting  
23 orders.

24

25 **Q. IN OTHER STATES, ESCHELON HAS OFFERED NEW LANGUAGE**  
26 **REGARDING EXPEDITES. DOES THIS NEW LANGUAGE RESOLVE**  
27 **QWEST'S CONCERNS?**

28 A. No. Eschelon's new language is as follows:

29

30 **12.2.1.2.1 Notwithstanding any other provision of this**  
31 **Agreement, for all products and services under this Agreement**  
32 **(except for Collocation pursuant to Section 8), Qwest will grant**  
33 **and process CLEC's expedite request, and expedite charges are**  
34 **not applicable, if Qwest does not apply expedite charges to its**

---

<sup>23</sup> MN Hearing Transcript, v. 4, p. 62, lines 16-25, p. 63, lines 1-25, p. 64, lines 1-11.

1                   retail Customers, such as when certain conditions (e.g., fire or  
2                   flood) are met and the applicable condition is met with respect to  
3                   CLEC's request for an expedited order.

4  
5           Eschelon's proposed language still lumps expedites under one umbrella in Section  
6           12, and still removes that language from Section 7 for LIS and Section 9 for  
7           UNEs. Eschelon's proposed language still does not distinguish between expedites  
8           for designed services and expedites for non-designed services, and it does not  
9           accurately reflect Qwest's current expedite process. The new proposal requires  
10          Qwest to provide expedites whether or not resources are available. The new  
11          proposal is also vague. It speaks of an "applicable condition" for which an  
12          expedite charge will not apply, but does not define this condition. Qwest's  
13          language clearly distinguishes between the expedite processes for designed and  
14          non-designed services, and only applies expedite charges to designed services.  
15          Qwest's language reflects Qwest's current process, and Qwest's language is  
16          consistent with expedites as they are offered to all of Qwest's customers, retail  
17          and CLEC alike.

18  
19   **Q.   AT SEVERAL POINTS IN HIS REBUTTAL TESTIMONY, MR. WEBBER**  
20   **CLAIMS THAT QWEST HAS CHANGED ITS JUSTIFICATION FOR**  
21   **CHANGES TO THE EXPEDITE PROCESS. HAS QWEST CHANGED ITS**  
22   **POSITION?**

23   A.   No. Qwest has been consistent. Mr. Webber attempts to argue otherwise by  
24          mixing the discussion of whether and how expedites are offered with the  
25          discussion of what rate should apply to expedites. The two topics are separate,  
26          and Qwest's justification for each is separate. Regarding how expedites are

1 offered, Qwest's expedites procedures are the same for CLECs as they are for  
2 Qwest's retail customers. The distinction between expedites for designed  
3 services and expedites for non-designed services applies to all customers, CLEC  
4 and retail alike. For non-design services (POTS services), CLECs and Qwest's  
5 retail customers alike can both obtain an expedited due date under certain, limited  
6 emergency circumstances at no charge. On behalf of Eschelon, expert witness  
7 James Webber conceded this point in cross examination in the arbitration of the  
8 parties' disputed issues in Minnesota:

9  
10 Q: So right now today if one of Eschelon's QPP customers who is  
11 served a POTS-type service has a fire or a flood or medical emergency,  
12 th[en] Eschelon can contact Qwest and request an expedite, th[en]  
13 Qwest will evaluate and Qwest will provide that expedite if resources  
14 are available, for free, correct?

15 A. Yeah, I believe the circumstances ha[ve] to be that Qwest  
16 reviews the circumstance and concurs that the conditions are met.<sup>24</sup>

17  
18 In other words, Qwest's CLEC expedite procedures are in parity with its retail  
19 expedite procedures. And, again, both the Arizona Staff and the Minnesota ALJs  
20 concluded that Qwest's current expedite process is nondiscriminatory.  
21 Regarding the rate for expedited orders, the basis for Qwest's position has not  
22 changed. Expedites are not UNEs. Expedites are a superior service. Therefore,  
23 the rate for expedites should not be cost-based. This is discussed further in the  
24 testimony of Teresa K. Million.

25  
26 **Q. MR. WEBBER CLAIMS THAT THE ADDED COMPLEXITY OF**

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<sup>24</sup> MN Hearing Transcript, v. 4, p. 42, lines 4-13.

