

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

**IN THE MATTER OF THE)
INVESTIGATION INTO QWEST)
CORPORATION'S COMPLIANCE WITH) DOCKET NO. UT-003022
§ 271(C) OF THE)
TELECOMMUNICATIONS ACT OF 1996)
_____)**

**REBUTTAL TESTIMONY OF
JEAN M. LISTON
ON BEHALF OF
QWEST CORPORATION**

June 21, 2001

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1

I. IDENTIFICATION OF WITNESS

2

3 **Q. WHAT IS YOUR NAME AND YOUR BUSINESS LOCATION?**

4 A. My name is Jean M. Liston. I am a Senior Staff Advocate, Public Policy
5 and Law, in Quest Corporation (Qwest.) My business address is 1600 7th
6 Avenue, Room 3003, Seattle, Washington, 98191.

7

8 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?**

9 A. Yes. I filed direct testimony on May 16, 2001.

10

11

II. PURPOSE OF TESTIMONY

12

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

14 A. The purpose of my testimony is to rebut the testimony of the various
15 intervenors in this docket, including AT&T, WorldCom, XO Washington,
16 Rhythms Links Inc., Covad and Electric Lightwave. As part of that
17 rebuttal, I have included as Exhibit JML-42 the most recent SGAT and as
18 Exhibit JML-43 the current Exhibit C of the SGAT that reflect further
19 agreements made with the various parties in this and other workshops.

20

21

III. SUMMARY OF TESTIMONY

22

23 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

1 A. My testimony focuses on the areas of dispute that remain after numerous
2 workshops in various jurisdictions between Qwest and the aforementioned
3 intervenors. I explain what the significant issues are that have been
4 delineated in this docket and which issues remain in dispute after
5 workshops in Arizona, Colorado and the seven state workshops. The
6 rebuttal covers unbundled loops, including xDSL loops, loop conditioning,
7 spectrum management, line and loop splitting and Network Interface
8 Devices (NIDs.)
9

10 **Q. BEFORE YOU BEGIN YOUR REBUTTAL, PLEASE BRIEFLY REVIEW**
11 **THE REQUIREMENTS THAT QWEST MUST FULFILL IN ORDER TO**
12 **RECEIVE 271 APPROVAL FOR CHECKLIST ITEM #4.**

13 A. Basically, Checklist Item 4 of the Act mandates that Qwest provide “local
14 loop transmission from the central office to the customer’s premises,
15 unbundled from local switching or other services.”¹ As this testimony will
16 demonstrate, the updated SGAT and Qwest’s current interconnection
17 agreements with CLECs in Washington all demonstrate that Qwest is
18 currently providing and is prepared to continue to provide unbundled loops
19 as requested by CLECs in Washington. The SGAT and the
20 interconnection agreements further demonstrate Qwest’s concrete legal
21 obligation to provide loops and non-discriminatory access to loops at a

¹ 47 U.S.C. §271(c)(2)(B)(iv).

1 quality level that is equal to or superior to that which Qwest provides to
2 itself. Bottom line, Qwest satisfies the Checklist #4 requirements needed
3 for 271 approval.

4

5 **Q. HOW IS YOUR TESTIMONY ORGANIZED?**

6 A. My testimony is organized based on the remaining unresolved issues that
7 have been delineated in the various intervenors' testimony. Those issues
8 include:

- 9
- 10 • Loop Ordering Process
 - 11 • Raw Loop Data Tool
 - 12 • Installation Intervals
 - 13 • Qwest Obligation to Build New Facilities for a CLEC
 - 14 • Reuse of Facilities
 - 15 • Loop Performance Results
 - 16 • Maintenance and Repair
 - 17 • Loop Cost Issues
- 18 1. Conditioning charges for loops under 18,000 feet
 - 19 2. Miscellaneous charges
- 20 • Spectrum Management
 - 21 • NIDs
 - 22 • Line Splitting
 - Individual Case Basis Orders

- 1 • Qwest Employee Conduct
- 2 • SGAT Implementation

3

4 Each of these will be discussed individually.

5

6 **Q. ARE THERE ANY OTHER ISSUES RELATING TO THE TESTIMONY**
7 **OF THE INTERVENORS?**

8 A. Yes. Many of the intervenors have filed testimony that has been updated
9 based upon the results and agreements from the most recent workshops. I
10 also included in my initial direct testimony all agreements reached by the
11 time my testimony was filed. In some instances it was difficult to ascertain
12 old issues from new issues because some of the intervenors introduced
13 new testimony but did not eliminate issues that have been closed. AT&T
14 has done little or nothing to incorporate all the changes agreed to in
15 various workshops into its testimony. The ramifications of these actions
16 are that it necessitates the Commission, its Staff, the other intervenors,
17 and Qwest, to sort through a document, the majority of which is no longer
18 relevant in this proceeding. Qwest will attempt to include issues raised
19 by the intervenors that are still under dispute. However, Qwest will not
20 address all the issues raised that have been resolved in other jurisdictions
21 and are reflected in my direct testimony.

22

1 **IV. THE LOOP ORDERING PROCESS**

2
3 **Q. PLEASE EXPLAIN THE ISSUES THAT ARE STILL IN DISPUTE ABOUT**
4 **ORDERING AN UNBUNDLED LOOP.**

5 A. ELL, in the testimony of Timothy Peters dated June 7, 2001, stated it wants
6 a process by which it can convert existing special access or private line
7 service to unbundled loops and to order multiplexing without transport.
8 (Peters, page 3) Rex Knowles on behalf of XO Washington, Inc.
9 (Testimony dated June 7, 2001) also indicates that he feels the inability to
10 have these type of orders means that the CLECs cannot order high
11 capacity loops (Knowles, page 2.)

12
13 **Q. WHAT IS QWEST'S POSITION?**

14 A. Qwest has agreed to offer loops plus multiplexing in another jurisdiction.
15 Additionally, Qwest has agreed to implement workshop agreements 45
16 days after the workshop closes. Due to several loop workshops closing
17 within a few weeks of each other the parties agreed to one implementation
18 date. Qwest has been aggressively working on the implementation of the
19 loop plus multiplexing combination and will notify the CLECs of the
20 offering via the CICMP process by the end June. The effective date for
21 the deployment of loops plus multiplexing is August 1, 2001.

22

1 **Q. MR. PETERS OF ELI CITES A SPECIFIC EXAMPLE OF A SINGLE**
2 **ORDER IT PLACED IN VANCOUVER THAT TOOK SEVERAL MONTHS**
3 **TO COMPLETE. HAVE YOU HAD THE OPPORTUNITY TO**
4 **RESEARCH THIS SERVICE ORDER?**

5 A. Yes. The DS3 loop is ordered via an LSR. The Special Access DS-3
6 uses an ASR and there was some confusion over the difference in the
7 ordering process. The IMA GUI and IMA EDI systems were changed to
8 enable electronic ordering for DS1 and DS3. Qwest has issued a system
9 change request to be implemented in the July 18, 2001 release of IMA
10 that will improve the Connecting Facility Assignment or CFA-inventoried
11 pairs when a DS1 or DS3 is ordered.

12

13 **Q. COVAD EXPRESSED CONCERN THAT QWEST IS IMPROPERLY**
14 **REJECTING LSRS AND THAT THE SGAT LANGUAGE OF NEEDING A**
15 **LSR TO BE “COMPLETE AND ACCURATE” IS UNCLEAR. DO YOU**
16 **AGREE?**

17 A. No. Covad is misrepresenting the quality of its own service orders.
18 Furthermore, “complete and accurate” is clearly defined in the various
19 documents that show a CLEC/DLEC how to properly complete an LSR.
20 The CLECs have access to web-based tools to assist with completing
21 LSR transactions for the various UNEs. For an existing Qwest customer,
22 Covad has access to the Customer Service Record (CSR) to further
23 validate the correct and accurate address. In addition, the training guides

1 for IMA are called I Charts and are located at
2 <http://imadocs.uswc.uswest.com/ic.html>. Once you access this site the
3 CLEC can select EDI or GUI and then select the desired loop type and the
4 system will walk the CLEC through the required fields for that request.
5 The effectiveness of the CLEC documentation is included as part of the
6 OSS Test, Item 10. Exhibit JML-44 is a copy of the test requirements. The
7 OSS Test is a military styled test, in that if problems are identified, then
8 they need to be fixed and re-tested. Qwest believes that the LSR
9 documentation provides the CLEC with sufficient information for the
10 creation of complete and accurate LSRs. However, the final resolution of
11 this issue should be deferred to the OSS Test.

12
13 **Q. DOES QWEST HAVE AN ANALOGOUS SITUATION WITH THE**
14 **REQUIREMENTS IT USES FOR ITS OWN CUSTOMER SERVICE**
15 **REPRESENTATIVES ON THE RETAIL SIDE?**

16 A. Yes, it does. If a retail Qwest customer service representative does not fill
17 out a service order correctly, it is returned for a reissue or an update. The
18 same type of activity appropriately should also occur for a CLEC/DLEC.

19
20 **Q. COVAD WITNESS MS. CUTCHER ALSO MAKES THE CLAIM THAT A**
21 **DLEC/CLEC CANNOT PLACE A SERVICE ORDER FOR xDSL**
22 **SERVICE UNTIL THE RETAIL CUSTOMER HAS RECEIVED ITS FIRST**
23 **BILL. IS THAT A CORRECT STATEMENT?**

1 A. Not exactly. A system problem did exist that prevented the issuance of an
2 IMA electronic order, however when this issue was addressed in another
3 jurisdiction Qwest informed all the parties that Qwest would manually
4 enter the orders for the CLEC until the system problem was resolved. The
5 problem involves the updates to the premises address database that
6 indicates that the address is valid. A system upgrade request was
7 submitted and was implemented on June 14, 2001. Within approximately
8 one month of learning of the problem, Qwest fixed it.

9

10 **Q. PLEASE DISCUSS AT&T'S ADDRESS VALIDATION ISSUE.**

11 A. AT&T claims that it has had orders rejected for faulty address reasons.
12 When Qwest requested examples of these orders in other workshops, it
13 appeared that none of them related to unbundled loops. All were for
14 stand-alone number portability. The ROC is currently evaluating Qwest's
15 address validation tool, and opened a test incident to address AT&T's
16 purported issue. As a result, AT&T has agreed in other jurisdictions that
17 this issue should be deferred to the third-party OSS Test.

18

19

20 **Q. CAN QWEST PROVIDE A PRE-ORDER MLT AS DESCRIBED BY MR.**
21 **ZULEVIC?**

22 A. No, it can not. A Mechanized Loop Test is a tool used as part of the repair
23 process. As such, it is a switch-based test that requires the loop to be

1 connected to Qwest's switch, unlike Mr. Zulevic's depiction that it can be
2 performed from the collocation site. What this means is that if this
3 connection exists in a pre-order situation, then the CLEC does not
4 currently "own" the retail customer. That customer is not the CLECs until
5 such time as an order is placed and processed. Then, once the order is
6 placed and processed, the unbundled loop is no longer connected to the
7 Qwest switch but rather to the CLEC switch and an MLT is no longer
8 possible from the Qwest switch. Thus, even if an MLT could be performed
9 on a pre-order basis, it could not be performed on any loop that has been
10 provided to another CLEC.

11

12 **Q. DOES QWEST PERFORM A MLT ON A PRE-ORDER BASIS?**

13 A. No.

14

15 **Q. DO QWEST'S LOOP QUALIFICATION TOOLS PERMIT EITHER CLECS
16 OR QWEST TO PERFORM A PRE-ORDER MLT?**

17 A. No. Both the tools used by Qwest retail and the tools created and
18 available for use by CLECs do not have the functionality to perform an
19 MLT on a pre-order basis.

20

21 **Q. EVEN IF IT WERE POSSIBLE TO DO A PRE-ORDER MLT TEST, IS
22 QWEST REQUIRED TO PROVIDE SUCH ACCESS UNDER THE
23 FEDERAL ACT?**

1 A. No, it is not. The FCC, in its UNE Remand Order stated that:

2 “an incumbent LEC must provide the requesting carrier with
3 nondiscriminatory access to the same detailed information about
4 the loop that is available to the incumbent, so that the requesting
5 carrier can make an independent judgment about whether the loop
6 is capable of supporting the advanced services equipment the
7 requesting carrier intends to install.”²

8
9 As noted in my direct testimony, Qwest has made available to the CLECs
10 the Raw Loop Data tool that accesses the same data that Qwest uses to
11 qualify its retail DSL service. As the FCC ordered, Qwest is to provide
12 “the same underlying information that the incumbent LEC has in any of its
13 own databases or other internal records.”³ The CLECs have that ability
14 today. Additionally the CLECs have the ability to submit orders for xDSL
15 loops and Qwest will attempt to provision the loop even if the RLD
16 indicates that the loop would not qualify for DSL service. The Qwest retail
17 sales representatives are not permitted to submit a DSL order if the
18 facilities do not qualify for DSL. Finally, the Qwest retail sales personnel
19 do not have access to an MLT pre-order test and, therefore, Qwest
20 provides parity access.

21

22 **Q. IS THE INFORMATION PROVIDED TO CLECS IN PARITY WITH THE**
23 **INFORMATION PROVIDED TO QWEST’S OWN RETAIL SALES**
24 **REPRESENTATIVES?**

² UNE Remand Order, ¶427
³ Id. ¶428.

