

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION**

IN THE MATTER OF THE PETITION FOR  
ARBITRATION OF AT&T  
COMMUNICATIONS OF THE PACIFIC  
NORTHWEST AND TCG SEATTLE WITH  
QWEST CORPORATION PURSUANT TO  
47 U.S.C. § 252(b)

**Docket No. UT-033035**

**DIRECT TESTIMONY OF LORETTA A. HUFF  
CABS COMPLIANT BILLING  
(Disputed Issue 27, Section 21.1.1.1.1)  
ON BEHALF OF  
QWEST CORPORATION**

**September 25, 2003**

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1 **I. IDENTIFICATION OF WITNESS**

2  
3 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH**  
4 **QWEST.**

5 A. My name is Loretta A. Huff. I am employed by Qwest Services Corporation (“Qwest”) as a  
6 senior director in the Wholesale Markets organization. My business address is 1801 California,  
7 Denver, Colorado 80202.

8  
9 **Q. PLEASE DESCRIBE YOUR EDUCATION BACKGROUND AND EMPLOYMENT**  
10 **EXPERIENCE.**

11 A. I have a Bachelor of Science degree from Marymount College of Kansas, which I received in  
12 1983; a Master of Telecommunications degree from the University of Denver, which I received  
13 in 1989; a Certificate in Professional Project Management from the University of Denver, which  
14 I received in 1993; and an Executive Master of Business Administration from the University of  
15 Colorado, which I received in 1998.

16  
17 I joined Mountain Bell Telephone Company in 1983. I have held a variety of positions within  
18 Mountain Bell, U S WEST and Qwest. These positions have included systems development,  
19 systems operations, project management, and customer service center management. In 1999, I  
20 undertook responsibility for managing the Wholesale Service Delivery organization’s

1 participation in the test of Qwest's Operational Support Systems (OSS). I currently lead the  
2 operations staff support team for the Wholesale Customer Service Operations organization.

3 **II. PURPOSE OF TESTIMONY**

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

5 A. The purpose of my direct testimony is to explain Qwest's position relating to Issue 27, CABS-  
6 compliant billing. I first present the language at issue and provide some background information  
7 regarding the parties' negotiations. I next provide background information on the CABS-  
8 formatted bills<sup>1</sup> Qwest currently provides to AT&T and explain AT&T's history of selecting and  
9 using those bills. Then I describe Telcordia's CABS Billing Output Specifications (BOS),<sup>2</sup>  
10 explaining that they are guidelines that specifically provide for differences and from which it is  
11 industry practice to have differences. I then address the current disputed issues, explaining that  
12 Qwest's Change Management Process is the appropriate forum for addressing the issues

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<sup>1</sup> CABS stands for Carrier Access Billing System. Qwest's Integrated Access Billing System (IABS) is Qwest's version of CABS.

Qwest uses IABS to bill CLECs for a limited set of products and services, including resale frame relay, LIS, and UDIT. The Customer Record and Information System (CRIS) is the billing system Qwest uses to bill its retail services, resale products and services, and certain UNEs within its wholesale markets. Examples of UNEs or combinations of UNEs billed by CRIS include unbundled loops, sub-loops, line sharing, and UNE-P.

To create the CABS-formatted bill, Qwest uses IABS to convert the CRIS billing data into a BOS format. The BOS-formatted data is then transmitted to the CLEC customer via IABS.

<sup>2</sup> CABS BOS© are a set of industry guidelines developed through the Technical Review Group (TRG) of Telcordia Technologies and maintained by the Telcordia Technologies Billing group. Companies that render CABS bills contribute to the modification of and/or addition to the specifications. In addition, the Ordering and Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS) also provides input regarding such modifications.

1 AT&T raises and that those issues are currently being addressed through the Change  
2 Management Process (CMP) process. Finally, I explain the effect upon the CMP and other  
3 CLECs should AT&T's proposal be accepted.

4  
5 My testimony will demonstrate that Qwest is willing to provide, and in fact is providing, CABS-  
6 formatted bills to AT&T. Moreover, the changes requested by AT&T are following the CMP  
7 process AT&T helped develop and those changes currently have implementation dates.

8  
9 **III. ISSUE NO. 27: CABS COMPLIANT BILLING, SECTION 21.1.1.1.1**

10  
11 **Q. WHAT IS THE CRITICAL QUESTION REMAINING FOR ISSUE 27?**

12 A. This key issue is whether implementation dates for Qwest system enhancements should be  
13 specified in an Interconnection Agreement (ICA) as AT&T proposes or whether the requests  
14 for these system changes should remain in the CMP where they have been discussed with all  
15 participating CLECS, reviewed by all participating CLECs and where they currently have  
16 scheduled implementation dates.