1           **DESIGNED SERVICES DOES NOT JUSTIFY A \$200 PER DAY RATE FOR**  
2           **EXPEDITES IN STATES WHERE THAT RATE IS CHARGED.<sup>25</sup> PLEASE**  
3           **RESPOND.**

4       A.   First, the added complexity of designed services does justify the rate, as more  
5           Qwest personnel are involved in the provisioning of designed services, and when  
6           designed service orders are expedited, Qwest must redeploy those personnel to  
7           meet the shorter provisioning intervals for those orders without impact to delivery  
8           of other orders. Second, Mr. Webber is basing his argument on the premise that  
9           the rate for expedites should be cost-based. Again, expedites are not UNEs.  
10          Therefore, it is not appropriate to assess a rate for expedites based on cost. This  
11          issue is discussed at length in the testimony of Qwest witness, Teresa K. Million.

12

13                           **VIII.    SUPPLEMENTAL ORDERS (CLOSED)**

14       **Q.    ESCHELON PROVIDED TESTIMONY ON THIS ISSUE. IS THIS ISSUE**  
15       **STILL IN DISPUTE?**

16       A.   No. Qwest understands that the parties have come to agreement on this issue and  
17           that it is no longer in dispute.

18

19                           **IX.    ISSUES 12-70 AND 12-74: SYSTEM NOTICES (CLOSED)**

20       **Q.    ESCHELON PROVIDED TESTIMONY ON THESE ISSUES. ARE THESE**  
21       **ISSUES STILL IN DISPUTE?**

---

<sup>25</sup> Webber Rebuttal at page 58.

1 A. No. Qwest understands that the parties have come to agreement on these issues and  
2 that they are no longer in dispute.  
3

4 **X. ISSUES 12-71, 12-72 AND 12-73: JEOPARDY NOTICES**

5

6 **Q. IS MR. WEBBER'S CLAIM THAT ESCHELON'S LANGUAGE REFLECTS**  
7 **QWEST'S CURRENT PRACTICE AS AGREED TO IN CMP CORRECT?**<sup>26</sup>

8 A. No, it is not. As I stated in my Response Testimony and on the stand in the  
9 Minnesota hearing on this issue, Eschelon has added the phrase requiring Qwest  
10 to send an FOC "at least a day before" the new due date on the order.<sup>27</sup> This is  
11 not Qwest's current practice and this timing issue with regard to jeopardy notices  
12 was never implemented through the CMP. Eschelon bases its claim on a  
13 statement made during a CMP meeting, but that statement was not a commitment  
14 to deliver an FOC at least a day before the new due date.<sup>28</sup> The evidence  
15 presented by Eschelon regarding the applicable CMP Change Requests shows that  
16 Qwest never made such a commitment. The actual change requests, which were  
17 attached to my Response Testimony include the minutes from the project  
18 meetings.<sup>29</sup> As I will cite below, a review of the meeting minutes associated with

---

<sup>26</sup> Webber at page 84.

<sup>27</sup> Albersheim Response at page 57.

<sup>28</sup> It should be noted that the CMP discussion cited by Eschelon was a discussion of examples of orders that were the results of Qwest-caused jeopardies due to facility unavailability and not Customer-Not-Ready (CNR) jeopardizes that are the focus of Eschelon's proposed contract language.

<sup>29</sup> See Exhibit RA22 - Change Request PC072303-1 and Exhibit RA23 - Change Request PC081403-1.

1 these change requests shows that there was never an explicit request by Eschelon  
2 or an agreement by Qwest to provide "at least a day" or 24 hours notice in  
3 advance of a new due date.

4

5 **Q. WHAT DID ESCHELON ASK FOR IN ITS FIRST CHANGE REQUEST**  
6 **PC72303-1?**

7 A. In the first change request, Eschelon asked that Customer Not Ready ("CNR")  
8 jeopardy notices not be sent before 5 p.m. on the original due date.

9

10 **Q. WHAT WAS THE RESULT OF THE FIRST CHANGE REQUEST?**

11 A. Qwest implemented the change request, and now CNR Jeopardy notices are not  
12 sent until 6 p.m.

13

14 **Q. WHAT DID ESCHELON ASK FOR IN ITS SECOND CHANGE REQUEST**  
15 **PC-081403?**

16 A. In the second change request, Eschelon asked to "Change the jeopardy  
17 notification process to reduce unnecessary jeopardy notices being sent to the  
18 CLEC when the Due Date is not in jeopardy and to improve the overall jeopardy  
19 notification process."<sup>30</sup>

20

21 **Q. WHAT WAS THE RESULT OF THE SECOND CHANGE REQUEST?**

22 A. Qwest made a number of revisions to the jeopardy process including making a  
23 distinction between "critical date jeopardies" and "due date jeopardies", so that  
24 CLECs could know that only "due date jeopardies" could result in late delivery of

---

<sup>30</sup> See Exhibit RA-23 – Expected Deliverable.