1 A. Yes, but CLECs have access to more information than Qwest retail. The
2 loop make up information that is available to the CLECs through the Raw
3 Loop Data tool is the base loop make up data that is used for qualifying
4 the Qwest retail DSL. As noted above, MLT pre-order tests are not
5 available to Qwest retail employees. Qwest retail employees also do not
6 have access to the raw loop data or the MLT distance that the CLEC
7 receives. The Qwest sales representatives are providing information that
8 informs them if the facilities qualify for DSL. Unlike the CLEC, the Qwest
9 retail sales representative cannot make the sale if the loop needs to be
10 conditioned, if the underlying loop information is wrong and disqualifies the
11 loop, if a potential Line and Station Transfer exists, or spare compatible
12 facilities exist. In all these circumstances, the CLEC can place an order
13 and Qwest will attempt to provision the loop within the standard 5 or 15
14 day interval.

15

16 **Q. ARE YOU AWARE OF ANY OTHER BOC THAT PROVIDES THE**
17 **ABILITY FOR CLECS TO PERFORM A PREORDER MLT?**

18 A. No. I am aware of no other BOC that provides CLECs with a pre-order
19 MLT test, including ones that have received 271 approval. When this
20 issue was discussed in other jurisdictions, the CLECs alleged that other
21 ILECs were providing pre-order MLT access. However, when Qwest
22 investigated the issue Qwest discovered that the other ILECs were
23 providing MLT for repair of switched services, just like Qwest does through

1 the CEMR system. To provide the CLECs pre-order access to MLT would
2 require significant system changes and it would enable CLECs to access
3 other companies' customer facilities. Finally, Qwest is not obligated to
4 provide a CLEC with pre-order MLT because Qwest does not perform a
5 pre-order MLT to qualify its retail DSL services.

6

7 **Q. DOES AN MLT ACCURATELY REPRESENT THE LENGTH OF THE**
8 **LOOP?**

9 A. Not necessarily. The MLT measures resistance on the line. If the end
10 user has multiple telephone extensions, the MLT may overestimate the
11 length of the loop by as much as 20 percent.

12

13 **Q. IS THERE ANY OTHER ISSUE REGARDING COVAD'S REQUEST FOR**
14 **A PRE-ORDER MLT TEST ABOUT WHICH THE COMMISSION**
15 **SHOULD BE AWARE?**

16 A. Yes. Covad does not mention in its testimony that if Qwest allowed Covad
17 to perform a pre-order MLT test and the retail customer was on the line
18 transmitting data during the test, that the customer would be disconnected
19 from the call. Instead Covad merely brushes it off as a simple 20-second
20 test. Since that customer is not yet Covad's customer, the customer
21 would have no idea why their call was disconnected. This means that if a
22 pre-order MLT was mandated, any CLEC could perform random pre-order
23 MLTs that could lead to customer disruptions and an increase in repair

1 calls to Qwest. Obviously, that creates additional irritation and concern
2 for the customer, and additional expenses for Qwest. This disruption is
3 purposeless considering that the Raw Loop Data tool already includes the
4 MLT test results.

5

6 **Q. DID COVAD PROVIDE ANY EVIDENCE RELATING TO THE MLT PRE-**
7 **ORDER TEST, EITHER CITING FCC REQUIREMENTS, OR EXAMPLES**
8 **OF IT BEING DONE IN OTHER JURISDICTIONS?**

9 A. Absolutely not. Covad simply makes a random statement and does not
10 substantiate the legal basis for its demand or the logistics of providing this
11 new functionality. When the Commission examines the information
12 available to Covad and other CLECs through the Raw Loop Data tool, it is
13 clear that Qwest is already providing them with more information than
14 available to the retail Qwest employees.

15

16 **Q. DOES THIS REQUEST OF COVAD EXCEED ALL REQUIREMENTS OF**
17 **THE ACT?**

18 A. Definitely. To summarize the issue, the CLEC does not have a retail end
19 user customer until it places its order and that order is processed. At the
20 pre-order point, therefore, an MLT cannot be performed. Second, the
21 Qwest retail employees do not have that option available to them. Third,
22 Covad has all the data necessary to determine the loop length and its
23 characteristics in the Raw Loop Data tool. Finally, Covad is not restricted

1 from placing an order even if the Raw Loop Data tool indicates that the
2 loop may not qualify for DSL. This all means that Covad is demanding
3 that Qwest create a new functionality that the FCC has not ordered and
4 that no other ILEC, including those who have received 271 approval from
5 their states and the FCC, provides. In essence, it is asking for a superior
6 ability that the ILEC does not have today.

7

8 **Q. WHAT SHOULD THIS COMMISSION DECIDE AS IT RELATES TO THE**
9 **PRE-ORDER MLT TEST?**

10 A. The evidence on the record is overwhelming – the Commission should
11 reject this request by Covad since it is not based in law; no other BOC
12 offers such a service; the Raw Loop Data tool provides Covad with more
13 information than Qwest’s retail sales personnel have available to them;
14 and Qwest does not perform a pre-order MLT test for its own service
15 orders.

16

17 **Q. PLEASE SUMMARIZE THE ISSUES YOU’VE DISCUSSED IN THE**
18 **ORDERING PROCESS.**

19 A. The ordering process is well documented in the SGAT, the IRRG and in
20 various on-line sites that I highlighted in my direct testimony. The LSR
21 ordering process and the associated CLEC training will be tested as part
22 of the OSS test. The pre-order MLT functionality has no legal basis and
23 has not been implemented in any other jurisdiction. In fact, in some cases

1 the CLECs actually have more information and options available to them
2 than do the Qwest retail employees. For these reasons, the Commission
3 should determine that Qwest meets its FCC requirements for providing the
4 CLECs with an ordering process that allows them parity with Qwest.

5

6

V. RAW LOOP DATA TOOL

7

8 **Q. PLEASE EXPLAIN THE RAW LOOP DATA TOOL.**

9 A. The Raw Loop Data tool is a tool by which CLECs can look at the specific
10 loop make-up of an individual customer's line and then make their own
11 determination as to what type of services that loop would be qualified to
12 handle. Although Qwest believes that the CLECs would benefit by
13 receiving the RLD before issuing an LSR for xDSL loops, it is not required;
14 this is reflected in Section 9.2.4.3.1 of the SGAT.

15

16 **Q. HOW WAS THIS TOOL DEVELOPED?**

17 A. The Raw Loop Data (RLD) Tool was developed based on two factors: the
18 FCC UNE Remand Order and a CLEC request to enhance the ADSL
19 Qualification tool. In the UNE Remand Order, the FCC placed the
20 responsibility for loop qualification on the CLECs.⁴ Therefore, the RLD
21 tool contains actual raw loop make-up, and it does not qualify facilities for

⁴ FCC UNE Remand, at ¶427.

1 DSL service, nor does it provide manipulated or calculated information. A
2 complete description and history of this tool and all the other loop tools are
3 included in my direct testimony, Exhibit JML-1T.

4

5 **Q. WHAT HAS BEEN THE RESPONSE TO THESE VARIOUS TOOLS?**

6 A. Generally, the response has been very favorable. In fact New Edge has
7 asked Qwest to meet with Pacific Bell to describe how Qwest updates the
8 LFACS data that provide the basis for the loop make-up information. This
9 request was made based on the fact that New Edge perceives the quality
10 of the information returned by the Qwest raw loop data tool to be superior
11 to the results they receive from Pacific Bell.

12

13 **Q. HAS ANY INTERVENOR IN THIS DOCKET ALSO SUPPORTED THE**
14 **TOOLS AVAILABLE FOR ITS USE?**

15 A. Yes. As Exhibit JML-13 attached to my direct testimony noted, Covad
16 filed an ex parte submission with the FCC saying that the Qwest Raw
17 Loop Data tool provides all of the information delineated in the FCC UNE
18 Remand Order.

19

20 **Q. HAS COVAD PROVIDED ANY COMMENTS IN ITS REBUTTAL**
21 **TESTIMONY REGARDING THE RAW LOOP DATA TOOL?**

22 A. Yes, it has. Ms. Cutcher on page 8 of her testimony makes a statement
23 that the loop qualification tools are inaccurate and/or incomplete.

1

2 **Q. IS THIS CRITICISM JUSTIFIED?**

3 A. No. The FCC has asked that the LEC provide the CLECs with parity in its
4 provision of loop qualification information. In other words, the CLEC
5 should have access to the same loop information in the same time and
6 manner that the retail arm of Qwest has available to it. Qwest has done
7 that.

8

9 As mentioned in both my direct testimony and Ms. Cutcher's response, the
10 Colorado FOC trial included an evaluation of the accuracy of the RLD tool.
11 As I mentioned in my testimony, the analysis uncovered the fact that 35%
12 of the requests resulted in a No Working TN response. Additionally I
13 testified that Qwest has issued system software changes to correct the
14 vast majority of the problems. Ms. Cutcher has not provided any facts and
15 data that shed new light on this situation. Qwest has a plan in place to
16 correct the situation.

17

18 The other side of the coin involves the accuracy of the raw loop data. Ms.
19 Cutcher's testimony does not address the fact that the FOC trial included
20 a data reconciliation process. During the reconciliation process, Qwest
21 and Covad looked at 18 separate RLD responses and it was discovered
22 that in 72% of the situations Covad incorrectly presented the supposed
23 inaccuracies in the information in the RLD tool. Interestingly, the missing

1 data was the MLT distance; a field that Qwest voluntarily provides, and is
2 not mandated by the FCC.

3

4 **Q. NOTWITHSTANDING THE FACT THAT THE QWEST RAW LOOP**
5 **TOOLS IS IN COMPLIANCE WITH THE FCC REQUIREMENTS, HAS**
6 **QWEST DONE ANYTHING TO IMPROVE THE QUALITY OF THAT**
7 **DATABASE?**

8 A. Yes, it has. As noted in my direct testimony on pages 41 to 44 (Exhibit
9 JML-1T), I explained what Qwest is doing to improve the information found
10 in the LFACS database, the source of the loop make-up information.
11 Covad makes no attempt to refute any of the facts cited in my direct
12 testimony, except to cast doubt of Qwest's intention to update the LFACS
13 database. With regard to the LFACS update form referenced in Ms.
14 Cutcher's testimony, Qwest has corrected that form and presented the
15 corrected form to the CLECs in the Colorado workshop. Furthermore, as
16 Covad is aware, when Qwest attempted to call the telephone number
17 indicated on a previous version of the form, it was unable to do so. The
18 number appeared to be non-working.

19

20 **Q. DID ANY OTHER INTERVENOR HAVE ISSUES WITH THE LOOP**
21 **QUALIFICATION TOOLS PROVIDED BY QWEST?**

22 A. Yes. WorldCom's witness had two additional issues. The first was that it
23 wanted the ability to call a person at Qwest and receive the loop

1 information manually. The second was providing a detailed list of all the
2 information it wanted available for its use in the Raw Loop Data tool. I will
3 address each of these individually.

4
5 Manual Loop Qualification – WorldCom’s request should not be rejected
6 for several reasons. First, as noted by the FCC in the UNE Remand
7 Order, the ILEC must provide the loop make-up in the same time and
8 manner it provides information to its retail employees. Qwest retail sales
9 representatives have an electronic pre-order qualification process for retail
10 DSL, therefore Qwest is required by law to provide a mechanized tool for
11 the CLECs. Additionally, the use of the mechanized system allows each
12 CLEC the ability to assess the actual make-up of the loop to determine if it
13 would be capable of supporting their type of DSL service. Qwest believes
14 that this request from WorldCom stems from the fact that other ILECs
15 have manual loop qualification processes. These carriers instituted this
16 process, however, because they did not have a permanent electronic
17 solution. The manual qualification process usually takes up to 72 hours
18 and occurs outside of the standard interval. The Qwest provisioning
19 process includes the 72-hour qualification process as part of the overall
20 installation interval. The only difference is that if Qwest can find a facility
21 capable of supporting the CLEC request, then it continues the provisioning
22 process. If the other ILECs find a qualified facility, then the CLEC can
23 submit the LSR and start the standard interval process. If Qwest were to

1 have a manual process, it would greatly increase the expenses of loop
2 qualification because a new order flow process would need to be
3 established. WorldCom did not mention if it would be willing to pay extra
4 for the manual process associated with the Qwest employee time. The
5 idea of a manual interface is untenable on its face: there would need to
6 be a willingness for CLECs to pay to have a person available for such
7 requests; the mechanized process that is already available is much more
8 efficient and meets all the FCC requirements; and WorldCom has
9 provided no evidence or rationale for why such a service is needed. For
10 all of these reasons, this request should be rejected.

11

12 Raw Loop Data Information – the data that is available through the Qwest
13 loop qualification tools meet all the parameters of the FCC's orders, as
14 described in my direct testimony at pages 39 to 41 (Exhibit JML-1T).

15 Again, it is important to remember that the information Qwest provides is
16 the same information (or in some cases more information) than the retail
17 Qwest customer service representatives receive. For these reasons, the
18 information that Qwest currently provides more than meets the FCC
19 requirements for mechanized loop qualification information.