17  
18 **Q. WHAT IS THE CHANGE MANAGEMENT PROCESS?**

19 A. Qwest's Change Management Process provides a forum for managing changes related to  
20 Qwest's products, processes, and systems that support the five categories of OSS functionality

1 (pre-ordering, ordering, provisioning, maintenance and repair, and billing). CMP is used to  
2 process and communicate to CLECs any changes to Qwest's OSS interfaces and to products  
3 and processes that are within the scope of CMP. The CMP also provides CLECs the  
4 opportunity to have input into Qwest-proposed changes and to propose their own. CLECs and  
5 Qwest meet collaboratively at least two days per month to consider such change requests  
6 (CRs).

7  
8 **Q. PLEASE DESCRIBE THE CMP REDESIGN EFFORT.**

9 A. In June 2001, Qwest entered into a collaborative effort with the CLEC community to redesign  
10 its change management process. This effort was undertaken in part in response to issues that  
11 arose in the 271 workshops and in the third party tests. The redesign effort provided an  
12 opportunity for CLECs and Qwest to jointly redesign the change management process. AT&T  
13 was an active and vocal participant in the redesign process.<sup>3</sup> The redesign team met, generally,  
14 four days a month beginning in July 2001 and continuing until October 2002. Members of the  
15 redesign team, including AT&T, presented the final CMP framework in a meeting that was open  
16 to all CLECs. Participants, including AT&T, agreed that the redesign effort is complete and

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<sup>3</sup> The core team that met to redesign the change management process was composed of representatives from several CLECs and Qwest. Generally, about six CLECs were active participants at each redesign session. Participation in the redesign process was open to all CLECs, and meetings were open to the CLEC community and interested parties. In addition, members of the Colorado Public Utilities Commission and the Idaho Commission staff attended some of the sessions, as did representatives of CGE&Y (a third-party test consultant in

1 that future changes will be made pursuant to Section 2.1 of the CMP framework, which sets  
2 forth the process developed by the redesign team by which the change management plan may  
3 be changed in the future. This dynamic approach is consistent with the FCC's recognition that  
4 the change management process is evolutionary by definition:

5 We do not expect any change management plan to remain static. Rather, a key  
6 component of an effective change management process is the existence of a  
7 forum in which both competing carriers and the BOC can work collaboratively  
8 to improve the method by which changes to the BOC's OSS are implemented.<sup>4</sup>  
9

10 More detail regarding why CMP is the appropriate forum for the changes AT&T requests and  
11 AT&T's participation in the redesign effort are set forth in Section VI below.

12  
13 **Q. WHAT DOES AT&T PROPOSE FOR ISSUE 27?**

14 A. In section 21.1.1.1.1 of the ICA, AT&T seeks to prohibit specific differences in Qwest's  
15 CABS billing format, proposing a list which is identical to the list of changes that AT&T  
16 submitted as change requests ("CRs") through Qwest's Change Management Process  
17 ("CMP"). AT&T also proposes set, specific dates by which these changes must be  
18 accomplished, and various penalties should those dates not be met.

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Arizona) and KPMG Consulting (a third party test consultant in the 13 ROC states).

<sup>4</sup> *Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance; Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Texas*, Memorandum Opinion and Order, CC Docket No. 00-65 (rel. June 30, 2000); FCC 00-238, 15 FCC Rcd 18354, 18412 (¶ 117).