1 service. Qwest started systems work to eliminate “critical date Jeopardies” to  
2 avoid the confusion that these notices were creating. Qwest agreed to provide  
3 additional information on a jeopardy within 72 hours if a solution to the jeopardy  
4 was not reached.

5  
6 **Q. DID QWEST PROVIDE DOCUMENTATION DEMONSTRATING THE**  
7 **CHANGES THAT WERE MADE AS A RESULT OF THE CHANGE**  
8 **REQUEST?**

9 A. Yes. As discussed in the change request, attached to my Response Testimony as  
10 Exhibit RA-23, documentation changes were sent to the CLECs. The notice for  
11 these changes was sent on April 12, 2004, and is attached as Exhibit RA-30. The  
12 version of the PCAT showing the redlined changes in process that was identified  
13 in that notice is attached as Exhibit RA-31. Changes to the list of jeopardy codes  
14 made to indicate which jeopardy situations could impact the due date, which was  
15 also identified in the notice, is attached as Exhibit RA-32.

16  
17 **Q. WHAT IS THE SIGNIFICANCE OF THE DOCUMENTS THAT WERE**  
18 **SENT TO THE CLECS?**

19 A. These documents represent the result of change request PC081403-1. The  
20 redlines to these documents are the specific changes made as a result of the  
21 change request.

22  
23 **Q. IS THERE ANY MENTION IN THE REDLINE CHANGES OR**  
24 **ANYWHERE IN THESE DOCUMENTS OF A REQUIREMENT THAT THE**  
25 **FOC ON A JEOPARDY BE SENT AT LEAST A DAY BEFORE THE NEW**

1           **DUE DATE?**

2    A.    No.

3

4    **Q.    DID THE CLECS HAVE AN OPPORTUNITY TO REVIEW AND**  
5           **COMMENT ON THESE DOCUMENTATION CHANGES?**

6    A.    Yes. The notice attached as exhibit RA-30, informs CLECs that they have 15  
7           days to provide comments to the notice at the document review website.

8

9    **Q.    DID QWEST RECEIVE ANY COMMENTS OR CHANGES TO THESE**  
10           **DOCUMENTS VIA THE DOCUMENT REVIEW WEBSITE?**

11   A.    No.

12

13   **Q.    DID ESCHELON PROVIDE EVIDENCE IN THIS STATE THAT IT**  
14           **CLAIMS DEMONSTRATES THE NEED FOR ITS JEOPARDY**  
15           **CONTRACT LANGUAGE?**

16   A.    Yes. Eschelon filed Exhibit BJJ-6 with Ms. Johnson's Direct Testimony. I will  
17           discuss the data in this exhibit further below.

18

19   **Q.    DID ESCHELON PROVIDE ANY ADDITIONAL EVIDENCE IN OTHER**  
20           **STATES TO SUPPORT ITS CLAIM?**

21   A.    Yes. In other states on this issue, Eschelon filed an exhibit listing examples of  
22           orders that were placed in jeopardy for Qwest facility reasons, which did not  
23           receive a subsequent FOC. I have attached the version of this exhibit which  
24           Eschelon filed in Arizona as Exhibit RA-33. I will discuss the data in this exhibit in  
25           further detail below.

1

2 **Q. WHAT ARE THE ADVANTAGES THAT ESCHELON CLAIMS RESULT**  
3 **FROM ITS PROPOSED LANGUAGE FOR JEOPARDY NOTICES?**

4 A. Eschelon claims that 1) customers will receive timely service,<sup>31</sup> and 2) that  
5 Qwest's PIDs will be more accurate as a result of Eschelon's proposed changes.<sup>32</sup>

6

7 **Q. DOES ESCHELON'S PROPOSAL RESULT IN THESE OUTCOMES?**

8 A. No. In fact the evidence provided by Eschelon in Exhibits BJJ-6 and RA-33  
9 demonstrate the contrary. First, Eschelon claims a link between the receipt of an  
10 FOC and the occurrences of CNR jeopardies. Qwest's analysis of Eschelon's  
11 exhibit BJJ-6 on CNR jeopardies, contained in my Response Testimony Exhibit  
12 RA-28, represents a very small portion of the total number of orders Eschelon  
13 places with Qwest, implying that such issues are rare. It also demonstrates that  
14 Qwest works very hard to deliver circuits as quickly as possible after a jeopardy is  
15 resolved even when Eschelon must supplement an order, the designed services are  
16 often delivered in advance of the 3-day interval required for these services.  
17 Eschelon's language will not improve these results.