20

21 **Q. HAS THERE BEEN ANY REQUESTS TO EXPAND THE INFORMATION**
22 **PROVIDED IN THE RLD?**

1 A. Yes, WorldCom has requested the information contained in the RLD to be
2 greatly expanded. Qwest does not believe that the 271 workshop is the
3 place to address that request. The current tool is in compliance with FCC
4 requirements. If WorldCom wishes to expand the capabilities of the tool
5 there are other avenues to pursue that request, such as issuing a user
6 request. In paragraphs 22 to 26 of the SBC Texas 271 Order, the FCC
7 made clear that Section 271 proceedings that are limited in scope and
8 focus on the BOC's compliance with current FCC requirements. The FCC
9 does not view these proceedings as ones in which CLECs can "doom" a
10 BOCs application by making endless demands, nor are Section 271
11 proceedings intended to address issues of industry-wide importance.

12
13 **Q. HAS THE RLD DISCUSSION RESULTED IN ANY NEW ISSUES?**

14 A. Yes. As a result of the extensive discussions regarding the RLD tool,
15 AT&T has raised a new issue regarding its need for access to the LFACS
16 database.

17
18 **Q. IS THERE ANY FOUNDATION FOR AT&T'S REQUEST?**

19 A. AT&T's claim is without foundation. AT&T claims it needs LFACS
20 information so that it can provide service in areas served by IDLC. The
21 wire center Raw Loop Data tool already provides that information for every
22 single address in a wire center. CLECs can download and manipulate
23 that data. In fact, in response to this very issue, Qwest provided AT&T

1 with a print out from the wire center tool that showed instances in which
2 IDLC appeared and that information appeared sufficient to AT&T. AT&T
3 also claims that it needs direct access to LFACS to obtain information on
4 spare facilities. Qwest's existing tools have some of that information
5 already. Qwest is also in the process of enhancing the spare facility
6 information available through IMA-GUI and IMA-EDI RLD tool to display
7 spare facilities on an individual basis in addition to on a wire center level.
8 Qwest has determined that this update will be implemented no later than
9 December 2001, and Qwest is hopeful this functionality will be included in
10 an earlier release.

11

12 LFACS is an assignment tool that assigns facilities one-at-a-time. It is not
13 a searchable tool in which a CLEC can search for facilities. Thus, LFACS
14 does not have the functionality that AT&T seeks. Qwest retail sales
15 representatives do not have direct access to LFACS. Direct access to
16 LFACS would also raise serious competitive concerns because AT&T
17 could access the competitive information of other CLECs. Finally, Qwest is
18 aware of no BOC that provides direct access to LFACS.

19

20 **Q. DO YOU HAVE ANY OTHER COMMENTS ABOUT THE RAW LOOP**
21 **DATA TOOL?**

22 A. Yes. In my direct testimony, I identified all the information available in the
23 various loop data tools. The rebuttal testimony of both Covad and

1 WorldCom fails to discuss what is available in those tools and, more
2 importantly, why they need more information. Unfortunately, they also fail
3 to compare and contrast the information in the various products and do
4 not demonstrate a cogent reason for the additional requirements they
5 have. Considering that the information available to CLECs already is
6 equal to or better than what the retail Qwest employees have available to
7 them, it becomes clear that the requests should be denied.

8
9 One other item should be noted. As stated in my direct testimony on page
10 69 (Exhibit JML-1T), under the ROC Master Test Plan, the third-party
11 tester will validate whether the loop qualification information Qwest
12 provides to CLECs is at parity with the Qwest retail. Thus, any concerns
13 regarding parity will be addressed in the OSS test. This is simply one
14 more check to assure compliance with the FCC requirements.

15

16

VI. INSTALLATION INTERVALS

17

18 **Q. GENERALLY, WHAT ARE THE INSTALLATION INTERVALS THAT**
19 **WERE DISCUSSED IN INTERVENOR TESTIMONY?**

20 A. Attached hereto is Exhibit JML-43 which is an updated version of SGAT
21 Exhibit C that displays all the loop installation intervals. WorldCom, Covad
22 and AT&T took exception with them to a limited degree. WorldCom
23 recommends a conditioning interval to not exceed 15 days, while Covad

1 believes that conditioning intervals should be no more than 5 days.

2 Although AT&T has taken installation intervals to impasse in every other
3 jurisdiction, it has not filed any testimony on this issue in Washington.

4

5 **Q. WHAT IS QWEST'S RESPONSE TO THESE COMMENTS?**

6 A. In response to WorldCom's request, it is not clear where the dispute lies.
7 Exhibit C to the SGAT provides 15 business days as the standard interval
8 for conditioning loops on an order that contains 1 to 8 lines. It is only for
9 orders that are for 9 or more lines that all require conditioning which
10 require a negotiated due date. For orders of this magnitude, a negotiated
11 interval is appropriate. When a CLEC has an order that requires 20 lines,
12 and all the lines need conditioning, that request must be researched
13 through engineering, a person dispatched to deload the cables, the
14 records updated, and the order completed. As presented in Exhibit JML-
15 35, an attachment to my direct testimony, Verizon is an ILEC that has
16 received 271 FCC approval performs conditioning on an ICB basis for all
17 loop orders. Additionally, in Verizon territory, conditioning must be
18 complete before the LSR requesting the service is submitted. Qwest's
19 process includes the conditioning as part of the provisioning process for
20 the loops. Bell South also performs conditioning on an ICB basis
21 regardless of the number of loops. See Exhibit JML-45. Qwest believes
22 that the current intervals provide the CLECs with a better interval process

1 than is provided by other ILECs and therefore Qwest does not see a need
2 to change the intervals.

3

4 **Q. COVAD ALSO WANTED TO REDUCE THE INSTALLATION INTERVAL**
5 **FROM 15 DAYS TO 5 DAYS FOR NORMAL SERVICE ORDERS THAT**
6 **REQUIRE CONDITIONING. IS THAT A REASONABLE REQUEST?**

7 A. Absolutely not. Covad's comments over-simplify the process. (See
8 Zulevic, page 4.) In my direct testimony on pages 30 to 31 (Exhibit JML-
9 1T), I provided a great deal of specific detail regarding the activities that
10 must occur before Qwest can condition a single loop. Additionally, I
11 included a flow chart of the processes involved in conditioning a loop,
12 Exhibit JML-20. Mr. Zulevic ignores this testimony and suggests that the
13 process is primarily clerical in nature and that Qwest just needs to send
14 out a cable splicer and correct the situation. As the detailed information I
15 provided demonstrates, this is not correct. That other BOCs perform
16 conditioning on an ICB basis demonstrates that Covad's request is
17 excessive and Qwest's interval is quite reasonable.

18

19 **Q. HOW DO QWEST'S OTHER INSTALLATION INTERVALS COMPARE**
20 **WITH THE INSTALLATION INTERVALS OF OTHER BOCS?**

21 A. Very favorably. Exhibit JML-35 attached to my direct testimony and Exhibit
22 JML-45 attached hereto show the Verizon and BellSouth installation
23 intervals. When the standard intervals, qualifications (such as the need

1 for a pre-qualification) and "add ons" (such as conditioning or, in the case
2 of Bell South, the 3-day "Targeted LSR Processing Interval") of these
3 BOCs are considered, Qwest's intervals are on the whole more favorable.

4

5 **Q. AT&T RAISES A CONCERN WITH THE DS1 INTERVAL. PLEASE**
6 **RESPOND.**

7 A. The ROC performance measure under OP-4 for DS1 loops is parity with
8 retail. The Qwest retail interval is nine days, which is the same interval for
9 DS1 loops in Exhibit C to the SGAT. Thus, the Exhibit C interval provides
10 CLECs with parity treatment. In addition, Verizon also offers DS1 loops
11 on with a nine-day interval.

12

13 **VII. CONSTRUCTION OF FACILITIES**

14

15 **Q. WHAT ARE QWEST'S RESPONSIBILITIES UNDER THE**
16 **TELECOMMUNICATIONS ACT AND SUBSEQUENT FCC ORDERS?**

17 A. In its retail business, Qwest generally has an obligation to meet its
18 responsibilities as a provider-of-last-resort (POLR) or as an eligible
19 telecommunications carrier (ETC) for universal service. Although not
20 required by the FCC, Qwest has agreed as part of its network build policy
21 that to the extent it has POLR or ETC responsibilities, Qwest also will
22 construct primary DS0 facilities for the CLECs. This commitment is set
23 forth in Section 9.1.2 of the SGAT.

1

2 **Q. IS THAT ALL THE CLECS ARE DEMANDING OF QWEST?**

3 A. Unfortunately, no. Covad and WorldCom suggest in their testimony that
4 Qwest has an obligation to build other new loop facilities on demand by
5 CLECs.

6

7 **Q. DOES EITHER CARRIER PROVIDE CITATIONS TO THE**
8 **TELECOMMUNICATIONS ACT OR VARIOUS FCC ORDERS PROVING**
9 **THAT THIS IS AN ADDITIONAL OBLIGATION OF QWEST IN ORDER**
10 **TO RECEIVE 271 APPROVAL?**

11 A. No, they do not. There is nothing in Sections 251, 252, or 271 of the Act
12 that states that an incumbent LEC must build new network facilities for
13 CLECs.

14

15 **Q. WHAT HAS THE FCC STATED IN ITS ORDERS ON THIS ISSUE?**

16 A. In the Local Competition Order, the FCC stated that unbundling of facilities
17 only applies to the incumbent's existing network:

18 (We) conclude that an incumbent LEC must provide unbundled
19 access to interoffice facilities between its end offices, and between
20 any of its switching offices and a new entrant's switching office,
21 *where such interoffice facilities exist.*⁵

22

23 In the UNE Remand Order, the FCC provided further clarification:

24

25 "In the Local Competition First Report and Order, the Commission
26 limited an incumbent LEC's transport unbundling obligation to

⁵ Local Competition Order, ¶443 (emphasis added.)

1 existing facilities, and *did not require incumbent LECs to construct*
2 *facilities to meet a requesting carrier's requirements where the*
3 *incumbent LEC has not deployed transport facilities for its own use.*
4 Although we conclude that an incumbent LEC's unbundling
5 obligation extends throughout its ubiquitous transport network,
6 including ring transport architectures, *we do not require incumbent*
7 *LECs to construct new transport facilities to meet specific*
8 *competitive LEC point-to-point demand requirements for facilities*
9 *that the incumbent LEC has not deployed for its own use.*⁶

10
11
12 **Q. HAS ANY OTHER LEGAL BODY RULED ON THE REQUIREMENTS OF**
13 **AN ILEC TO BUILD NEW NETWORK FOR CLECS?**

14 A. Yes. The Eighth Circuit Court reached the same conclusion and held that
15 "subsection 251(c)(3) implicitly requires unbundled access only to an
16 incumbent LEC's existing network – *not to a yet unbuilt superior one.*"⁷

17
18 **Q. WHAT DO YOU DRAW FROM THIS AUTHORITY?**

19 A. These decisions mean that when no facilities exist in the current Qwest
20 network, Qwest is under no obligation to build new facilities for a CLEC.
21 To decide otherwise would mean Qwest would be forced to build a
22 "superior" service and would unlawfully require Qwest to unbundle
23 something other than its existing network.

24
25

⁶ UNE Remand Order, ¶1324 (emphasis added)
⁷ *Iowa Utilities. Bd .v. FCC*, 120, F.3d 753, 812 (8th Cir. 1997.)

1 **Q. SINCE THERE IS NO LEGAL BASIS FOR REQUIRING QWEST TO**
2 **BUILD NETWORKS FOR CLECS. DO CLECS HAVE OTHER**
3 **ALTERNATIVES AVAILABLE?**

4 A. Yes, they do. Throughout the various FCC orders, there is a theme that
5 facilities based competition “offers the best promise of ultimately creating
6 a comprehensive system of competitive networks...”⁸ In other words, the
7 CLECs can construct their own networks. When facilities are needed, the
8 CLECs are in just as good a position as Qwest is to build new facilities.
9 This is particularly so with respect to high capacity facilities, such as OCn.
10 AT&T and WorldCom have significant high capacity facilities of their own
11 already and are fully capable of increasing their strong market presence.

12

13 **Q. IS THERE ANY EVIDENCE THAT SOME CLECS ARE IN FACT,**
14 **BUILDING THEIR OWN NETWORKS?**

15 A. Yes. Exhibit JML-46 attached hereto demonstrates that AT&T and
16 WorldCom, to name just two, are routinely building such facilities and have
17 a larger share of some segments of the high-capacity market in Seattle
18 than does Qwest.

19

20

⁸ UNE Remand Order, ¶4.

1 **Q. ARE THERE ANY OTHER ALTERNATIVES AVAILABLE TO CLECS**
2 **THAT ARE SIMILAR TO THOSE THAT APPLY TO QWEST RETAIL**
3 **CUSTOMERS?**

4 A. Yes. Qwest does not construct high capacity loops on demand. The
5 Washington private line tariff, WN U-41, Section 4.1.6 for special
6 construction clearly states that the rates and charges shown in the tariff
7 provide for the furnishing of services where facilities are available. The
8 tariff goes on to say that when special construction of facilities are
9 necessary, then the special construction charges found in the Qwest
10 Corporation FCC 2 tariff may apply. Additionally, the FCC 2 tariff includes
11 a Termination Liability Agreement (TLA) clause, FCC Section 2.6.4B. In
12 situations where Qwest agrees to build facilities the private line end user
13 customer usually enters into TLA.