1

2 **Q. WHAT LANGUAGE DOES AT&T PROPOSE FOR SECTION 21.1.1.1.1?**

3 A. AT&T proposes the following language for Section 21.1.1.1.1:

4 21.1.1.1.1 Differences and deficiencies in CABS billing that are not permitted under this  
5 Agreement after the dates specified below, include, but are not limited to, the following:  
6 (i) Qwest's failure to process bill data and CSRs on the same date (July 21, 2003); (ii)  
7 Qwest's failure to perform all standard CABS BOS edits on the UNE bills (July 21,  
8 2003); (iii) Qwest failure to populate activity date with the date of the activity associated  
9 with the charges (June 2004); (iv) Qwest's failure to populate the adjustment thru date  
10 with the date through which the adjustment applies (June 2004); (v) Qwest's failure to  
11 populate adjustment from the date with the date from which the adjustment applies  
12 (June 2004); (vi) Qwest's failure to populate an audit number with the reference number  
13 provided by AT&T, which a reference number is included in the transaction (December  
14 2003); (vii) Qwest's failure to populate recurring/non-recurring charge indicator with a  
15 value of "1" for monthly recurring access charges and a value of "2" for non-recurring  
16 charges (June 2004); (viii) Qwest's failure to populate service established dates with the  
17 date on which service was established (June 2004); (ix) Qwest's failure to separate  
18 taxes and surcharges and populate on the appropriate records per the CABS guidelines  
19 (September 2004); (x) Qwest's failure to establish and use more descriptive local use  
20 phrase codes for UNE charges and adjustments (December 2003). In the event that  
21 Qwest fails to properly implement the corrections to any of the foregoing deficiencies by  
22 any of the dates specified, CLEC may withhold payment of all charges reflected on  
23 affected CABS bills rendered by Qwest after any such date. Withheld amounts shall  
24 not be subject to escrow requirements or late payment charges, and shall not otherwise  
25 be treated as a failure to pay under the terms of this Agreement. Once such deficiencies  
26 are corrected and confirmed in a CABS bill received by CLEC, CLEC shall pay all  
27 amounts withheld in connection with such deficiencies. In addition, anytime Qwest fails  
28 to meet the dates specified above, Qwest must demonstrate to the Commission why it  
29 has failed to meet such dates and the Commission may consider such other remedies as  
30 may be appropriate.

31

32 **Q. WHAT DOES QWEST PROPOSE FOR ISSUE 27?**

1 A. The language Qwest proposes identifies the AT&T CRs that are currently being processed  
2 through CMP. Qwest has already implemented the first two changes on AT&T's list. The only  
3 remaining dispute involves the targeted implementation dates for eight CRs for changes to the  
4 CABS-formatted bills. Because the changes requested by AT&T have been evaluated and  
5 targeted implementation dates have been set according to the collaboratively developed  
6 guidelines, Qwest's proposed language requires Qwest to work with AT&T to implement the  
7 changes while maintaining the integrity and authority of the CMP.

8

9 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE FOR SECTION 21.1.1.1.1?**

10 A. Qwest's proposed language for Section 21.1.1.1.1 reads as follows:

11

12 21.1.1.1.1 Subject to Qwest's Change Management Process (CMP), Qwest will work  
13 with CLEC to address the following CABS format billing items: (i) to process bill data  
14 and CSRs on the same date; (ii) perform all standard CABS BOS edits on the UNE  
15 bills; (iii) to populate activity date with the date of the activity associated with the  
16 charges; (iv) to populate the adjustment thru date with the date through which the  
17 adjustment applies; (v) to populate adjustment from the date with the date from which  
18 the adjustment applies; (vi) to populate an audit number with the reference number  
19 provided by AT&T, which reference number is included in the transaction; (vii) to  
20 populate recurring/non-recurring charge indicator with a value of "1" for monthly  
21 recurring access charges and a value of "2" for non-recurring charges; (viii) to populate  
22 service established dates with the date on which service was established; (ix) to  
23 separate taxes and surcharges and populate on the appropriate records per the CABS  
24 guidelines; (x) to establish and use more descriptive local use phrase codes for UNE  
25 charges and adjustments.

26

27 **Q. WHAT IS THE PRACTICAL EFFECT OF THE DIFFERENCE BETWEEN THE**

28 **LANGUAGE PROPOSED BY QWEST AND THE LANGUAGE PROPOSED BY**

1           **AT&T?**

2    A.     The AT&T and Qwest proposals have very different practical effects. First, adopting AT&T's  
3           proposed language would circumvent the objective of the CMP of providing a forum for Qwest,  
4           AT&T and other CLECs to meet, discuss, and implement changes to Qwest systems. Qwest's  
5           language supports the CMP as collaboratively developed by Qwest, AT&T and other CLECs.  
6           Second, AT&T's language allows AT&T to not pay its bill for up to a year (this is described in  
7           detail in section VI below). Qwest's language requires AT&T to pay the bill that is provided by  
8           Qwest in the format that AT&T has requested. Third, AT&T's proposed language arbitrarily  
9           accelerates certain of the targeted implementation dates and proposes penalties for Qwest's  
10          failure to meet those accelerated dates. Again, Qwest does not accelerate its current target  
11          dates nor propose penalties for missing these target dates. This is because Qwest recognizes  
12          that many changes can occur that can impact the target implementation dates, such as the  
13          CLECs agreeing through the CMP that other changes should be implemented first, a better  
14          development approach being identified or an unexpected development complexity being  
15          identified. Because of these realities, Qwest believes CMP is the appropriate place to address  
16          the system changes AT&T desires.