18

19 Second, the data in Exhibit RA-33, also discussed in more detail below,  
20 demonstrates that Eschelon is not dependent on the FOC to install service, and  
21 that Eschelon is in Communication with Qwest, as over 76% of these orders were  
22 delivered by Qwest and accepted by Eschelon on the original due date, even  
23 though Eschelon did not receive an FOC. And another 6% were delivered by

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<sup>31</sup> Webber Direct at page 113.

<sup>32</sup> See Webber Rebuttal at page 86.

1 Qwest and accepted by Eschelon before the original due date, even though  
2 Eschelon did not receive an FOC.

3  
4 Third, Eschelon's language would impact Qwest's PIDs in spite of Eschelon's  
5 proposal to the contrary. The OP-3 PIDs, which measure whether Qwest delivers  
6 service on time, exclude CNR jeopardies. Since Eschelon's language reduces the  
7 occurrence of CNR jeopardies, Eschelon's language cannot help but impact  
8 Qwest performance on these PIDs.

9  
10 **Q. ESCHELON'S PROPOSAL SUGGESTS THAT ESCHELON NEEDS MORE**  
11 **TIME TO COMPLETE AN ORDER BECAUSE ESCHELON TAKES A**  
12 **FACILITY JEOPARDY NOTICE AS A SIGNAL THAT SERVICE WILL**  
13 **NOT BE DELIVERED ON TIME. IS THAT HOW ESCHELON SHOULD**  
14 **RESPOND TO A FACILITY JEOPARDY NOTICE?**

15 A. No. Nothing in our procedures states that a facility jeopardy notice should be  
16 interpreted as a definite indicator that service will be delivered late. All of our  
17 documents state that the service MAY be delivered late. A jeopardy notice is  
18 NOT a signal to stop working. The CLEC should always complete the work it  
19 needs to do in order to receive service on the original requested due date. Then if  
20 the jeopardy is resolved on the original due date, the CLEC will be ready to  
21 receive service, and service will be delivered on time.

22  
23 **Q. MR. WEBBER CLAIMS THAT YOU STATED AT THE MINNESOTA**  
24 **HEARING ON THIS MATTER THAT THE FOC IS THE ONLY**  
25 **ADEQUATE NOTICE TO A CLEC THAT SERVICE IS READY TO BE**

1           **DELIVERED BY QWEST.<sup>33</sup> DOES MR. WEBBER ACCURATELY**  
2           **DESCRIBE YOUR TESTIMONY?**

3    A.    No. While I did say that the FOC is the official document containing the new due  
4           date, I did not say that it was the only communication between Qwest and the  
5           CLECs. To make it clear what I said, I will quote directly from the transcript:

6  
7           Q    And what Eschelon is saying is, look, if you haven't told us the  
8           circuit is coming, you can't treat that as a CNR jeopardy; right?

9           A    Yes.

10          Q    And Qwest disagrees with that; is that correct?

11          A    We don't disagree with the notion that a CNR jeopardy should be  
12             assigned appropriately.

13          Q    And if the CLEC doesn't have adequate notice that the circuit is  
14             being delivered, adequate notice consisting of an FOC, then you would  
15             agree that a CNR jeopardy is not appropriate; correct?

16          A    Yes.

17          Q    And you would also agree that not only do you need the FOC, but  
18             you need the FOC in enough time to be able to act on it; correct?

19          A    I would agree with that. I would submit, though, that in the  
20             examples provided we only found three cases where we classified a  
21             subsequent jeopardy as a CNR, in error, and that is mostly because the  
22             service was delivered. And communication was happening between  
23             Qwest and the CLEC technicians.<sup>34</sup>

24

25           In addition I responded to the following:

26

27           Q    Are you saying that the CLEC ought to be relying on something  
28             other than the official notice, the FOC that it receives from Qwest, as the  
29             indication of when the circuit is going to be delivered?

30           A    For a formal process, no. But it also doesn't make sense if we're in  
31             communication with each other and the circuit can be accepted not to  
32             install the circuit and have it done on time.<sup>35</sup>

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<sup>33</sup> See Webber Rebuttal at page 85.

<sup>34</sup> MN Tr. Vol. I, p. 94-95.

<sup>35</sup> MN Tr. Vol. 1, p. 96.

1

2

3 **Q. MR. WEBBER CLAIMS AT PAGE 85 OF HIS REBUTTAL THAT QWEST**  
4 **FEELS JUSTIFIED IN IMPROPERLY CLASSIFYING A JEOPARDY AS**  
5 **“CNR” (CUSTOMER NOT READY) EVEN WHEN IT FAILS TO SEND AN**  
6 **FOC. IS HE CORRECT?**

7 A. No. Mr. Webber is not properly characterizing my testimony at the Minnesota  
8 hearing and he is mixing up the facts. Sending an FOC with a new due date for  
9 an order in jeopardy has nothing to do with how the jeopardy is classified in the  
10 first place. To make this clear, let’s look at the sequence of events specifically for  
11 a CNR jeopardy:

12

13

- First, Eschelon places an order for service.