14
15 **Q. DID ANY OF THE INTERVENOR COMMENTS DISCUSS PARITY IN**
16 **CONSTRUCTING FACILITIES BETWEEN A CLEC AND A RETAIL**
17 **CUSTOMER OF QWEST?**

18 A. Yes, Mr. Knowles with XO Washington discussed the fact that its
19 interconnection agreement with Qwest "...requires provisioning of loops
20 and other facilities on the same basis that Qwest provides such facilities to
21 itself...." (Knowles, page 3) Qwest's private line tariffs, however, clearly
22 specify use of a "special construction" process where facilities do not exist,
23 and Qwest applies them equally to wholesale CLECs or private line end

1 users. Therefore, Qwest is meeting the specific language of its
2 interconnection agreements and does have parity between retail and
3 wholesale customers.

4

5 **Q. WORLDCOM AND COVAD CLAIM THAT QWEST RECOVERS THE**
6 **COST OF CONSTRUCTING FACILITIES IN ITS RATES. IS THIS**
7 **CORRECT?**

8 A. No. I will address the WorldCom assertion first. Mr. Huynh asserts that in
9 its cost studies, Qwest claims it builds enough network to handle 3 lines
10 per customer (Huynh, page 4). That is, however, incorrect. The
11 unbundled loop cost model uses a forward looking network design and
12 does not reflect the embedded network configuration. Qwest has never
13 claimed that the embedded network is built to handle 3 lines per customer.
14 Mr. Huynh is confusing different segments of the network cost model.
15 Although the model does include 3 pairs in the distribution plant it does not
16 provide 3 pairs all the way to the central office. Additionally, the 3 pair per
17 site design only applies to a portion of the entire network. The costs
18 produced by the model do not cover the costs associated with reinforcing
19 an embedded network. Therefore, his characterization of the loop costs is
20 incorrect.

21

1 **Q. MR. ZULEVIC IMPLIED THAT THE FILL FACTORS CONTAINED**
2 **WITHIN THE COST MODELS RECOVER COSTS ASSOCIATED WITH**
3 **QWEST BUILDING NEW FACILITIES. DO YOU AGREE?**

4 A. I have investigated Covad's assertion regarding fill factors. The
5 unbundled loop cost model anticipates that a forward looking network
6 design is in place, it does not include the costs to reinforce the existing
7 network. It does not anticipate or include costs for building plant to new
8 locations. The cost studies are based on a forward looking network model
9 and do not reflect the embedded network configuration for a specific
10 community. There is no correlation between Qwest's commitment to build
11 new facilities and the fill factors in the cost studies.

12

13 **Q. HOW AS QWEST RESPONDED TO CLEC COMMENTS ON THE BUILD**
14 **PLAN AND SHARING QWEST BUILD INFORMATION?**

15 A. Qwest made a significant accommodation in Arizona, and has agreed to
16 provide CLECs with information regarding certain outside plant
17 engineering jobs that are in excess of \$100,000. This sharing of
18 information was requested to enable the CLECs to determine where
19 facilities may be placed and then to adjust their planning and marketing
20 strategies accordingly. All participants in the Colorado and Arizona
21 workshops agreed to this provision. It is now found in SGAT Section
22 9.1.2.1.4. This section states:

1 9.1.2.1.4 Qwest will provide CLEC notification of major loop
2 facility builds through the ICONN database. This notification shall
3 include the identification of any funded outside plant engineering
4 jobs that exceeds \$100,000 in total cost, the estimated ready for
5 service date, the number of pairs or fibers added, and the location
6 of the new facilities (e.g., Distribution Area for copper distribution,
7 route number for copper feeder, and termination CLLI codes for
8 fiber.) CLEC acknowledges that Qwest does not warrant or
9 guarantee the estimated ready for service dates. CLEC also
10 acknowledges that funded Qwest outside plant engineering jobs
11 may be modified or cancelled at any time.
12

13 **Q. IS THERE A RELATIONSHIP TO THE QWEST BUILD PLAN AND**
14 **ORDERS HELD FOR A LACK OF FACILITIES?**

15 A. Yes. Prior to the release of the network build plan, Qwest accepted
16 CLEC's orders and if there were no facilities or no compatible facilities
17 available, the orders sat in a "held" status. . Because Qwest has no legal
18 obligation to build new facilities for CLECs and compatible facilities, such
19 as copper loops in an area served by fiber, may never be available, the
20 orders would sit indefinitely. When the CLECs were notified of the new
21 plan, a plan was also introduced to address the pending held orders.
22 Confidential Exhibit MC-7 attached to Ms. Cutcher's testimony, shows a
23 significant decrease in the number held orders after the build policy was
24 implemented. As of the middle of June there are only [Confidential 1] (see
25 Confidential Exhibit JML-54C), Covad orders held for facility reasons in
26 the state of Washington.
27

1 Under the policy, it should be noted that orders for which a construction
2 job is pending or that fall within Qwest's POLR/ETC obligations will be
3 taken and held until facilities are available.

4

5 **Q. HAS COVAD RAISED CONCERNS REGARDING FORECASTS?**

6 A. Yes. Covad also raises concerns regarding the forecasts it has provided
7 Qwest. Qwest acknowledges that Covad has provided Qwest with wire
8 center forecasts. However, because these forecasts provide anticipated
9 demand only at the wire center level, these CLEC forecasts do not permit
10 Qwest to identify specific areas of projected loop demand. Specifically, a
11 typical CLEC forecast may provide Qwest a projection for 100 DSL lines in
12 the Seattle Main wire center. However, if the CLEC cannot or does not
13 identify the specific route and the distribution area in which facilities are
14 necessary, Qwest cannot predict precisely where in the Seattle Main
15 service area loop facilities are necessary. In recognition of this issue, and
16 in response to CLEC opposition to forecasting requirements, Qwest has
17 removed the requirement in the SGAT that CLECs provide forecasts for
18 unbundled loops. The forecast in no way obligated Qwest to build new
19 facilities for the CLECs nor did they provide Qwest with enough
20 information to anticipate where CLEC would be requesting loops.

21

22 **Q. PLEASE SUMMARIZE QWEST NETWORK BUILD POSITION.**

1 A. Although it is not required to do so, under Section 9.1.2.1 of the SGAT
2 Qwest agrees to build facilities to an end user if required to build such
3 facilities to meet its POLR obligations. Further, it has agreed that if there
4 are no facilities available for a CLEC order, but there is a construction job
5 pending that would satisfy the requirements in a particular service order,
6 Qwest will hold the order. Although it has no legal obligation to do so,
7 Qwest has agreed to share its build information with CLECs. These
8 activities, therefore, go beyond fulfilling the requirements needed to
9 achieve 271 approval. The criticism of WorldCom, Covad, and XO
10 Washington are simply not founded on any legal basis and should,
11 therefore, be denied.

12

13

VIII. REUSE OF FACILITIES

14

15 **Q. WORLDCOM RAISES COMMENTS REGARDING SGAT SECTION**
16 **9.2.2.15. DOES SECTION 9.2.2.15.2 OF THE SGAT CONTAIN**
17 **CONSENSUS LANGUAGE?**

18 A. Yes, it does. Originally, Section 9.2.2.15 of the SGAT only addressed
19 CLEC to CLEC migration. As a result of workshop activity and at the
20 request of CLECs, the section was expanded to address the re-use of
21 facilities under various circumstances

22

23 **Q. ARE CLECS REQUIRED TO ALWAYS REUSE FACILITIES?**

1 A. No. The CLECs have the option to request a reuse of facilities. To do
2 this, they use a "C" activity code on their LSR. For instance, if a DSL end
3 user is changing DLEC providers, the conversion order permits the new
4 data provider to obtain the same copper loop that has already been
5 qualified to provide DSL service. Additionally, it ensures compatible
6 facility availability. In that same circumstance, if the new DLEC did not
7 reuse the facility, Qwest would need to find an alternative spare copper
8 facility to provision the service.

9

10 **Q. WHY IS THIS OPTION IMPORTANT TO THE CLECS AND DLECS?**

11 A. In the workshops there was much discussion regarding the migration of
12 customers from one provider to another. The message Qwest heard was
13 that it was important to establish a simple process that would minimize the
14 impact of the transition. That is exactly what Section 9.2.2.15 is intended
15 to do.

16

17 **Q. DOES QWEST RETAIL ABIDE BY THE SAME RULES?**

18 A. Yes. The same options exist for Qwest retail. However, to the extent that
19 Qwest retail or a CLEC wants to minimize the potential of a reject due to a
20 lack of facilities, it would also reuse the existing facility.

21

22 **Q. HOW WOULD YOU SUMMARIZE THIS ISSUE?**

1 A. SGAT Section 9.2.2.15 reflects consensus language. Qwest believes that
2 the above explanation will address WorldCom concerns and we can close
3 this issue, just like we have done in all other loop workshops.
4

5 **IX. LOOP PERFORMANCE RESULTS**

6
7 **Q. HAVE ANY OF THE PARTIES RAISED ISSUES REGARDING FOCs?**

8 A. Yes, Ms. Cutcher has raised the issue regarding the FOC performance.
9 As I described in my testimony, during the Colorado Emerging Services
10 workshop, the CLECs raised numerous concerns regarding the receipt of
11 meaningful FOCs. Qwest agreed to implement a 2 month xDSL Trial that
12 included delaying the issuance of an FOC until Qwest had a firm due date.
13 Additionally, Qwest committed to provide the FOC or a status of the order
14 in 72 hours.
15

16 **Q. HAS THAT TRIAL ENDED?**

17 A. Yes, the trial ended April 30, 2001. Attached to my direct testimony was
18 Exhibit JML-24, a summary of Qwest's analysis of the trial. Ms. Cutcher
19 also provided a copy of the Covad analysis of the trial, Confidential Exhibit
20 MC-3C.
21

22 **Q. DO YOU HAVE ANY CONCERNS ABOUT THE DATA PRESENTED BY**
23 **COVAD?**

1 A. Yes, I do. As I mentioned in my direct testimony, the parties were
2 instructed to perform a data reconciliation process. During the May 22 –
3 25, 2001 Colorado Loop workshop, Qwest and Covad discussed the
4 Covad results. It was agreed between the parties that the Covad data
5 included orders that were not part of the trial and relied on "assumptions"
6 on whether due date commitments were met as opposed to any formal
7 tracking of this information. As a result of the preliminary discussions
8 between Qwest and Covad, a face to face meeting was scheduled to
9 reconcile the information. That meeting took place on June 11, 2001 and
10 was scheduled prior to Ms. Cutcher filing her testimony. I reread Ms.
11 Cutcher's sworn testimony several times and found it hard to believe there
12 was no mention of the data reconciliation and no mention that the Covad
13 data admittedly included orders that were not even part of the trial.

14
15 As a result of the face to face meeting on June 11, 2001, additional
16 problems were identified: (1) Covad assumed all orders should be
17 completed in 5 days, including those requiring conditioning (a 15-day
18 interval); (2) Covad relied on calendar days not business days; (3) Covad
19 inaccurately counted orders placed after Qwest's published time of day
20 cut-off, 7:00PM, as being submitted on that same day; and (4) misses that
21 were due to Covad's fault were included as Qwest misses. On June 18,
22 2001 Covad provided new FOC results that indicate an FOC was returned
23 approximately 75% of the time. Qwest also has concerns regarding the

1 newest Covad data and will continue to pursue the data reconciliation
2 process with Covad in Colorado.

3

4 **Q. HAVE QWEST AND COVAD REACHED ANY AGREEMENTS**
5 **REGARDING THE FOC TRIAL?**

6 A. Yes. Although our results do not match, Covad and Qwest both agree to
7 move forward with a 72 hour FOC for xDSL loops. The majority of the
8 CLECs currently purchasing these loop types are already receiving a 72-
9 hour FOC. Qwest believes that a 72-hour FOC will benefit Qwest and
10 CLECs alike because it will provide consistency across all 14 states.

11

12 **Q. WHAT ARE THE NEXT STEPS?**

13 A. Qwest anticipates raising this issue with the ROC TAG to revise the PO-5
14 FOC performance measure. Currently, PO-5 requires all loop FOCs to be
15 returned in 24 hours. All of the CLECs that have elected to receive 72
16 hour FOCs for their xDSL loops are excluded from the performance
17 measure. By changing the FOC standard for xDSL loops, then the
18 performance measures will capture the actual Qwest performance for
19 these loops.

20

21 **Q. HAS QWEST REVIEWED MS. CUTCHER'S TESTIMONY REGARDING**
22 **THE AVERAGE LOOP DELIVERY INTERVAL?**

1 A. Yes, Qwest reviewed Covad's confidential Exhibit MC-2C. Based on the
2 reconciliation process mentioned above, Qwest learned that Covad does
3 not track the Qwest completion date. The Covad tracking systems are
4 set-up to consider the close date of an order the day that Covad deems
5 the loop of good quality and turns it up for their customer. My
6 understanding of the Covad close date is that it is the day that Covad
7 activates service for its end user customer but it has nothing to do with
8 when Qwest completes its installation and turns the loop over to Covad.
9 Based on Qwest's audited performance measure for OP-4 Installation
10 Interval, Qwest provided 2 wire non-loaded loops to Covad within the
11 benchmark, in less than [Confidential 2] days (see Confidential Exhibit
12 JML-54C.)

13

14 **Q. WHAT DOES QWEST CONCLUDE REGARDING COVAD'S**
15 **TESTIMONY REGARDING INSTALLATION INTERVALS?**

16 A. Qwest believes that Covad's installation interval data should be
17 disregarded. Based on Covad's own admission to Qwest, Covad does not
18 track when Qwest completes an order. Therefore Covad does not have
19 the underlying data to calculate a Qwest installation interval. Nor does
20 Covad have the ability to determine if the Qwest due date was met on
21 time. The ROC, however, has established performance measures,
22 particularly OP-4, that were developed in a collaborative process and that
23 have been audited by an independent third party. The Commission

1 should rely upon the ROC performance results, and not Covad's suspect
2 data.