17  
18    **Q.     HAVE AT&T AND QWEST REACHED AGREEMENT REGARDING ANY**  
19    **ISSUES RELATING TO CABS-FORMATTED BILLS.**

20    A.     Yes. AT&T and Qwest have substantially narrowed their differences regarding Section 21.  
21          Initially, the parties disagreed regarding a variety of subjects, including language relating to other  
22          electronic bill formats provided by Qwest and the language to be included in Appendix 1.  
23          However, as part of its continuing efforts to address AT&T's concerns, Qwest has modified its

1 positions regarding some of this language and the parties reached agreement on the language in  
2 Section 21.1.1.1 and Appendix 1. The parties' disagreement regarding CABS billing is now  
3 limited to the language to be included in Section 21.1.1.1.1. Qwest initially opposed the  
4 inclusion of this section entirely. Qwest has modified its position and agreed to include language  
5 regarding the issues AT&T has raised, but in a manner that clearly recognizes these issues are  
6 appropriately being addressed through the CMP.

#### 8 IV. QWEST BILLING PROCESSES

##### 10 Q. DOES THE FCC REQUIRE CABS BILLING FORMAT?

11 A. No. The FCC has declined to specify a particular billing system that a BOC must provide.<sup>5</sup>  
12 However, a BOC must furnish "wholesale bills [to CLECs] in a manner that gives [them] a  
13 meaningful opportunity to compete" in the marketplace for local service. Qwest issues bills to  
14 CLECs for Resale and interconnection products and services using three distinct billing systems,  
15 which were designed to accommodate multiple scenarios: (1) CRIS, (2) IABS, and (3) BART.  
16 The FCC has found that these billing systems "are the same systems Qwest uses for it's own  
17 retail operations" and that "these billing systems provide all the information, in an appropriate

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<sup>5</sup> See Memorandum Opinion and Order, *Application by Qwest Communications International, Inc., for Authorization to Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming, WC Docket No. 02-314, FCC 02-332 (Dec. 23, 2002) (Qwest 271 Order)*, at ¶ 122.

1 format, that is necessary for competing carriers to have a meaningful opportunity to compete.”<sup>6</sup>

2  
3 **Q. WHICH BILLING SYSTEM DOES QWEST USE TO PRODUCE**  
4 **INTERCONNECTION BILLS?**

5 A. CRIS is the billing system Qwest uses to bill its Retail services, Resale products and services,  
6 and certain UNEs within its Wholesale markets. To create the CABS-formatted bill, Qwest  
7 uses IABS to convert the CRIS billing data into a CABS format. The CABS-formatted data is  
8 then transmitted to the CLEC customer via IABS. Examples of Resale products and services  
9 billed using CRIS include basic business and residential services, Centrex, PBX, and Private  
10 Line service (*e.g.*, DS0, DS1, and DS3). Examples of individual or combinations of UNEs  
11 billed by CRIS include Unbundled Loops, Line Sharing, Sub-Loops, Unbundled Switch Ports,  
12 EELs, and UNE-P (*e.g.*, POTS, Centrex, and ISDN).

13  
14 **Q. ARE CRIS BILLS AVAILABLE IN SPECIFIC FORMATS AND TRANSMISSION**  
15 **METHODS?**

16 A. Qwest provides a variety of electronic formats – ASCII, EDI, and CABS – and offers CLECs  
17 a variety of transmission methods. For each type, Qwest provides equivalent information on the  
18 electronic bill as is found on the paper bill. In each of the above three formats, Qwest provides  
19 bills that allows verification of the accuracy of those bills. A CLEC may choose to receive both

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<sup>6</sup> See *Qwest 271 Order* at ¶ 114.

1 a paper bill and an electronic bill free of charge. The EDI-formatted bill, the paper bill or the  
2 CABS-formatted bill may serve as the bill of record.

3  
4 **Q. WHAT IS ASCII?**

5 A. ASCII (American Standard Code for Information Interchange) is a standard way of  
6 representing characters and symbols in electronic form. The ASCII format is easily loaded into  
7 many spreadsheet or database software packages for analysis. The majority of CLECs  
8 ordering UNE-P from Qwest receive their Wholesale bills in ASCII format, along with a paper  
9 bill.

10  
11 **Q. IS EDI AN INDUSTRY STANDARD BILLING FORMAT?**

12 A. Yes. EDI standards are set by the Telecommunications Industry Forum (TCIF). TCIF and  
13 OBF are peer groups that are both sponsored by ATIS which develops telecommunications  
14 industry guidelines. EDI is the computer-to-computer exchange of documents in a standard  
15 format. EDI bills are available for all CRIS-billed services.