14

- Second, Qwest sends an FOC indicating the original due date for the order.

15

- Third, on the due date, Eschelon is not ready and, as a result, Qwest cannot  
16 deliver the service.

17

- Fourth, Qwest sends a CNR jeopardy notice to Eschelon.

18

- Fifth, Qwest is supposed to send an FOC with a new due date.

19

- Sixth, Qwest delivers the service on the new due date.

20

The above-described events take place when an order is placed in jeopardy

21

because the customer was not ready. Contrary to Mr. Webber’s discussion, the

1 FOC with the new date is not dependent on the classification that was applied to  
2 that jeopardy notice. It would be inappropriate for Qwest to issue a second  
3 jeopardy notice classified as CNR if Qwest had failed to send an FOC with a new  
4 due date. As I testified in Minnesota, Qwest could only find 3 instances out of the  
5 23 examples in which that occurred in the data presented by Eschelon in Exhibit  
6 BJJ-6.

7  
8 **Q. IN THEIR REBUTTAL TESTIMONY, MS. JOHNSON AND MR. WEBBER**  
9 **CITE TO HISTORICAL CHANGE REQUESTS AND ATTACH THEM AS**  
10 **EXHIBIT BJJ-22 TO SHOW THAT THOSE CHANGE REQUESTS DO**  
11 **NOT CONTRADICT ESCHELON'S PROPOSALS.<sup>36</sup> PLEASE COMMENT.**

12 A. Ms. Johnson's and Mr. Webber's arguments are beside the point. I have testified  
13 that CLECs have submitted change requests in the past regarding jeopardy  
14 notices. I have presented this evidence to demonstrate that other participants in  
15 the CMP have desired to make changes to jeopardy notices, and they are likely to  
16 continue to have a vested interest in their ability to make changes to jeopardy  
17 notices in the future. Eschelon's mention of the fact that past change requests do  
18 not contradict the current form and content of jeopardy notices is irrelevant. No  
19 one, not Qwest and not Eschelon, can predict what changes the industry will seek  
20 or need to make to jeopardy notices. The inability to predict future changes does  
21 not preclude the possibility that changes may be requested. If Eschelon's  
22 language is accepted, Qwest will not be able to implement changes to jeopardy  
23 notices requested in the CMP without first obtaining Eschelon's agreement via an  
24 ICA amendment. At the very least, this will slow the CMP process, and at worst,

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<sup>36</sup> See Johnson Rebuttal at page 9 and Webber Rebuttal at page 91.

1 if Eschelon does not agree, it will prevent the change from being implemented.

2

3

4 **Q. ESCHELON'S WITNESSES REFER BACK TO EXHIBIT BJJ-6 AS AN**  
5 **ACCURATE REPRESENTATION OF QWEST'S ERRORS WITH**  
6 **REGARD TO ORDERS IN JEOPARDY. DO YOU AGREE?**

7 A. No. Eschelon bases its analysis of these orders on its erroneous assumption that  
8 Qwest must submit an FOC for an order in jeopardy at least a day before the new  
9 due date.<sup>37</sup> As I have said before, that is not Qwest's current practice and it was  
10 never implemented through the CMP. Therefore, Eschelon's analysis is incorrect.  
11 The same is true for the data sent to Eschelon's service team at Qwest, cited in  
12 Eschelon's Exhibit BJJ-26.

13

14 **Q. ESCHELON'S WITNESSES DISCUSS QWEST'S RECENT**  
15 **UNWILLINGNESS TO CONTINUE RESPONDING TO ESCHELON'S**  
16 **CLAIMS REGARDING JEOPARDY ERROR DATA. PLEASE RESPOND.**

17 A. Eschelon's service management team at Qwest has found it fruitless to continue  
18 to respond to Eschelon's data because Eschelon presents the data on the premise  
19 that FOCs must be sent at least a day before the new due date. This is not now  
20 and has not been Qwest's practice and it is not a requirement. Thus, it is pointless  
21 for Qwest to continue to try respond to Eschelon's data, because Eschelon's data  
22 has always been presented based on an incorrect premise. The service  
23 management team's refusal to continue is not a sudden reversal. The team was  
24 never able to respond to Eschelon's data because it was incorrect to begin with.

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<sup>37</sup> See Webber Rebuttal at page 84.



