

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of a Complaint by the Joint  
CLECs Against the Joint Applicants  
Regarding OSS for Maintenance and  
Repair

DOCKET NO. UT-111254

DECLARATION OF RENÉE  
ALBERSHEIM IN SUPPORT OF  
ANSWER TO MOTION FOR  
INJUNCTION

Renée Albersheim, duly sworn, states:

I. Experience

1. I am a Senior Witnessing Representative for CenturyLink and submit this declaration is in support of Qwest Corporation and CenturyLink's ("Qwest/CenturyLink's") opposition to the Joint CLECs motion for a preliminary injunction, or, in the alternative, petition for declaratory order.
2. I am a licensed attorney in the state of Colorado, though I do not act as an attorney on behalf of CenturyLink.
3. I have extensive experience as a systems designer and developer and have developed Graphical User Interface ("GUI") and Business-to-Business ("B2B") gateways such as those at issue in the above captioned matter.
4. My systems development experience includes work on several Qwest/US WEST systems.<sup>1</sup>
5. I have participated directly in meetings with Information Technologies ("IT"); the Change Management Process ("CMP") Team; and Regulatory, Legal and Wholesale personnel at CenturyLink regarding the Maintenance Ticketing

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<sup>1</sup> US West merged with Qwest, and Qwest merged with CenturyLink.

Gateway (“MTG”) offering. I have attended recent CMP meetings, and have reviewed prior CMP meeting minutes, and CMP documentation posted to the CMP website, regarding the MTG offering. I also assisted with the preparation of responses to CLEC questions and comments raised in the CMP regarding the MTG gateway.

## II. Factual Background

1. A GUI as the term applies in this case is generally a web-based application that allows a customer to use the internet and web pages to communicate with a vendor.
2. Customer Electronic Maintenance and Repair (“CEMR”) is a GUI. It is a gateway that allows CLECs to submit requests for repair to Legacy Qwest’s internal systems. CLECs such as Integra use CEMR today.
3. Qwest/CenturyLink has no plans to integrate, replace, or provide an alternative to CEMR at this time.
4. A Business-to-Business (“B2B”) interface, as the term applies in this case, is an electronic application that allows a customer to connect its computer systems to communicate with a vendor’s computer systems. Customers use either the GUI or B2B interface to connect with Legacy Qwest’s repair systems.
5. Mediated Access Electronic Bonding Trouble Administration (“MEDIACC”) is a B2B interface. It is a gateway that allows customers to submit electronic requests for repair from their computer systems through to Legacy Qwest’s internal repair systems, using an old industry standard protocol for communication.

Qwest/CenturyLink will continue to use and offer MEDIACC to Legacy Qwest's wholesale customers until late in 2013, consistent with its merger agreements.

6. Maintenance Ticketing Gateway ("MTG") is a B2B interface. It is a gateway that will allow customers to submit electronic requests for repair from their computer systems through to Legacy Qwest's internal repair systems, using the most current industry standard protocol for communication as determined by ATIS.
7. CEMR, MEDIACC, and MTG are all legacy Qwest systems. That is, all of these systems were developed by Qwest Corporation. None of these systems have been used by or developed by Legacy CenturyLink.
8. MTG will be offered as an optional, industry standard-compliant alternative B2B interface to Legacy Qwest's existing internal repair systems. CenturyLink does not plan to replace MEDIACC with MTG until late in 2013, and will only do so consistent with merger agreements, commitments, and commission orders.

### III. Qwest/CenturyLink is complying with the merger agreements

1. Qwest/CenturyLink has not violated any merger agreements, commitments, or commission orders. Qwest/CenturyLink has stated repeatedly in the CMP that MTG is being offered to the CLECs as an additional, optional alternative to MEDIACC,<sup>2</sup> that Qwest/CenturyLink will continue to use and offer CEMR to wholesale customers, and that Qwest/CenturyLink will continue to use and offer the MEDIACC application until late in 2013, consistent with the timeline agreed

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<sup>2</sup> See Attachment A - Complete Matrix of Responses to CLEC questions to the CMP.

to in the merger agreements.<sup>3</sup> In the May 18, 2011 CMP meeting, Qwest/CenturyLink proposed that the CEMR/MEDIACC retirement Change Request (CR) be withdrawn, and the industry representatives agreed. Thus, MEDIACC will not be replaced or retired until late 2013.

2. The merger agreements do not preclude Qwest/CenturyLink from developing an optional, alternative system and making it available for carriers who want it, while continuing to maintain the existing systems for those who choose to remain on them.
3. The CLECs are not required to expend resources during the initial development phase, nor do the CLECs have to participate in the initial implementation of MTG. MTG is an optional alternative to MEDIACC. CLECs may choose to participate in the initial implementation at their own discretion, without prejudice to their rights to offer input and to participate in testing that will precede any eventual retirement or replacement of MEDIACC with MTG late in 2013. Because MTG is based on a common industry standard for B2B interfaces, similar to one the one the CLECs already use for order (IMA XML), MTG will not be an unknown or foreign system. For the same reason, any concerns expressed by the CLECs that they will be disadvantaged by not participating in the initial implementation of MTG are mitigated by the fact that it implements a common industry standard.
4. The design of MTG is not “locked in” following its initial implementation in December 2011. To the contrary, the CLECs will have a full opportunity to

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<sup>3</sup> See Attachment B – MTG Timeline as published in the CMP. The right-hand column is the CLEC timeline.

provide input to the design of MTG as outlined in the implementation schedule for any eventual retirement or replacement of MEDIACC with MTG late in 2013, including the exercise of voting rights as provided in the merger settlement agreements.<sup>4</sup>

5. As part of that retirement or replacement process, Qwest/CenturyLink bears the risk that what is developed in 2011 for MTG may undergo further changes if CLECs propose reasonable design requirements that require significant changes to MTG during the 2013 implementation schedule.
6. Moreover, the CLECs ultimately control whether Qwest/CenturyLink is allowed to retire MEDIACC as the retirement will only be possible when there is sufficient acceptance by the CLECs of the replacement system, as confirmed by majority vote of the CLECs per the merger agreement. The opportunity to vote during the 2013 phase of implementation ensures that CLECs' rights to a system that provides service levels consistent with industry standards is preserved. If the design and implementation of the MTG system does not pass the CLEC vote, it cannot (and will not) replace MEDIACC under the merger agreements.