16  
17 **Q. OF THE THREE FORMATS AVAILABLE TO QWEST CUSTOMERS, IS CABS  
18 THE PREFERRED FORMAT FOR BILLING?**

19 A. No, CABS is not the most popular bill format. Recent data reflects that among Qwest  
20 customers, only 5 CLECs currently receive an electronic CABS-formatted bill. 86 CLECs are

1 set up to receive Summary Bills in either an ASCII or EDI electronic format: 78 via ASCII and  
2 13 via EDI (with five receiving both ASCII and EDI).

3  
4 **Q. WHAT IS CABS BOS BILLING?**

5 A. The CABS BOS© (Billing Output Specifications) were originally designed to provide  
6 companies with the generic detailed specifications to support the billing function only for access  
7 billing systems. In 1999, the specifications were expanded to include interconnect systems as  
8 well. The Telcordia Technologies Billing group maintains the specifications. The specifications  
9 are expressly designated as guidelines only. New versions of CABS BOS are scheduled every  
10 six months. Each year, one version is scheduled to become effective March 1, and the second  
11 becomes effective September 1. No more than two major versions of CABS BOS are valid at  
12 any time. Version releases should be implemented during the three-month implementation  
13 window that begins on the version effective date.

14  
15 **Q. IS STRICT ADHERENCE TO THE CABS BOS GUIDELINES REQUIRED?**

16 A. No. Telcordia provides an industry standard template, - called the CABS Billing Data Tape  
17 (BDT) Differences List, – to be used to notify bill recipients of the differences that exist between  
18 how a company has chosen to implement CABS Billing and what is specified in the guidelines.  
19 Differences are expected and do not demonstrate “non-compliance” with the guidelines.  
20 Instead, each exchange company makes the final decision whether to use any of the

1 specifications. It is the industry practice is for companies to determine which of the  
2 specifications to implement and to maintain a BDT differences list of CABS BOS Guideline  
3 differences. No local exchange carrier (LEC) in the country has chosen to implement CABS  
4 billing in strict accordance with the guidelines. Instead, each LEC maintains their own CABS  
5 BDT Differences List to communicate the variances between the way in which they have  
6 implemented CABS formatting and the guidelines. Qwest and AT&T each maintain a  
7 “Differences List” of their own. The CLEC reviews the Differences List provided by Qwest to  
8 guide its development efforts.

9  
10 **Q. DOES QWEST VALIDATE THAT TOTALS ON PAPER AND ELECTRONIC**  
11 **BILLS MATCH?**

12 A. Yes. Qwest employs as a safeguard, a process to ensure that the bill totals on paper and  
13 electronic bills are the same. If the electronic and paper bill totals do not match, Qwest will pull  
14 the electronic bill from distribution. Qwest personnel will then compare the electronic bill to the  
15 paper bill, correct any discrepancies, if possible, and notify the CLEC of any remaining  
16 discrepancies and load the bill for electronic transmission to the CLEC.

17  
18 **Q. DOES QWEST HAVE A BILL DISPUTE POLICY?**

19 A. Yes. Qwest has in place bill dispute policies and procedures that ensure CLECs can easily  
20 inquire about the services and charges found on the Wholesale bill. In fact, Qwest’s billing

1 dispute procedures specifically are designed to reduce the burden on CLECs. Qwest's  
2 procedures permit CLECs to file disputes from any bill, regardless of format, with only a  
3 minimum of information, do not currently assess late payment charges, and usually resolve  
4 disputes within 28 calendar days from acknowledgment. To facilitate CLECs' ability to audit  
5 bills, dispute charges, and get timely resolution, Qwest has in place a number of CLEC-friendly  
6 policies and procedures. First, Qwest acknowledges and investigates billing disputes based on  
7 any kind of formatted bill that Qwest provides. Qwest, by allowing claims to be submitted  
8 based on any of its bills, alleviates any concern that a CLEC may have about selecting the  
9 paper, CABS or EDI format as the bill of record. Second, Qwest neither requires end-  
10 user level detail to initiate a billing dispute claim of a systemic nature nor requires the use of a  
11 particular form to submit disputes. Qwest will acknowledge any claim as long as the CLEC  
12 provides a minimal amount of information to investigate the claim. But Qwest does request that  
13 CLECs submit all disputes in writing to avoid any misunderstanding as to the nature and scope  
14 of the dispute. Such minimal information includes the CLEC name, email address, contact  
15 name, Billing Account Number, timeframe, and a brief description of the dispute. Qwest offers  
16 CLECs a billing dispute template, pursuant to OBF guidelines, that CLECs can also use to  
17 initiate billing disputes.