3

4 **Q. PLEASE EXPLAIN THE COOPERATIVE TESTING ISSUE RAISED BY**
5 **COVAD.**

6 A. During workshops in other jurisdictions Covad testified, much like it did in
7 Washington, that Qwest did not perform cooperative testing. Qwest
8 attempted to analyze the Covad data and was unable to do so. As a
9 result, Qwest established a tracking process for cooperative testing in mid-
10 April.

11

12 **Q. HAS QWEST COMPARED ITS TRACKING TO THAT OF COVAD'S?**

13 A. Yes. For two months, mid-April through mid-June, 2001, Qwest's records
14 indicate that cooperative testing in Washington was performed 93% of the
15 time. This information is significantly higher than the data presented by
16 Ms. Cutcher in Confidential Exhibit MC-4C. Based upon concerns with
17 other aspects of Covad's data, Qwest has reservations regarding the
18 validity of Covad's data on this issue as well.

19

20 **Q. HAS QWEST TAKEN ANY ADDITIONAL STEPS TO ADDRESS THE**
21 **CLECS' CONCERNS REGARDING COOPERATIVE TESTING?**

22 A. Yes. In the Colorado workshop, Qwest agreed to waive the non-recurring
23 installation charge, not just the cooperative test charge, if Qwest fails to

1 perform the cooperative test due to Qwest's fault. When Qwest first
2 offered the waiver it only applied if the CLEC elected to forgo the
3 cooperative test. That provision was included in Exhibit JML-2, an
4 attachment to my direct testimony, SGAT Sections 9.2.2.9.3 and
5 9.2.2.9.5.3. Since the filing of my direct testimony Qwest has agreed to
6 expand the waiver to apply even if the CLEC reschedules the cooperative
7 test.

8

9 **Q. WHAT DOES QWEST CONCLUDE REGARDING COOPERATIVE**
10 **TESTING?**

11 A. Qwest believes that tracking cooperative testing has increased the
12 awareness to perform cooperative testing. Additionally, Qwest has
13 voluntarily imposed a financial penalty if the testing does not occur.
14 Therefore, Qwest believes that it has addressed the issue raised by the
15 CLECs.

16

17 **Q. HAS QWEST REVIEWED MS. CUTCHER'S DATA REGARDING**
18 **CANCELLATIONS?**

19 A. Yes, I have. Ms. Cutcher's Confidential Exhibit MC-2C, page 2 identifies
20 cancelled orders by category. As Qwest reviewed the categories, many of
21 the categories appear to be related to the cancellation of an order
22 between Covad and its end user customer not cancellations between
23 Qwest and Covad. Based on Qwest's data of Covad cancelled orders,

1 there were only [Confidential 3] orders cancelled in the month of April, or
2 [Confidential 4] percent of the orders presented by Covad (see
3 Confidential Exhibit JML-54C). Qwest is hard pressed to understand the
4 Covad data.

5

6 **X. MAINTENANCE AND REPAIR**

7

8 **Q. WERE THERE ANY INTERVENOR COMMENTS ABOUT**
9 **MAINTENANCE AND REPAIR BY QWEST?**

10 A. Yes. Mr. Knowles, representing XO Washington, had several issues with
11 maintenance and repair. First, he expressed concern Qwest is not
12 providing timely repair of the XO loops. However, XO did not provide any
13 recent examples of repair data. The data cited was over one year old.

14

15 **Q. IS THE ROC VERIFYING THAT QWEST IS ACCURATELY AND FULLY**
16 **REPORTING ITS REPAIR AND MAINTENANCE PERFORMANCE**
17 **RESULTS?**

18 A. Yes, the ROC is assuring the accuracy of these measurements through
19 independent third party testing. The repair performance measures have
20 been fully audited and approved.

21

22 The concerns expressed by XO for its repair results will be reflected in the
23 repair and maintenance PIDs I discussed in my direct testimony on pages

1 70 to 72. As noted in the results attached to my direct testimony (Exhibit
2 JML-28), it is apparent that Qwest is generally meeting all of its repair
3 intervals, and many times the unbundled loop results are better than those
4 for the retail Qwest operation.

5

6 **Q. XO ALSO HAD SOME COMMENTS ABOUT SPECIFIC SGAT**
7 **LANGUAGE. PLEASE COMMENT.**

8 A. The first SGAT section discussed was Section 9.2.2.1 in which Qwest
9 utilizes the term “substantially the same.” XO believes this language is
10 acceptable but wants written assurance that this language is intended to
11 reflect federal law and does not lessen its obligations to provide quality
12 loops to CLECs. Mr. Knowles is correct that it is Qwest’s intention to fully
13 comply with federal law and believes that the wording in this section meets
14 the federal requirements. Additionally, the performance measures for
15 repair all utilize parity with retail requirement. Therefore the Qwest
16 measurement and tracking process for repair and maintenance will always
17 compare the Qwest wholesale repair results with the Qwest retail repair
18 results for the comparable product.

19

20 The next SGAT section is 9.2.5.2 in which XO wants it clarified where the
21 CLEC responsibility ends and Qwest’s responsibility begins. Since I
22 submitted my direct testimony, the participants in the Colorado workshop

1 agreed upon a streamlined version of Section 9.2.5 that should eliminate
2 all of XO's concerns. This revised provision is included in Exhibit JML-42.

3

4 **Q. THE NEXT ISSUE XO HIGHLIGHTED WAS A CONCERN THAT SGAT**
5 **EXHIBIT C DOES NOT IDENTIFY REPAIR INTERVALS FOR HIGH**
6 **CAPACITY LOOPS. CAN YOU PLEASE CLARIFY THIS?**

7 A. This issue was raised in another jurisdiction and Qwest has added the
8 repair interval to Exhibit C of the SGAT. Exhibit JML-43 reflects the most
9 current version of Exhibit C.

10

11 **Q. PLEASE SUMMARIZE YOUR TESTIMONY ON THE REPAIR AND**
12 **MAINTENANCE OF UNBUNDLED LOOPS.**

13 A. Qwest's maintenance and repair performance results have been audited
14 by an independent third party. The repair results that were attached to my
15 direct testimony, Exhibit JML-28, demonstrate significant performance
16 improvement from 2000 to 2001 and also show that quite often the repair
17 results are better for CLECs than they are for Qwest's own retail
18 customers. Qwest has updated the SGAT Exhibit C to reflect the repair
19 intervals for high capacity loops. Qwest believes it is in full compliance
20 with the FCC mandates for maintenance and repair of unbundled loops.

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XI. LOOP COSTS

Q. HAVE THE PARTIES RAISED ANY QUESTIONS REGARDING THE COSTS ASSOCIATED WITH THE LOOP?

A. Yes, they have. Qwest believes that issues regarding loop costs should be raised in the Commission's cost docket, not in this proceeding. I will address the issues raised; however, the final decision needs to rest with the cost docket. Basically three issues have been raised:

- The recovery of costs associated with conditioning loops.
- The Miscellaneous Charges found in Exhibit A of the SGAT.
- The association between the loop costs and Qwest's obligation to build new facilities.

The issue regarding the obligation to build has already been addressed in this testimony. So I will address the other two issues separately.

XI a. LOOP CONDITIONING COSTS

Q. THE ISSUE OF LOOP CONDITIONING WAS RAISED BY WORLDCOM IN ITS TESTIMONY. PLEASE SUMMARIZE YOUR UNDERSTANDING OF WORLDCOM'S TESTIMONY.

A. WorldCom believes that Qwest should not be allowed to charge for conditioning of any loop that is inside of 18,000 feet, and has proposed SGAT language to reflect that belief.

1

2 **Q. DOES QWEST AGREE THAT IT HAS NO LEGAL AUTHORITY TO**
3 **CHARGE FOR LOOP CONDITIONING ON CABLES THAT ARE LESS**
4 **THAN 18,000 FEET FROM THE CENTRAL OFFICE?**

5 A. Absolutely not. I addressed this issue in my direct testimony on pages 22
6 to 31 (Exhibit JML-1T) and WorldCom fails to address or rebut the
7 specifics cited in my testimony. For ease of discussion, I will briefly
8 highlight my earlier testimony.

- 9 • The FCC has ruled that Qwest must condition loops for CLECs.
- 10 • The FCC has also ruled that Qwest is entitled to recovery of the costs
11 it incurs for conditioning a loop, including loops that are less than
12 18,000 feet in length.
- 13 • A federal court in Colorado reaffirmed the FCC's decision and held that
14 Qwest has the right to recover costs it incurs to condition loops of less
15 than 18,000 feet. Qwest is aware of no federal court decisions to the
16 contrary.
- 17 • Qwest has proactively initiated a facility upgrade project to remove
18 load coils from loops less than 18 kilofeet in length in select wire
19 centers. See Exhibit JML-7C attached to my direct testimony.
- 20 • Qwest has done this facility-deloding project entirely through internal
21 funding.

22

1 **Q. DID WORLDCOM COMMENT ON ANY OF THE ABOVE FACTS IN ITS**
2 **TESTIMONY REQUESTING NO CHARGE FOR CONDITIONING LOOPS**
3 **UNDER 18 KILOFEET?**

4 A. No, it did not. It cited no case law, no FCC citations, and did not comment
5 on Qwest's cable deloading through an internally funded project. In other
6 words, my direct testimony stands totally un-refuted and the Commission
7 should deny WorldCom's request.

8

9 **XI b. MISCELLANEOUS CHARGES**

10 **Q. XO WASHINGTON ASKED FOR MORE CLARIFICATION AROUND**
11 **MISCELLANEOUS CHARGES, WHAT THEY WERE AND WHEN THEY**
12 **APPLY. DOES QWEST AGREE?**

13 A. In Colorado, Qwest agreed to add a definition of miscellaneous charges
14 and to further clarify what they were in section 9.1.12. They provide as
15 follows:

16 4.39(a) "Miscellaneous Charges" means
17 charges that Qwest may assess in addition to recurring
18 and non-recurring rates set forth in Exhibit A for activities
19 CLEC requests Qwest performs, activities CLEC
20 authorizes, or charges that are a result of CLEC's
21 actions, such as cancellation charges. Miscellaneous
22 charges are not already included in Qwest's recurring or
23 non-recurring rates. Miscellaneous charges are listed in
24 Exhibit A and include the following activities or charges:
25 additional engineering; additional labor installation;
26 additional labor other, testing and maintenance;
27 maintenance of service; additional Cooperative
28 acceptance testing; nonscheduled Cooperative testing;
29 nonscheduled manual testing; additional dispatch; date
30 change; design change; expedite charge; cancellation

1 charge. These activities are described in Qwest's
2 Access Services Tariff.

3 Section 9.1.12 provides:

4 9.1.12 Miscellaneous Charges are defined in Section
5 4.39(a). Miscellaneous Charges are in addition to non-
6 recurring and recurring charges set forth in Exhibit A.
7 Miscellaneous Charges apply to activities CLEC requests
8 Qwest perform, activities CLEC authorizes, or charges
9 that are a result of CLECs actions, such as cancellation
10 charges. Rates for Miscellaneous Charges are contained
11 in Exhibit A. Unless otherwise provided for in this
12 Agreement, no additional charges will apply.
13
14

15 With this clarification, Qwest believes that the SGAT now contains the
16 specificity asked for by XO Washington. The parties have discussed this
17 provision in the UNE workshops, and it is my understanding that this issue
18 was resolved in those workshops.

19

20 **Q. THE NEXT ISSUE WAS ONE RAISED BY WORLDCOM AS IT**
21 **RELATES TO SGAT SECTION 9.2.2.5. WORLDCOM DOES NOT FEEL**
22 **THAT THE IRRG IS SUFFICIENT TO LIST THE TECHNICAL**
23 **REQUIREMENTS NEEDED TO DETERMINE IF CHARGES APPLY FOR**
24 **EXTENSION TECHNOLOGY. PLEASE COMMENT.**

25 A. The SGAT references the ability of Qwest to charge for extension
26 technology if the technology requested is not required to meet the
27 technical parameters of the type of loop ordered. The technical
28 parameters, as defined by national standards, are found in the Technical

1 Publication 77384, additionally this issue is explained in the IRRG, as
2 referenced in the SGAT. Section 9.2.2.5 has been greatly expanded to
3 explain when extension technology charges apply. Qwest believes that
4 the WorldCom's issue has been addressed.

5

6 **Q. WHAT HAPPENS IF THERE IS AN INCONSISTENCY BETWEEN THE**
7 **SGAT AND THE IRRG?**

8 A. In another jurisdiction, it was agreed that in the case of variance between
9 various publications, the SGAT would control. Qwest has also undertaken
10 a complete review of the SGAT and IRRG to verify that the documents are
11 in complete accord with one another. Based on the above information,
12 Qwest believes that the issue has been addressed and that the
13 Commission should accept the SGAT language as written.