1

2           **XI.       ISSUE 12-76: LOSS AND COMPLETION REPORTS (CLOSED)**

3

4   **Q.    ESCHELON PROVIDED TESTIMONY ON THIS ISSUE. IS THIS ISSUE**  
5   **STILL IN DISPUTE?**

6   A.   No. Qwest understands that the parties have come to agreement on this issue and  
7   that it is no longer in dispute.

8

9           **XII.       ISSUE 12-87: CONTROLLED PRODUCTION OSS TESTING**

10

11   **Q.    MR. WEBBER CLAIMS THAT ESCHELON’S LANGUAGE REFLECTS**  
12   **QWEST’S CURRENT PRACTICE.<sup>38</sup> IS THAT TRUE?**

13   A.   No. Eschelon’s proposals for sections 12.6.9.4 contain the phrases “unless the  
14   Parties agree otherwise” and “as otherwise mutually agreed by the parties.” Both  
15   of these proposals give Eschelon the right to decide whether or not to participate  
16   in controlled production testing. That is not Qwest’s current practice. Qwest’s  
17   current practice is to determine whether or not controlled production testing is  
18   required for each new release of IMA. CLEC participation in controlled  
19   production testing is not negotiable. If controlled production testing is required,  
20   CLECs must complete this phase of testing in order to be certified to use the new  
21   release of IMA. For example, Qwest has determined that controlled production  
22   testing is required for release 20.0 of IMA. All CLECs must complete controlled

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<sup>38</sup> Webber Rebuttal at page 108.

1 production testing in order to be certified to use IMA release 20.0. Mr. Webber  
2 relied on documentation for release 19.2 of IMA, and for that specific release,  
3 controlled production was optional. But for release 20.0 of IMA, Qwest  
4 determined controlled production testing was required. Qwest must be able to  
5 determine the testing requirements for each release of IMA. It is not Qwest's  
6 current practice to allow CLECs to negotiate their participation in controlled  
7 production, but this is what Eschelon's language would permit.

8 **Q. MR. WEBBER REPEATS SEVERAL TIMES THAT YOU AGREED IN**  
9 **YOUR DIRECT TESTIMONY THAT ESCHELON'S LANGUAGE**  
10 **REFLECTED THE STATUS QUO. PLEASE RESPOND.**

11 A. What I said in my direct was that Eschelon's language was accurate with regard to  
12 recertification.<sup>39</sup> I also said, "While the language may be accurate today, it may not  
13 be accurate tomorrow. For every new release of IMA, Qwest determines what  
14 testing will be required for that release, including whether or not testing is required  
15 for recertification, and under what circumstances."<sup>40</sup> IMA Release 19.2 was in  
16 production when I made that statement. With IMA Release 20.0, which is now in  
17 production, Qwest determined that controlled production testing was required for  
18 all transactions.

19  
20  
21 **Q. WHO IS IN THE BEST POSITION TO DETERMINE IF TESTING IS**  
22 **REQUIRED TO VERIFY THAT MODIFICATIONS TO ITS SYSTEMS**  
23 **ARE WORKING PROPERLY?**

---

<sup>39</sup> Albersheim Direct at page 98.

<sup>40</sup> Id.

1 A. As the owner of the electronic interface (IMA), and the downstream systems the  
2 electronic interface accesses, Qwest is the only party in a position to know what  
3 testing is required to verify that an application modification is working properly.  
4 In order for a CLEC to use the computer-to-computer interface provided by  
5 Qwest to access it's OSS (whether it is IMA EDI or IMA XML), that CLEC must  
6 complete the certification process. If the CLEC does not wish to complete the  
7 certification process, the CLEC may not use Qwest's computer-to-computer  
8 interface to submit its orders. That does not mean orders cannot be submitted  
9 electronically. The CLEC has the alternative of using Qwest's human-to-  
10 computer electronic interface, known as IMA GUI.

11  
12 **Q. MR. WEBBER CLAIMS ON PAGE 108 OF HIS REBUTTAL TESTIMONY**  
13 **THAT QWEST IS TRYING TO IMPOSE THE COST OF UNNECESSARY**  
14 **TESTING ON ESCHELON. IS THAT ACCURATE?**

15 A. No. When Qwest determines that testing is required, the testing is necessary.  
16 The cost of testing, both to Qwest and to Eschelon, is part of the cost of doing  
17 business with computer-to-computer transactions. All parties have an interest in  
18 saving costs and ensuring that transactions will be processed correctly. Qwest  
19 does not ask a CLEC to test functionality that the CLEC is not planning to use.  
20 All testing scenarios are based on products and services that the CLEC has  
21 indicated it will purchase from Qwest via its interconnection agreement. Qwest  
22 incurs costs during controlled production testing as well, since the testing is  
23 conducted by employees of both companies working together. Qwest has  
24 determined that the risk of not testing outweighs the cost of testing.