1 billing in all 14 states.

2  
3 **Q. WAS QWEST DEVELOPING A CABS-FORMATTED BILL AT THIS TIME?**

4 A. No. Because of the agreement with AT&T to work toward an EDI implementation in all 14  
5 states, Qwest did not move forward at that time with developing a CABS-formatted bill for  
6 UNE products. However, Qwest continued to offer both EDI and ASCII-formatted bills to  
7 CLECs electronically with a variety of transmission methods. As described earlier, these  
8 options were, and continue to be, very well received by CLECs.<sup>9</sup>

9  
10 **Q. WHEN DID AT&T SUBMIT ITS CHANGE REQUEST TO THE CMP FOR CABS-**  
11 **FORMATTED BILLS**

12 A. AT&T issued a CMP CR in September 2001, requesting the UNE-P bills be generated in a  
13 CABS format.<sup>10</sup> Thus, Qwest began the systems development effort to produce CABS-  
14 formatted bills for UNE-P POTS.

15  

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<sup>9</sup> See page 9, lines 4-7 above.

<sup>10</sup> AT&T opened SCR090601-1, "Request that UNE-P orders to be billed on a CABS bill", on September 6, 2001. This CR was closed as completed on January 27, 2003, with AT&T's agreement. In addition, Rhythms submitted CR 5328167, "Request that loop orders be billed on CABS bill", on January 28, 2001, through the CMP process. This CR was closed as completed on March 20, 2003, with agreement from AT&T, Eschelon, MCI, and McLeod. These CRs are available at "All System Change Requests stasued as Inactive" on <http://qwest.com/wholesale/cmp/archive.html> on Qwest's website.

1 **Q. WAS IT A SIMPLE MATTER FOR QWEST TO OFFER CABS-FORMATTED**  
2 **BILLS?**

3 A. No. The systems development effort required to produce CABS-formatted bills for UNE  
4 products was complex because of the significant differences between the structure of the  
5 existing bill formats (paper, ASCII, and EDI) and the structure of the CABS format. The  
6 existing formats are hierarchical in nature, organized by summary and sub-account; the CABS  
7 format is organized by record type and charge type. Qwest's first CABS-formatted bills, which  
8 were issued beginning in July 2002, contained some errors, all of which were corrected by the  
9 end of 2002. Qwest continued its development efforts through the fall of 2002 to develop  
10 CABS-formatted bills for unbundled loop products. Qwest continues to work with CLECs to  
11 implement enhancements and minimize any remaining errors—and others that may arise in the  
12 future—to improve its CABS-format offering. AT&T's initial CABS CR was closed on  
13 January 27, 2003, with AT&T's agreement.<sup>11</sup> AT&T requested and began receiving CABS-  
14 formatted bills for another product beginning in January 2003.

15

16 **Q. IS AT&T CURRENTLY RECEIVING CABS-FORMATTED BILLS?**

17 A. Yes. AT&T currently receives CABS-formatted bills for UNE-P POTS and unbundled loops.

18 The chronology is as follows:

- 19
  - July 2002 -- UNE-P POTS bills in 3 states

---

<sup>11</sup> *Id.*



1 indicating that the basic requirements have been met,<sup>12</sup> and AT&T would not have opened a  
2 new CMP CR asking that the bills for additional products be provided in this format. Third, the  
3 CMP process provides agreed to mechanisms for AT&T to request changes to Qwest systems,  
4 providing AT&T adequate protection against “unusable” implementations.

5  
6 **VI. QWEST CMP IS THE PROPER FORUM FOR ADDRESSING AT&T’S**  
7 **REQUESTED CHANGES**  
8

9 **Q. WHY IS CMP THE PROPER FORUM FOR ADDRESSING THE ISSUES AT&T**  
10 **SEEKS TO LIST IN SECTION 21.1.1.1.1?**

11 A. These items should be allowed to work their way through the CMP process for several reasons.  
12 First and most important, CMP was established for the specific purpose of ensuring that system  
13 changes are clearly communicated to CLECs and allows all CLECs to participate in CR  
14 clarification and solution design meetings. The development involved in accommodating these  
15 changes to Qwest’s billing systems affects all CLECs, not just AT&T. Qwest’s Wholesale  
16 Change Management Document mandates that “[a] CLEC or Qwest seeking to change an  
17 existing OSS Interface, to establish a new OSS Interface, or to retire an existing OSS Interface  
18 *must* submit a Change Request (CR).”<sup>13</sup> Since the changes requested by AT&T seek to

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<sup>12</sup> *Id.*

<sup>13</sup> Qwest Wholesale Change Management Process Document, which is publicly available at <http://www.qwest.com/wholesale/cmp/whatiscmp.html>, p. 24 (emphasis added).