14

15 **XII. SPECTRUM MANAGEMENT**

16

17 **Q. SPECTRUM MANAGEMENT IS A RELATIVELY NEW ISSUE FOR 271**
18 **PROCEEDINGS. HAS QWEST PROVIDED LANGUAGE IN ITS SGAT**
19 **WHICH COMPLIES WITH THE MOST RECENT FEDERAL RULES**
20 **REGARDING SPECTRUM MANAGEMENT?**

21 A. Yes, it has. As noted in my direct testimony on pages 81 to 85 (Exhibit
22 JML-1T), the language as proposed by Qwest meets the requirements

1 delineated by the FCC and follows the initial recommendations of the
2 industry forum.

3

4 **Q. WHAT ARE THE MAJOR SPECTRUM MANAGEMENT ISSUES**
5 **RAISED BY THE INTERVENORS?**

6 A. Rhythms Links, through its witness Mr. Reilly, attempts to persuade this
7 Commission to impose onerous and unnecessary rules on the use and
8 deployment of T1s in the Qwest network. Mr. Reilly states that T1s are a
9 hindrance to the deployment of advanced services, hints at the purposeful
10 interference by ILECs with their T1s, wants Qwest to commit to no future
11 deployment of T1s, and further criticizes Qwest for its deployment of
12 ADSL/VDSL.

13

14 **Q. HAS THE FCC RULED ON THE SUNSETTING OF T1S IN ANY OF ITS**
15 **ADVANCED SERVICES ORDERS?**

16 A. No, it has not. It actually declined to do so. It also has stated that states
17 should have a role in determining treatment of T1s. The FCC also
18 delegated many of the details around spectrum management to an outside
19 industry group, NRIC.

20

21 **Q. HAS NRIC ISSUED ANY FINAL DECISIONS ON SPECTRUM**
22 **MANAGEMENT?**

1 A. Yes. As mentioned in my direct testimony NRIC has made final
2 recommendations regarding the 9 spectrum class codes.

3

4 **Q. THEREFORE, THERE IS NO FEDERAL MANDATE THAT QWEST QUIT**
5 **ITS DEPLOYMENT OF T1S?**

6 A. That is correct.

7

8 **Q. MR. REILLY TALKS EXTENSIVELY ABOUT HOW T1S ARE**
9 **DEPLOYED AND HOW THEY ARE QWEST'S PRIMARY FORM OF**
10 **SERVICE. IS HE CORRECT IN HIS BROAD STATEMENTS?**

11 A. Absolutely not. First, as I discuss below, the diagram that Mr. Reilly
12 attached to his declaration is NOT representative of how Qwest deploys
13 its T1s. Mr. Reilly was apprised of this fact in the 7-state workshops and
14 yet continues to file testimony purporting to diagrammatically depict how
15 Qwest builds its network. As Qwest explained to Mr. Reilly in those
16 workshops, Qwest has engineering guidelines that say that its first choice
17 is to deploy HDSL, a service specifically considered by TIE1. If, however,
18 Qwest does have a T1 that disturbs the service of another carrier, then
19 SGAT Section 9.2.6.5 commits to changing that to an HDSL service
20 whenever possible.

21

1 **Q. DOES THIS METHOD OF DEPLOYMENT THAT IS CURRENTLY IN**
2 **USE BY QWEST, COMPLY WITH THE FCC GUIDELINES IN THE**
3 **VARIOUS ADVANCED SERVICES ORDERS?**

4 A. Yes, it does. Specifically, the manner in which Qwest deploys its
5 technology should result in little or no interference to CLECs and if it does
6 cause problems, Qwest has committed to move to a less interfering
7 technology whenever possible.

8

9 **Q. PLEASE COMMENT ON THE BINDER CABLE DIAGRAM ATTACHED**
10 **TO MR. REILLY'S DECLARATION.**

11 A. It is interesting to note that the diagram provided by Mr. Reilly was actually
12 one presented to Rhythms from PacBell in 1998 and has no relevance to
13 the network designed by Qwest. Qwest does not deploy T1 facilities in the
14 center of a cable as depicted in the diagram. Qwest uses the outside of
15 the cable sheath and deploys it in a second binder group, if necessary, to
16 avoid creating unwanted interference. It does NOT use the inside of the
17 binder group for T1 facilities as Rhythms' exhibit shows. Even more
18 importantly, Qwest actually segregates its T1 facilities into separate binder
19 groups, unlike the diagram provided by Mr. Reilly.

20

21 **Q. PLEASE SUMMARIZE QWEST'S POSITION ON MANAGING ITS**
22 **EXISTING T1S IN THE NETWORK.**

1 A. Qwest meets the guidelines identified by the FCC to manage T1s in its
2 network. Its primary deployment involves HDSL rather than T1s and
3 Qwest commits in its SGAT to change to HDSL if a T1 does interfere with
4 another carrier's loops. The information provided by Rhythms does not
5 adequately depict Qwest's practice and deployment in its network.

6

7 **Q. AS A FINAL NOTE REGARDING T1S IN QWEST'S NETWORK, DO**
8 **YOU HAVE ANY STATISTICS ABOUT THE NUMBER OF T1S AND**
9 **ANY IMPACTS THEY HAVE HAD ON QWEST'S NETWORK?**

10 A. Qwest currently has several hundred thousand ADSL and HDSL circuits
11 working and many of these are not only in adjacent binder groups with T1s
12 but many are actually in the same binder group. Additionally, there are
13 approximately 7,000 Qwest ADSL circuits working in binder groups with
14 T1 lines. With all of these up and working in the Qwest network, there
15 have been no significant issues that have arisen because of the proximity
16 of these two technologies. Therefore, the issues raised by Rhythms have
17 been over-stated and the example used is specific to the spectrum
18 management guidelines of PacBell and do not represent the methodology
19 used by Qwest.

20

21 **Q. MR. REILLY OF RHYTHMS LINKS NEXT EXPRESSES CONCERN**
22 **THAT QWEST IS DEPLOYING ADSL/VDSL REMOTELY AND CLAIMS**
23 **THAT IS NOT A GOOD NETWORK DESIGN. DO YOU AGREE?**

1 A. No, I do not. Remote deployed DSL is the future of the industry. The FCC
2 recognized as much. The entire reason why Qwest must unbundle packet
3 switching in limited circumstances is because DSL is distance limited. It is
4 only when Qwest remote deploys a DSLAM to provide DSL service that
5 packet switching is even required. Unlike T1E1, which provided industry
6 participants with substantial guidance various spectrum issues, T1E is still
7 working on developing spectrum rules for remote deployment. Qwest
8 affirmatively states, however, that once these rules are issued it intends to
9 follow the NRIC/FCC recommendations on the Spectrum Management
10 Standard (SMS). Qwest is meeting all existing Spectrum Management
11 guidelines today and will abide by new guidelines as the NRIC/FCC
12 bodies develop them. To adopt Rhythms Links' recommendations is to
13 truly have the cart before the horse.

14

15 **Q. HAS THE FCC ESTABLISHED A TIMEFRAME BY WHICH IT HOPES**
16 **TO HAVE ALL RECOMMENDATIONS AND RULES IN PLACE?**

17 A. Yes. As noted in my initial testimony, the FCC has asked the Network
18 Reliability and Interoperability Council (NRIC), with advice from industry
19 bodies such as T1E1.4, to make recommendations by January 2002. In
20 other words, the FCC will have received its final recommendations from
21 the industry bodies in less than 6 months. For the Commission to adopt
22 standards that have not been approved by the FCC or any of its bodies
23 that had been asked to advise the FCC is simply inappropriate.

1

2 **Q. DID RHYTHMS HAVE AN OPPORTUNITY TO PROVIDE INPUT INTO**
3 **THE FINAL FCC RECOMMENDATIONS?**

4 A. It is my understanding that Rhythms Links was a member of the Focus
5 Group 3 and has recently resigned from that position. Apparently it is now
6 trying to sway individual states to vary from the national forums and create
7 ad hoc policy that has not been approved by the industry bodies such as
8 the NRIC, or the T1E1.4, or the FCC. It is Qwest's position that the FCC
9 turned specifically to these standards bodies for their expertise. Thus, to
10 short-circuit that industry process is premature and inappropriate at this
11 time.

12

13 **Q. BOTH RHYTHMS LINKS AND WORLDCOM COMMENT ON THEIR**
14 **UNWILLINGNESS TO PROVIDE QWEST (OR OTHER ILECS) WITH**
15 **THE SPECTRAL MASK INFORMATION AND THE NC/NCI CODES.**
16 **HAS THE FCC TAKEN A POSITION ON THIS ISSUE?**

17 A. Yes, it has. It has ruled very clearly that this type of information is
18 mandatory in order for an ILEC to manage binder group integrity. It stated
19 that: "A requesting carrier that seeks access to a loop or a high frequency
20 portion of a loop to provide advanced services must provide to the

1 incumbent LEC information on the type of technology that the requesting
2 carrier seeks to deploy.”⁹

3

4 **Q. WHY IS THIS INFORMATION NECESSARY?**

5 A. By providing Qwest this information, it will help all carriers understand
6 what is happening within a particular binder group. If Qwest did not
7 receive this information about the types of advanced technology deployed
8 on its network, it would be unable to provide carriers information in the
9 case of a spectrum dispute. If such information were not available to a
10 carrier deploying advanced services, they might inadvertently disrupt
11 service. Even more importantly, as new technology is deployed, it is
12 highly likely that new “known disturbers” will enter the scene. For all
13 these reasons, Qwest needs the information to manage the spectrum in
14 the various binder groups. The FCC also agrees with this necessity, as
15 should this Commission.

16

17 **Q. THE FINAL ISSUE CENTERS AROUND QWEST’S CURRENT**
18 **PRACTICE OF TROUBLE RESOLUTION. IS THIS STILL AN**
19 **UNRESOLVED ISSUE?**

20 A. This issue is still in the process of being developed. The entire issue of
21 spectrum management is a recent one and all companies are in the
22 process of developing processes to deal with trouble resolution. As an

⁹ See C.F.R. §51.231(b) (emphasis added).

1 interim measure, Qwest has included language in its SGAT to allow for the
2 eventuality of a complaint about a disturber in a particular binder group.
3 As part of the process of handling trouble resolution, Qwest intends to
4 provide Spectrum Management Class (SMC) information by 100 pair
5 group. The information will contain the cable, pair and SMC but will not
6 include circuit identification or carrier information.

7

8 **Q. IS THIS DATA ALREADY DEVELOPED FOR ALL OF QWEST?**

9 A. This data is currently being developed but it does require the cooperation
10 of all carriers. The use of the NCI code to determine the SMC is a critical
11 part of this work. Qwest has developed the mappings and prototype
12 software to help identify the SMC of its retail services and transmission
13 systems. The only remaining requirement is the implementation of NCI
14 codes and the associated SMC wholesale products to complete this
15 process. If Qwest were to use a process other than the FCC approved
16 NCI codes, it would require extensive and expensive OSS changes. The
17 current process uses NCI codes and hence greatly reduces the OSS
18 changes (compared to developing some new, unknown process of
19 determining this information.)

20

21 **Q. FINALLY, WORLDCOM EXPRESSED A DESIRE FOR QWEST TO**
22 **MANAGE THE SPECTRUM EXHAUST IN A COMPETITIVELY**

1 **NEUTRAL MANNER. WILL QWEST AGREE TO THAT**
2 **REQUIREMENT?**

3 A. Qwest wholeheartedly commits to handling spectrum exhaust and other
4 spectrum management issues in a competitively neutral manner, while
5 following the approved methods currently identified and yet to be identified
6 methods approved by the FCC.

7

8 **Q. WHAT IS YOUR FINAL RECOMMENDATION TO THIS COMMISSION**
9 **FOR THE MANAGEMENT OF SPECTRUM ISSUES?**

10 A. It is imperative that the Commission follow the national guidelines to help
11 identify spectrum issues and to abide by FCC decisions in determining the
12 best manner in which to handle spectrum issues. Qwest is currently in full
13 compliance with the preliminary mandates of the FCC and will follow its
14 guidelines as the industry bodies provide final recommendations to the
15 FCC. To have this Commission attempt to manage spectrum in its own
16 unique way does not help further the reliance upon a national structure
17 which provides uniformity in guidelines to CLECs and ILECs alike. In the
18 interim, Qwest does commit to manage spectrum in an efficient and
19 competitively neutral manner, which will benefit all users alike.

20

21 **XIII. NETWORK INTERFACE DEVICES – NIDS**

22

23 **Q. HAS ANY PARTY RAISED ANY ISSUES RELATED TO NIDS?**

1 A. The only CLEC to raise any questions regarding NIDs was AT&T.

2

3 **Q. HOW WOULD CHARACTERIZE AT&T'S COMMENTS?**

4 A. I would summarize their concerns as lacking in substance. However, Mr.
5 Wilson summarizes the AT&T concerns by saying: "The problems with
6 Qwest NID language are extensive. AT&T has proposed a complete
7 overhaul of this Section of the SGAT (Wilson, page 63). Qwest has spent
8 days in NID workshops in other states working through the NID SGAT
9 language. If you look the SGAT "lite" attached to my direct testimony,
10 Exhibit JML-2 - Section 9.5, you will see that every line of the entire
11 section has been revised. SGAT Section 9.5 has been completely
12 rewritten. The parties have spent excruciating long hours listening to
13 AT&T's concerns, word "smithing" the SGAT, and Qwest has made
14 numerous concessions.

15

16 **Q. PLEASE SUMMARIZE THE CONCESSIONS QWEST HAS MADE IN**
17 **OTHER JURISDICTIONS.**

18 A. As presented in my direct testimony, Qwest has made numerous changes
19 and concessions to try and reach closure on the NIDs. Qwest has:

- 20
- Expanded the definition of the NID to address the various types of
- 21 NIDs, including NIDs in Multiple Tenant Environments.