1 **Q. IS IT TRUE THAT UPDATES TO EXISTING SYSTEMS REQUIRE LESS**  
2 **RIGOROUS TESTING?**

3 A. No. IMA Release 20.0 is a prime example of why that is not always true. The  
4 underlying architecture of IMA Release 20.0 is changing from EDI to XML. This  
5 is such a significant change that Qwest is treating this as a new implementation  
6 that requires controlled production testing for all CLECs who wish to move to  
7 this release of IMA. Mr. Webber cites provisions in the EDI Implementation  
8 Guidelines for IMA Release 19.2. The provisions of that Implementation  
9 Guideline document have no bearing on IMA Release 20.0. But if Eschelon's  
10 proposed language for controlled production testing were in place today,  
11 Eschelon could argue that it is not required to do controlled production testing for  
12 IMA Release 20.0, even though all other CLECs are required to do so and the  
13 reasons for undertaking the testing are well-founded and critical.

14

15 **Q. DOES VERSION 19.2 OF THE EDI IMPLEMENTATION GUIDELINES**  
16 **UPON WHICH MR. WEBBER RELIES ANTICIPATE THE NEED FOR**  
17 **CONTROLLED PRODUCTION TESTING EVEN FOR TRANSACTIONS**  
18 **FOR WHICH THE CLEC HAS ALREADY BEEN CERTIFIED?**

19 A. Yes. Just below the language quoted by Mr. Webber on page 48 of the guidelines  
20 is that following statement:

21

22 At the time a CLEC migrates to a new release, any transaction(s) that the  
23 CLEC does not yet have in production using a current IMA EDI version  
24 is considered to be a new implementation effort. These transactions  
25 must be implemented using all Phases of the implementation lifecycle as  
26 defined in this document. **In some releases, existing transactions are**  
27 **updated with significant additions that add business rules and/or**  
28 **large map changes. If the CLEC intends to use the new**  
29 **functionality, they will be required to perform a new product**

1           **implementation of this transaction. This will entail Progression**  
2           **Testing and Controlled Production submittal of scenarios that**  
3           **reflect the new functionality. CLECs not intending to use the new**  
4           **functionality will be allowed to recertify existing functionality that is**  
5           **still available in the new release.**<sup>41</sup>

6  
7           The bolded language clearly anticipates the need for controlled production testing  
8           due to significant changes in a release. That is what took place in IMA Release  
9           20.

10  
11   **Q. IS IT VALID TO ASSUME THAT THE TESTING THAT IS REQUIRED**  
12   **TODAY WILL BE SUFFICIENT TO MEET TESTING NEEDS IN THE**  
13   **FUTURE?**

14   A. No. Qwest's systems are constantly changing and evolving. Eschelon is well  
15   aware of this fact. As of November 30, 2006, Eschelon has submitted 136  
16   systems change requests to Qwest. Other CLECs have submitted 311 systems  
17   change requests in the same time period. In addition, Qwest itself submitted 283  
18   systems change requests. Many of Qwest's systems change requests have been  
19   made in response to industry changes in standards for electronic order processing.  
20   For example, the industry has recently determined that ILECs and CLECs should  
21   use a different communications protocol for the processing of orders, known as  
22   XML.

23  
24   **Q. MR. WEBBER STATES ON PAGES 110-111 OF HIS REBUTTAL THAT**  
25   **THE IMA IMPLEMENTATION GUIDELINE DOCUMENT SHOULD BE**  
26   **UNDER CMP CONTROL. DO YOU AGREE?**

---

<sup>41</sup> EDI Implementation Guidelines Release 19.2 page 48. (emphasis added)

1 A. No. The Implementation Guidelines are written by Qwest's Information  
2 Technologies Department as an explanation of Qwest's requirements for CLEC  
3 use of its computer-to-computer interfaces. Only Qwest can determine the  
4 requirements for use of these interfaces. Mr. Webber cites the CMP Document  
5 and an excerpt from the CMP Redesign Minutes contained in Exhibit BJJ-29 as  
6 evidence that Qwest committed to including the Implementation Guidelines  
7 within the scope of CMP. That is not what those minutes indicate. What Qwest  
8 committed to was putting changes to EDI (in other words systems change  
9 requests) and EDI testing timeframes within the control of CMP. Both of these  
10 commitments are contained within the CMP Document itself.