IV. Qwest/CenturyLink has already demonstrated responsiveness to CLEC Concerns

1. Qwest/CenturyLink's communications regarding the MTG offering have demonstrated the company's commitment to the collaborative nature of the CMP. In November 2010, Qwest re-introduced MTG as an imminent replacement for MEDIACC. Post-merger, responding to CLEC objections voiced in the CMP,

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<sup>4</sup> See Attachment B.

and communications regarding the merger, Qwest/CenturyLink withdrew the change request to retire MEDIACC as requested by the CLECs, changed its plans so that MTG will initially be developed only as an optional alternative to MEDIACC, and clearly stated it will not replace MEDIACC until late in 2013, under a process and timing consistent with the applicable merger agreements and commitments, including testing and acceptance voting on MTG.

2. Upon completion of the merger, Qwest/CenturyLink has been consistent in its commitment to honoring the merger agreements, including the commitment to continue to use and offer to wholesale customers Legacy Qwest's CLEC-facing OSS for 30 months.

V. Qwest/CenturyLink is concerned about the long term viability of MEDIACC.

1. Qwest/CenturyLink is concerned about the long term viability of MEDIACC.

The system was implemented in 1995, and the hardware and software used for MEDIACC are no longer fully supported by the vendors.

2. It is possible that MEDIACC could experience an unrecoverable failure.
3. It is prudent for Qwest/CenturyLink to have an alternative system available as soon as possible just in case such a failure occurs. While Qwest/CenturyLink plans to support MEDIACC until it can retire and replace it, consistent with its merger agreements, MTG will be available should an unrecoverable failure occur. While Qwest/CenturyLink cannot predict with certainty that MEDIACC will fail, it is prudent to develop and offer MTG on an optional basis as soon as possible to mitigate the consequences of any such failure.

- VI. This is not an effort to integrate CenturyLink and Qwest systems, but represents an effort to provide an alternative to an aging, no longer-standard, Legacy-Qwest B2B Interface.
1. The MTG offering is not an effort to integrate Legacy Qwest and Legacy CenturyLink systems. Quite the contrary, MTG was first introduced to the CLEC community by Qwest in 2008, before the merger was announced<sup>5</sup>. MTG is a B2B interface that is being offered as an alternative to the Legacy Qwest MEDIACC application.
- VII. This is not the first CLEC-facing system that Legacy Qwest has converted to a new industry standard; new industry standards allow carriers to benefit from technological advances.
1. The Integra Settlement importantly left existing interconnection agreements in place, including continuance of the CMP forum. A key function of CMP is to facilitate systems change over time, and fundamentally the development of MTG is no different than other systems updates implemented through CMP over the years.
  2. Industry standards, such as those established by ATIS,<sup>6</sup> are constantly evolving and changing.
  3. Many CLECs, including Integra, are members of ATIS.
  4. Industry standards were key to the development of processes for interconnection to allow pre-ordering, ordering, maintenance and repair, and billing of services as required by the Telecommunications Act of 1996.

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<sup>5</sup> See Attachments C and D, the initial change request and press release announcing merger.

<sup>6</sup> Alliance for Telecommunications Industry Solutions.

5. It is not prudent for any industry participant to ignore changes in standards and technological advances.
6. Qwest converted its ordering B2B interface, Interconnect Mediated Access (“IMA”) from EDI to XML in 2006, and the CLECs approved that conversion.<sup>7</sup> The CLECs approved the retirement of IMA EDI in 2007.<sup>8</sup>
7. Other Qwest/CenturyLink wholesale customers have expressed interest in an ATIS compliant B2B interface (like MTG) for maintenance and repair.<sup>9</sup>

VIII. Halting MTG development will result in significant harm.

1. CLECs will be negatively impacted if MEDIACC experiences an unrecoverable failure and MTG is not in place as an alternative system. In that circumstance, all CLECs will have to call in repairs until MTG development is completed. Having MTG developed will shorten the transition time should MEDIACC experience an unrecoverable failure.
2. Qwest/CenturyLink’s other wholesale customers will be inconvenienced if they must maintain a non-standard interface to MEDIACC in order to submit B2B repair transactions to Qwest/CenturyLink.
3. Prohibiting development of MTG would disadvantage the other wholesale customers who desire to move to an industry standard interface rather than to continue to use MEDIACC.

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<sup>7</sup> See Attachment E - CR for IMA EDI conversion to XML SCR121305-01. CLECs approved the conversion in 2006, and completed their transition from IMA EDI to IMA XML in 2007.

<sup>8</sup> See Attachment F - CR for IMA EDI retirement SCR090606-01.

<sup>9</sup> See Confidential Attachments G and H



4. If MEDIACC experiences an unrecoverable failure, all Washington end-user customers will be negatively impacted if their repair requests are not handled in a timely manner due to the lack of a B2B interface to Legacy Qwest's repair systems.

IX. Conclusion

5. I certify, under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

August 18, 2011 Denver, CO  
(Date and Place)

Renee Albrecht  
(Signature)