1 change an existing OSS interface, CMP is the appropriate forum for addressing those requests.  
2 CMP further provides detailed tracking of each CR through to final disposition, so that any  
3 interested party can track the status of any particular CR. The process allows all CLECs to  
4 learn about and anticipate the impacts a change may have on their operations, and to voice  
5 concerns and request changes to mitigate adverse impacts associated with a change. CLEC  
6 participation allows the CLECs to address concerns they may have regarding impacts that may  
7 result from the requested change. The CMP process provides an established forum and, more  
8 importantly, existing procedures designed to ensure that the needs of the broader CLEC  
9 community are addressed and was created to allow such CLECs to voice their concerns and  
10 work toward an equitable solution that better meets the larger community's needs. Indeed,  
11 AT&T was among the CLECs that participated with Qwest in designing the CMP and that have  
12 accepted it as the mechanism for changing systems that affect multiple CLECs.

13  
14 **Q. HAS AT&T PREVIOUSLY STATED ITS POSITION ON THE CMP?**

15 A. Yes. AT&T has previously articulated its view regarding the importance of a change  
16 management process:

17 [A] change management process [] provides an effective way for implementing changes  
18 to the OSS without disrupting the CLEC's operations.  
19 Like other technology, a BOC's OSS are dynamic and constantly changing. Even  
20 relatively modest changes by a BOC to its OSS could result in rejection of CLEC  
21 orders, unless the CLEC is provided with advance notice, consultation, and  
22 documentation. Similarly, CLECs must have a procedure that gives them an effective

1 opportunity to obtain modifications or corrections to the OSS.<sup>14</sup>

2  
3 AT&T was one of several carriers that participated for more than a year in collaboratively  
4 redesigning Qwest's CMP. AT&T accepted CMP as the agreed method for addressing  
5 changes to Qwest's systems, products, and processes, as defined in Qwest's Wholesale  
6 Change Management Process Document.

7  
8 **Q. PLEASE DESCRIBE AT&T'S PARTICIPATION IN THE REDESIGN OF CMP.**

9 A. AT&T played a very significant role in the redesign of the CMP as a member of the Core  
10 Team. AT&T representatives, usually three or four, were present at every CMP Redesign  
11 meeting.<sup>15</sup> In the vast majority of those meetings, an AT&T attorney was also present. AT&T  
12 was so involved in the redesign of CMP, that at the meeting to finalize and present the CMP  
13 Document to all the CLECs for approval, AT&T presented eight of the eighteen sections of the  
14 Document.<sup>16</sup> AT&T voted "yes" at the Final Meeting to accept the CMP design. An  
15 affirmative vote acknowledged that the redesign effort was complete and that the redesigned  
16 CMP sets forth the processes to be followed going forward, including processes for changing

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<sup>14</sup> Application by Qwest Communications International, Inc. for Authorization to Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Nebraska, and North Dakota, WC Docket No. 02-148, Joint Declaration of John F. Finnegan Timothy M. Connolly and Mitchell H. Menezes On Behalf Of AT&T Corp., July 3, 2002, ¶ 27-28.

<sup>15</sup> [CMP Redesign Core Team Attendance Record-Revised 10-21-02](http://www.qwest.com/wholesale/cmp/redesign.html), available at <http://www.qwest.com/wholesale/cmp/redesign.html> .

<sup>16</sup> [CMP Redesign Meeting Minutes for November 22](http://www.qwest.com/wholesale/cmp/redesign.html), available at <http://www.qwest.com/wholesale/cmp/redesign.html> .

1 the CMP itself.<sup>17</sup>

2  
3 **Q. ARE AT&T'S CRS PROGRESSING THROUGH THE CMP PROCESS?**

4 A. Yes, they are. As discussed above, CMP was designed to ensure that such changes are made  
5 in an orderly manner with opportunity for participation and input from the entire CLEC  
6 community. Through CMP, Qwest has committed to making all of the changes sought by  
7 AT&T and has provided targeted implementation dates for each CR in accordance with the  
8 CMP process. In fact, Qwest has already implemented the changes AT&T identified as most  
9 critical.<sup>18</sup> The remaining CRs that will impact the CABS-formatted bill are in various stages of  
10 processing through the CMP process (*i.e.*, are scheduled for upcoming releases or are in  
11 development).<sup>19</sup> The ten CABS format CRs include two that were originated by Qwest and  
12 eight that were initiated by AT&T.<sup>20</sup> Some of AT&T's changes focus on improving the

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<sup>17</sup> *Id.*

<sup>18</sup> In proceedings in Minnesota, AT&T testified that its major concerns regarding Qwest's CABS-formatted bills was that AT&T must be able to electronically process those bills. AT&T also stated that implemented two of its requested changes -- 21.1.1.1(i) and (ii) -- would address that concern. Qwest implemented both of those changes on July 21, 2003.