- 1 • Provided access to all features and functionalities of the NID
- 2 including any testing functions associated with the NID.
- 3 • Provided direct access to both the protector field and the premises
- 4 wiring side of the NID.
- 5 • Permitted the CLEC to perform their own wiring to the NID, this
- 6 includes wiring to the protector side.
- 7 • Established a prorated pricing structure if the CLEC requests that
- 8 Qwest replace the NID.

9 The provisions set forth in Section 9.5 exceed all FCC NID requirements.
10 Additionally, they provide the CLEC with more flexibility than they are
11 allowed in states that have received FCC approval. For instance Verizon
12 does not permit the CLEC to perform its own wiring at the NID, Qwest
13 does.

14

15 **Q. ARE THERE ANY NID IMPASSE ISSUES?**

16 A. Yes. Although most of the issues raised in Mr. Wilson's testimony have
17 been resolved and despite Qwest's efforts to accommodate AT&T's
18 request there are still some impasse issues. Basically there are three
19 impasse issues.

- 20 • Access to NIDs
- 21 • Removal of Qwest's distribution plant from the protector field of the
- 22 NID and letting the distribution dangle thereby creating an electrical
- 23 hazard; and

- 1 • Qwest ownership of the NID and associated cross-connections.

2

3 **Q. YOU MENTIONED ACCESS TO NIDS WAS STILL AN ISSUE, DOESN'T**

4 **QWEST PROVIDE ACCESS TO THE NID?**

5 A. Yes, it does. In fact as previously mentioned Qwest provides CLECs to
6 access both sides of a NID and to permits the CLECs to perform their own
7 wiring at the NID.

8

9 **Q. SO WHAT IS AT IMPASSE?**

10 A. The AT&T issue is two fold. First, AT&T does not want to abide by the
11 subloop requirements when the MTE NID is not the Demarcation Point.
12 Second, AT&T believes that when the MTE NID is not the Demarcation
13 Point that they should be allowed to purchase the NID and the sub-loop
14 separately.

15

16 **Q. WHAT IS QWEST'S POSITION?**

17 A. The FCC is clear that a NID can be the accessible terminal for a subloop
18 and, in those circumstances, subloop terms and conditions apply. This
19 position is supported by the FCC UNE Remand Order. In that order the
20 FCC Subloop definition requires that ILECs provide access to the loop at
21 any technically feasible point that does not require the removal of a splice
22 case to reach the facility. The FCC then goes on to say:

1 “We clarify that “technically feasible points” would include a
2 point near the customer’s premises, such as the point of
3 interconnection between the drop and the distribution cable,
4 the NID or the MPOE ...”¹⁰
5

6 Then in the NID definition of the same order the FCC states:

7 “...Competitors purchasing a subloop at the NID, however,
8 will acquire the functionality of the NID for the subloop
9 portion they purchase. We therefore find no need to include
10 inside wiring in the definition of the NID, or include the NID
11 as part of any other subloop element.”¹¹
12

13 The Qwest SGAT is in compliance with the FCC requirements. Qwest
14 provides the CLECs with access to the NIDs, access to subloops at the
15 NIDs and the features and functionalities of the NID when the CLECs
16 purchase subloops using the NID as the interconnect point. Qwest
17 believes that the AT&T issue should be summarily denied.
18

19 **Q WHY IS THE SECOND ISSUE AT IMPASSE?**

20 A. AT&T wants to remove the Qwest wiring from the protector field of the
21 NID. This issue was addressed extensively in my direct testimony. The
22 National Electric Safety Code and the National Safety Code both require
23 all telecommunication wiring to be connected to a ground protection. By
24 removing the Qwest wiring from the protector field the Qwest facilities
25 would be in violation of these safety standards. Additionally, there is
26 nothing in the FCC orders that would require this type of arrangement.

¹⁰ UNE Remand Order, ¶210

¹¹ UNE Remand Order, ¶235

1

2 **Q. WHAT HAS AT&T RELIED ON TO SUPPORT THEIR POSITION?**

3 A. AT&T claims that this is a requirement of the FCC, however AT&T has
4 never been able to cite the requirement. AT&T has also relied on a 1969
5 Bell System Practice, written by AT&T, which addresses “capping” off of
6 facilities.

7

8 **Q. WHY DOES QWEST VIEW THIS AS A NON-EXISTENT ISSUE?**

9 A. Qwest is hard pressed to understand why AT&T continues to press this
10 issue. Basically, they are asking the Commissions to issue an order that
11 would place the Qwest facilities in violation of the National Safety Code,
12 would jeopardize the Qwest network, would create a potential fire hazard,
13 and put end-users and their property at risk. Qwest strongly urges this
14 Commission to dismiss the AT&T request and to uphold the National
15 Safety standards.

16

17 **Q. PLEASE EXPLAIN THE LAST ISSUE REGARDING OWNERSHIP OF**
18 **THE NID.**

19 A. Certainly. Section 9.5.2.2 of the SGAT states that Qwest will retain sole
20 ownership of the Qwest NID. AT&T views this statement as in conflict with
21 FCC requirements. The FCC has required the ILECs to provide access to
22 the CLECs. Access to UNEs and ownership of the Qwest NIDs are two
23 completely different issues. Somehow AT&T is confusing the issue.

1

2 **Q. PLEASE EXPLAIN.**

3 A. As previously stated Qwest provides the CLECs access to both side of the
4 Qwest NID. If the CLEC elects to connect at the NID, the NID still belongs
5 to Qwest. The NID is still part of the Qwest network and Qwest has
6 responsible for that equipment. When AT&T orders a loop from Qwest,
7 Qwest still “owns” the loop, AT&T is merely leasing the loop from Qwest.
8 Qwest is obligated under the law to provide AT&T with all the features and
9 functionalities of the loop, but clearly Qwest still “owns” the loop. The
10 same is true for NIDS. Once again Qwest believes AT&T is misplaced.
11 Qwest “owns” the Qwest NIDs, just like it owns all other UNEs. The FCC
12 rules do not take away Qwest ownership. To the contrary, the Act,
13 specifically Section 252(d) – requires Qwest to lease UNEs to CLECs at
14 TELRIC rates. Leasing connotes Qwest Ownership. This Commission
15 should summarily dismiss this AT&T concern as well.

16

17

XIV. LINE SPLITTING

18

19 **Q. HAS QWEST IMPLEMENTED LINE SPLITTING?**

20 A. The effective date for Line Splitting is July 1, 2001 and the customer
21 notification has been distributed via CICMP.

22

23 **Q. WHAT ARE LINE SPLITTING AREAS OF CONCERNS?**

1 A. Covad, in the testimony of Mr. Zulevic, has identified several line splitting
2 issues.

3

4 Those issues are:

- 5 • Line Splitting should be available on all loop-based products.
- 6 • The SGAT language should reflect that either a CLEC or a DLEC
7 can drive the process.
- 8 • xDSL capable loops must be identified and then a line and station
9 transfer done so that the customer has no disruption to service.
- 10 • Establish a single order process for existing customers.
- 11 • Covad identified 8 different scenarios it feels Qwest needs to
12 support for line splitting.
- 13 • Recommends a one-business day installation interval for existing
14 customers.
- 15 • Raises the issue of splitter ownership.

16

17 I will deal with each of these issues individually.

18

19 **Q. COVAD CLAIMS THAT THE FCC HAS MANDATED THAT LINE**
20 **SPLITTING MUST BE AVAILABLE ON ALL LOOP BASED**
21 **PRODUCTS. IS THAT A TRUE STATEMENT?**

1 A. To the best of my knowledge, the FCC has NOT mandated such a
2 scenario. Interestingly, Mr. Zulevic fails to cite to an FCC order that
3 supports his position. I believe it is because the FCC has not taken such
4 action.

5

6 **Q. HAS QWEST MADE ANY ATTEMPT TO DETERMINE IF THERE IS**
7 **EVEN A NEED FOR LINE SPLITTING ON ALL LOOP-BASED**
8 **PRODUCTS?**

9 A. It has. First, as presented in my direct testimony Qwest has agreed to
10 provide splitting via unbundled loops. Qwest elected to call this option
11 Loop Splitting for several reasons. Line Splitting utilizes a Qwest switched
12 voice service. Loop Splitting utilizes an unbundled loop connected to a
13 CLEC switch. The overall provisioning process is for these two options
14 are very different. Calling them both Line Splitting caused a great deal of
15 confusion and by using different names simplified all of the documentation
16 and training. Loop Splitting will be deployed on August 1, 2001.

17

18 Second, Qwest delivered data requests to various intervenors, including
19 Covad, in other jurisdictions asking what their plans were for offering line
20 splitting for other products, especially EELs. All CLECs failed to produce
21 a single document evidencing any demand. Therefore, it is inappropriate
22 for Qwest to spend the time and money to develop a product for which
23 there is no known or identified current demand. To create such a product

1 would mean defining methods and procedures, building OSS functions for
2 ordering, defining LSR information that can flow through Qwest's
3 databases and onto billing statements, etc. However, in other jurisdictions
4 Qwest has agreed to make EEL splitting available on a Special Request
5 Process, if CLEC wished to order EEL splitting. However, Qwest will not,
6 develop a standardized EEL splitting offering at this time.

7

8 **Q. WHY DOES QWEST NOT OFFER EEL SPLITTING AS A MATTER OF**
9 **ROUTINE?**

10 A. The answer is a simple one – once you were to line split an EEL, it would
11 no longer be an EEL.

12

13 **Q. PLEASE EXPLAIN.**

14 A. An EEL is a combination of a loop and transport that was originally
15 designed to eliminate the need for collocation in the serving wire center.
16 However, to provide DSL service it would be necessary to have a
17 collocation site in the serving wire center. Thus, defeating the original
18 purpose of an EEL. Additionally, it is not truly possible to split an EEL
19 because such splitting would break the loop and transport combination
20 with the insertion of collocation. Both voice and data would then be
21 directed to the DLEC's collocation area. The voice service would be
22 routed to the IDF to connect to the transport UNE. The result of this is that
23 the voice portion is not an EEL combination of loop and transport. Rather,

1 it becomes loop and transport separated by collocated equipment.
2 Similarly, the data would now be routed on a loop to the CLEC splitter and
3 DSLAM, which may then in turn require a separate (unshared) transport
4 UNE from Qwest for delivery to the ISP. Bottom line, when this is all
5 accomplished, it is no longer an EEL.

6

7 **Q. QWEST HAS ALSO STATED IT WILL NOT DO LINE SPLITTING ON A**
8 **RESOLD LINE. PLEASE EXPLAIN THAT POSITION.**

9 A. First, Qwest has absolutely no obligation either under the
10 Telecommunications Act or through various FCC proceedings to provide
11 combinations of unbundled network elements with resold products.
12 Additionally, the FCC requires ILECs to provide access to checklist items
13 to meet “reasonably foreseeable demand.”¹² There is no evidence of any
14 demand for line splitting over resold lines. Again, the data requests
15 referenced earlier did not provide any documents evidencing any demand
16 for resold line splitting. Finally, a CLEC can accomplish the same thing by
17 simply converting a resale voice grade line to an UNE-P voice, and then
18 the UNE-P line splitting is available. In the last seven-state workshop,
19 AT&T agreed that the resale line splitting would be “virtually identical” to
20 those for UNE-P.¹³ Thus, AT&T has admitted that there is no need for line
21 splitting over a resold line since the UNE-P accomplishes the same thing.

¹² Bell South 271 Order, CC Docket No. 98-121, FCC 97-418 (1998), ¶181.
¹³ Seven-state Workshop, Transcript dated May 3, 2001, page 138, lines 16 to 23.

1

2 **Q. PLEASE SUMMARIZE WHEN QWEST'S OFFERS LINE SPLITTING.**

3 A. Qwest offers line splitting as a product for unbundled loops, except for
4 those for which there is no demand (EEL splitting and resold line splitting)
5 and notes that the FCC does not require it to offer such services if no
6 reasonable demand has been demonstrated. In the case of both EEL
7 splitting and resold line splitting, the data requests indicate no demand for
8 either of these services. Further, EEL splitting is an oxymoron because
9 once it is split, it is no longer an EEL. For a resold line, the CLECs can
10 achieve the identical result by simply converting an existing line to an
11 UNE-P and then ordering line splitting. The evidence in the testimony of
12 Mr. Zulevic does not contradict any of this evidence. Additionally, I dealt
13 with both of these issues in my direct testimony (Exhibit JML-1T, pages
14 106 to 107) and it should be noted that Mr. Zulevic and Covad ignored the
15 evidence presented there and provided no actual facts or data to support
16 its position or to argue against the Qwest position. For all these reasons,
17 the Commission should rule against the arbitrary demands presented by
18 Covad.

19

20 **Q. THE NEXT AREA COVAD RAISED DEALS WITH THE FACT THAT IT**
21 **WANTED THE SGAT LANGUAGE TO ALLOW EITHER A CLEC OR A**
22 **DLEC TO BE THE CUSTOMER OF RECORD. DOES QWEST AGREE?**

1 A. In the SGAT language found attached to my direct testimony, Exhibit JML-
2 2, the language in 9.24 indicates that either the CLEC or the DLEC may
3 be the customer of record. In 9.24.1 it specifically states that: “Only one
4 (1) customer of record determined by the CLEC/DLEC partnership will be
5 identified to Qwest.” In other words, either one can be the contact for
6 Qwest, but the two providers must decide between themselves who that
7 contact is going to be. Thus, this is a non-issue and has already been
8 addressed in the SGAT accompanying my direct testimony and resolved
9 in other jurisdictions.