11  
12 **Q. MR. WEBBER CITES THE PROVISIONS OF THE IMPLEMENTATION**  
13 **GUIDELINES FOR IMA RELEASE 19.2 AS EVIDENCE THAT THE CMP**  
14 **DOCUMENT'S STATEMENTS WITH REGARD TO CERTIFICATION**  
15 **TESTING ARE IRRELEVANT. PLEASE RESPOND.**

16 A. Mr. Webber's citation is misplaced. In fact, the reverse is true. As I stated in my  
17 Direct Testimony, and I will repeat here, the CMP Document clearly places  
18 certification testing requirements under Qwest's control:

19  
20 New Releases of the application-to-application interface may require re-  
21 certification of some or all business scenarios. A determination as to the  
22 need for re-certification will be made by the Qwest coordinator in  
23 conjunction with the Release Manager of each Release.

24 IMA Implementation Guidelines reflect the CMP Document's statement that  
25 Qwest determines what testing is required. The Implementation Guidelines for  
26 IMA EDI Release 19.2 reflected Qwest's determination of the testing  
27 requirements for that release of IMA, and the Implementation Guidelines for IMA

1 XML Release 20.0 reflect Qwest's determination of the testing requirements for  
2 that release of IMA.

3

4 **Q. MR. WEBBER STATES ON PAGE 112 OF HIS REBUTTAL TESTIMONY**  
5 **THAT QWEST'S OSS ARE NOT MEANT ONLY TO SERVE QWEST'S**  
6 **INTERESTS. PLEASE RESPOND.**

7 A. As I stated in my Direct Testimony, "CLECs need access to OSS to obtain  
8 products and services from Qwest."<sup>42</sup> However, Qwest's OSS are maintained by  
9 Qwest, and CLEC access to Qwest OSS must be governed by Qwest. Qwest must  
10 ensure that all parties that access Qwest's OSS, whether CLECs, other wholesale  
11 customers, or retail customers, can do so without having an adverse impact on  
12 Qwest's OSS or other parties use of Qwest's OSS. Certification testing of  
13 computer-to-computer interfaces with Qwest's OSS is necessary to ensure that no  
14 adverse impacts result from CLEC electronic transactions.

15

16 **Q. MR. WEBBER STATES ON PAGE 114 OF HIS REBUTTAL TESTIMONY**  
17 **THAT, "QWEST AND ESCHELON SHOULD BE ABLE TO DISCUSS**  
18 **WHAT QWEST PERCEIVES AS 'POTENTIAL HARM' AND DEVELOP A**  
19 **RESOLUTION FOR RECERTIFICATION." DOES THIS STATEMENT**  
20 **ELIMINATE QWEST'S CONCERNS?**

21 A. No. OSS is the lifeblood of not only Qwest's wholesale operation, but also serves  
22 a myriad of other purposes. The risk of glitches caused by improper interfaces is  
23 significant. The risk that Qwest could improperly subject CLECs to unnecessary  
24 testing is far outweighed by the importance of ensuring that Qwest has a system

---

<sup>42</sup> Albersheim Direct at page 91.

1 that operates properly. Because of the importance of these systems to the entire  
2 industry, Qwest should have the right to determine how to protect the integrity of  
3 its OSS.

4  
5 **Q. MR. WEBBER SUGGESTS THAT QWEST SHOULD BE CONTENT WITH**  
6 **ESCHELON'S PROPOSED PHRASE "UNLESS THE PARTIES**  
7 **OTHERWISE AGREE".<sup>43</sup> PLEASE RESPOND.**

8 A. Eschelon's proposed language still means that Qwest must obtain Eschelon's  
9 agreement in order for Qwest to require testing. Notably, Mr. Webber does not  
10 state that Eschelon will agree, nor does he state that Eschelon is likely to agree.  
11 Contrary to Mr. Webber's suggestion, the phrase gives Eschelon the power to  
12 decide whether or not to comply with Qwest's controlled production testing  
13 requirements.

14  
15 **XVII. CONCLUSION**

16  
17 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

18 A. My testimony demonstrates that, despite protestations to the contrary, Eschelon is  
19 seeking to freeze systems, processes and procedures into the parties' ICA so that  
20 changes cannot be implemented through the CMP without first obtaining  
21 Eschelon's agreement. Eschelon's proposals subvert the intended purpose of the  
22 CMP, and give Eschelon more rights than all other CLEC participants in the  
23 CMP. This Commission should not allow Eschelon to use its interconnection

---

<sup>43</sup> Webber Rebuttal at page 114.



1 agreement as a means to give it the power to veto changes requested in the CMP  
2 by other CMP participants.

3

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

5 A. Yes, it does.