10

11 **Q. COVAD NEXT DEMANDS THAT THERE SHOULD BE A SINGLE**
12 **PROCESS FOR EXISTING CUSTOMERS. DOES QWEST AGREE**
13 **WITH THIS REQUEST?**

14 A. Absolutely not. Currently, the OBF standards dictate that two orders, not
15 just one, as Covad would like, are to be issued. Qwest has informed
16 Covad in every jurisdiction that the ordering process for Line Splitting is
17 driven by the OBF standards. Qwest has agreed to work with Covad to
18 approach the OBF standards group to discuss the ordering process;
19 however, this is not something that is within Qwest's control.

20

21 **Q. HAS QWEST EXAMINED COVAD'S LIST OF EIGHT DIFFERENT**
22 **ORDER TYPES FOR LINE SPLITTING?**

1 A. Yes, it has. All of the scenarios that Covad delineated in its testimony are
2 supported by Qwest's line splitting product. Interestingly, Qwest
3 developed the list of scenarios with Covad's help, so it is somewhat
4 puzzling to Qwest why Covad raises this as an issue in this testimony.

5

6 **Q. COVAD'S NEXT ISSUE IS THAT IT FEELS A ONE BUSINESS DAY**
7 **INTERVAL FOR LINE SPLITTING WOULD BE APPROPRIATE. DO**
8 **YOU AGREE?**

9 A. No, I do not. First, Covad is making a rather broad assumption that all line
10 splitting orders will be simple conversions from line sharing. However, it
11 provides no data to back-up that assertion. In those cases where it is a
12 new splitting service, it is not just conversion, the line needs to be qualified
13 to support DSL service, records need to be updated and the central office
14 work needs to be performed to provision it. Qwest has recently agreed in
15 another jurisdiction to reduce the interval from 5 days to 3 days. It is also
16 interesting to note that in the multi-state workshop the moderator's
17 recommendation was to leave the 5 day interval for Line Sharing in place.
18 If Qwest had not agreed to shorten the interval to 3 days, Qwest's interval
19 would be 5 days not 3.

20

21 **Q. THE LAST ISSUE RAISED BY COVAD WAS REGARDING SPLITTER**
22 **OWNERSHIP. WAS THIS ISSUE ADDRESSED IN YOUR DIRECT**
23 **TESTIMONY FILED ON MAY 16, 2001?**

1 A. Yes, it was dealt with extensively.

2

3 **Q. DID COVAD REBUT ANY OF YOUR FCC AND TEXAS COMMISSION**
4 **CITATIONS PROVING THAT QWEST IS NOT OBLIGATED TO**
5 **PROVIDE A SPLITTER?**

6 A. Absolutely not. In my direct testimony, Exhibit JML-1T, on pages 102 to
7 104, I provided citations from both the FCC and the Texas Commission
8 that declared that an ILEC is not required to provide a splitter.

9 Specifically, the Texas Commission found that if an ILEC does not use
10 outboard splitters, its ruling on splitters does not apply to a splitter that has
11 been incorporated into a DSLAM.

12

13 **Q. HOW DOES QWEST PROVIDE ITS OWN SPLITTERS?**

14 A. Qwest does not utilize non-integrated POTS splitters (or outboard splitters
15 as used by Covad.) The only splitters found in Qwest's central offices are
16 those that are integrated into the DSLAM unit. The DSLAM shelves are
17 connected directly to the back of the data ports of the splitters with
18 amphenol connectors. Therefore, from a design and provisioning
19 perspective, the DSLAM modems and POTS splitters are a single unit.

20 This means that there is a single point of demarcation between the shared
21 loop and the splitter/DSLAM port combinations. The interface to the ATM
22 switch is also a single demarcation point. Finally, the equipment bays
23 which house the splitters and DSLAM units are ordered from the

1 manufacturer as a single unit, with a one-to-one ratio between splitters
2 and ports, and the Qwest technicians do not have access to the cable
3 between the DSLAM unit and the splitters for testing. Bottom line, it is
4 impossible for Qwest to provide access for another provider to the Qwest-
5 owned splitter.

6

7 **Q. PLEASE SUMMARIZE THE ISSUE OF OWNERSHIP OF POTS**
8 **SPLITTERS IN A LINE SPLITTING ENVIRONMENT.**

9 A. The FCC has ruled twice that the ILEC is NOT required to own and to
10 provide splitters to a CLEC in a line splitting arrangement. The Texas
11 Commission reaffirmed the FCC decision when an ILEC does not use
12 outboard splitters. Qwest does not use outboard splitters and therefore,
13 does not need to own the splitters. Unfortunately, Covad was aware of
14 this prior to filing its testimony in Washington and the Commission should
15 again note that Covad provides no evidence that would indicate the FCC
16 or the Texas Commission has ruled otherwise. Rather, Covad simply
17 asserts its position and provides us with no factual basis for overturning
18 the FCC and Texas Commission orders.

19

20 **Q. HAS THERE BEEN ANY NEW DEVELOPMENTS REGARDING THE**
21 **OWNERSHIP OF POTS SPLITTERS?**

22 A. Yes. In the Emerging Service multi-state docket the third party moderator
23 supported the Qwest position regarding POTS Splitters ownership. Ms.

1 Stewart will further address this issue in the Line Sharing portion of this
2 workshop. Qwest recommends this issue only be discussed once.

3

4 **Q. PLEASE SUMMARIZE QWEST'S OVERALL POSITION FOR LINE**
5 **SPLITTING.**

6 A. Qwest is providing line splitting in the manner indicated by the FCC. And
7 as of today, we are unaware of any other ILEC that currently provides a
8 loop splitting offering. Qwest is following the OBF standards for service
9 orders and meets all the FCC guidelines for ownership of the splitter. In its
10 testimony, Covad failed to provide any factual basis for their
11 requests/demands and totally disregarded the extensive testimony I
12 provided in my direct testimony of May 16, 2001. For all these reasons,
13 the Commission has no reason to adhere to Covad's unilateral,
14 unsupported demands and should accept the line splitting portion of the
15 SGAT as fully compliant with 271 obligations.

16

17 **XV. INDIVIDUAL CASE BASIS ORDERS**

18

19 **Q. BOTH AT&T AND WORLDCOM COMMENT ON THE NEED FOR MORE**
20 **SPECIFICITY AROUND INDIVIDUAL CASE BASIS (ICB) ORDERS.**
21 **HAS THIS BEEN DISCUSSED IN ANY OF THE WORKSHOPS**
22 **DEALING WITH LOOPS?**

1 A. Yes, it has. Because the nature of ICB affects more than just the
2 unbundled loop, it was determined that the best area in which to address
3 this was in the General Terms and Conditions workshops.

4

5 **XVI. QWEST EMPLOYEE CONDUCT**

6

7 **Q. HAS THE CONDUCT OF QWEST EMPLOYEES BEEN CHALLENGED?**

8 A. Yes. Covad raised some complaints about "anti-competitive" actions by
9 Qwest installation employees.

10

11 **Q. HAS QWEST TAKEN ANY ACTION IN RESPONSE TO THESE**
12 **ALLEGATIONS?**

13 A. Yes. Appropriate employee contact has always been a priority at Qwest.
14 The corporate code of conduct requires all employees to conduct
15 themselves professionally and to protect customer information. The
16 following activities describe Qwest's actions to address this issue:

17

18 1. Qwest has developed a video-training package that is in the
19 process of being given to all installation employees. This video
20 instructs installers, and all Qwest employees that are involved with
21 the provisioning of unbundled loops, on proper conduct when they
22 are working on behalf of CLECs.

1 2. All Qwest employees are required to sign a Code-Of-Conduct
2 statement that highlights their responsibilities in the competitive
3 telecommunications environment. This statement is attached
4 hereto as Exhibit JML-47. Additionally, management's first quarter
5 2001 bonuses are tied to reviewing and signing the Code of
6 Conduct. If the code of Conduct was not reviewed and signed, the
7 manager and the manager's boss did not receive a second quarter
8 bonus. See Exhibit JML-48 for the letter explaining this policy that
9 was mailed to the homes of all managers. Exhibit JML-49 is a copy
10 of the letter that was distributed to the managers of occupational
11 employees.

12 3. Qwest takes stern disciplinary action, up to and including dismissal,
13 if an employee is found to be violating the Code of Conduct and
14 unlawfully giving Qwest priority over CLECs.

15 4. Qwest continually investigates the allegations in Covad's comments
16 and has requested that Covad continue to provide information
17 relating to its allegations.

18 5. Qwest has reminded all account team, sales and service managers
19 that they are to report any CLEC concerns regarding technician
20 behavior to the appropriate supervisor. Exhibit JML-50 is a copy of
21 the letter that was distributed regarding this matter.

1 6. As a result of the 271 workshop activities, Qwest followed up on the
2 annual Code of Conduct training for all network employees. The
3 Senior Vice President of network distributed a letter to all network
4 employees directly tying the code of conduct responsibilities to the
5 daily interfaces with the CLEC. The letter, attached hereto as
6 Exhibit JML-51, identifies specific behavior that would be
7 considered a violation of the code of conduct.

8 **Q. IS THERE ANYTHING THE CLEC CAN DO?**

9 A. Yes. Qwest strongly encourages the CLECs to bring the specifics of the
10 allegations of misconduct on the part of a Qwest employee to the attention
11 of their account team and allow Qwest to take immediate action. To
12 respond, Qwest must receive full and timely reports of such allegations.

13

14 **XVII. SGAT'S IMPLEMENTATION**

15

16 **Q. THE FINAL AREA DEALS WITH CONCERNS RAISED BY ELI AND**
17 **COVAD ABOUT HOW QWEST ASSURES THAT ONCE RESOLUTION**
18 **IS REACHED IN THE VARIOUS WORKSHOPS, HOW DO THOSE**
19 **AGREEMENTS ACTUALLY GET IMPLEMENTED IN THE FIELD. IS**
20 **THIS A LEGITIMATE CONCERN?**

21 A. Qwest has taken proactive steps to assure that the workshop agreements
22 get implemented as soon as possible. Qwest has committed to update its

1 PCAT and Technical Publications within 45 days of the workshops and to
2 communicate those changes to CLECs through the CICMP process.
3 Qwest is diligently working internally to ensure that all of its processes and
4 procedures comply with the commitments it has made in the Section 271
5 workshops.

6

7 **Q. COVAD CITES AN EXAMPLE OF THAT CAUSED CONCERN**
8 **REGARDING QWEST TRAINING OF ITS EMPLOYEES OF NEW**
9 **ISSUE. CAN YOU SHED SOME LIGHT ON THIS ISSUE**

10 A. Ms. Cutcher makes a point of explaining that the Covad account manager
11 did not know about the new Quality Coordinated Control Center. In her
12 testimony, at page 15, Ms. Cutcher explains that the Qwest witness
13 “introduced into evidence in other states information regarding the
14 improvement in its performance since the QC3 was established. Yet,
15 when Covad questioned its account manager regarding the QC3, the
16 Qwest account manager indicated that she had never heard of it before.”
17 What Ms. Cutcher does not explain in her testimony is that she used the
18 term QC3. The Qwest account manager had never heard of the QC3,
19 because the QC3 does not exist. The account manager dutifully agreed to
20 look into the issue and felt much chagrined when she realized that what
21 Covad was asking about was the “QCCC”, the Quality Coordinated
22 Control Center, which she did know about. She reported back to Covad,
23 the source of the misunderstanding.

1

2 **Q. ARE THERE ANY OVERARCHING CONCERNS QWEST WITH THIS**
3 **PORTION OF MS. CUTCHER'S TESTIMONY?**

4 A. Yes. Ms. Cutcher's testimony casts question on the validity of the
5 performance improvements achieved by the QCCC. However, no facts
6 are presented to contradict the results. Qwest published a book that was
7 distributed to the CLEC describing the QCCC. Qwest conducted a face to
8 face meeting to discuss the QCCC. Qwest has also presented updated
9 performance results in other workshops that show that the QCCC is
10 improving performance.

11

12

XVIII. CONCLUSION OF TESTIMONY

13

14 **Q. PLEASE SUMMARIZE THE QWEST POSITION ON ITS ADHERENCE**
15 **TO FCC GUIDELINES FOR 271 COMPLIANCE FOR UNBUNDLED**
16 **LOOPS.**

17 A. Qwest presented cogent and legally supported information in my direct
18 testimony regarding the various issues around the SGAT and
19 implementation of the various unbundled loop products. Throughout the
20 testimony of the intervenors, there are little or no legal citations to support
21 their requests and quite often, actually ignore the information I provided in
22 my direct testimony. Qwest is, in fact, in full compliance with the federal
23 mandates for provisioning, maintaining and repairing unbundled loops,

1 and in some cases such as the use of the Raw Loop Data Tool and
2 offering both line and loop splitting, is actually ahead of all other ILECs.
3 For these reasons and because of the legal citations supporting the Qwest
4 position, Qwest respectfully asks this Commission to agree that Qwest is
5 in full compliance with 271 requirements for providing unbundled loops.

6

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

8 A. Yes it does.