<sup>19</sup> The Change Management Process, which was collaboratively developed by Qwest and CLECs, specifies a number of procedural steps and timeframes for consideration of each CR. The AT&T CRs are moving through the CMP process according to these procedures. The Change Management Process also contemplates that Qwest may deny CLEC CRs, for specified reasons (including, for example, technologically not feasible; regulatory or legal reasons; outside scope of CMP; economically not feasible; or no demonstrable business benefit). None of the CRs at issue have been denied.

<sup>20</sup> SCR012103-01, which was submitted by AT&T on January 21, 2003, originally included all 10 items. Following initial investigation, Qwest recommended and AT&T agreed on March 4, 2003, to split the CR into separate CRs (SCR012103-01 through 08) to address the unique issues identified. The other two items originally included in SCR012103-01 were already covered by SCR110802-01IG and -02IG, which were submitted by Qwest.

1 accuracy and consistency of the bill, while others identify new data elements to be populated on  
2 the UNE bill, elements which are not currently available on any format of the bill.<sup>21</sup> Qwest  
3 scheduled targeted implementation dates ranging from July 2003 to December 2004, as follows:  
4

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Two of these new CRs, SCR012103-01 (Process bill data and CSRs on the same day) and SCR012103-02 (Perform all standard CABS BOS edits on the UNE bills), were matched to system enhancements that Qwest already had scheduled for July 2003 and were implemented on July 21, 2003..

<sup>21</sup> The changes listed in the following subparts of AT&T's proposed section 21.1.1.1.1 require development to populate new data elements on the UNE bill: (iv) date through which adjustment applies, (v) date from which adjustment applies, (vi) reference audit number provided by AT&T, (vii) recurring/non-recurring charge indicator, and (viii) service established dates.

1

<b>CR No./AT&amp;T proposed section 21.1.1.1.1 subpart</b>	<b>Title</b>	<b>Targeted Implementation Date</b>
SCR110802-01IG	CLLI Summarization; provide usage summarized at the end office instead of detailed at TN level	December 15, 2003
SCR110802-02IG/ 21.1.1.1.1(iv) & (v)	Adjustments – provide from and thru dates	June 2004
SCR012103-01/ 21.1.1.1.1(i)	Process bill data and CSRs on the same day	Deployed July 21, 2003
SCR012103-02/ 21.1.1.1.1(ii)	Perform all standard CABS BOS edits on the UNE bills.	Deployed July 21, 2003
SCR012103-03 (Escalated)/ 21.1.1.1.1(iii)	Populated activity date with the date of the activity associated with the charges	December 2004
SCR012103-04 (Escalated)/ 21.1.1.1.1(vi)	Populate audit number with the reference number provided by AT&T	June 2004
SCR012103-05 (Escalated)/ 21.1.1.1.1(viii)	Populate service established dates with the date on which service was established	December 2004
SCR012103-06 (Escalated)/ 21.1.1.1.1(ix)	Separate taxes and surcharges and populate on the appropriate records per the CABS guidelines.	September 2004
SCR012103-07 (Escalated)/ 21.1.1.1.1(x)	Establish and use more descriptive local use phrase codes for UNE charges and adjustments	June 2004
SCR012103-08 (Escalated)/ 21.1.1.1.1(vii)	Populate recurring/non-recurring charge indicator with a value of “1” for monthly recurring access charges and a value of “2” for non-recurring charges. <sup>22</sup>	June 2004

2

3 **Q. WHICH CHANGES HAVE ALREADY BEEN IMPLEMENTED?**

<sup>22</sup> This indicator was implemented in October 2002 for all changes other than adjustments.

1 A. The first two issues in AT&T's proposed section 21.1.1.1.1 relate to (i) processing bill data and  
2 CSRs on the same date and (ii) standard CABS BOS edits. Both of these changes have  
3 already been implemented. It is important to note that, since Qwest instituted a manual check  
4 process in late April, the bill data and CSRs have not been processed on different days.  
5 However, Qwest has now deployed a mechanized process for ensuring that CSR information is  
6 pulled at the appropriate time. Even before AT&T submitted its CRs, Qwest already applied a  
7 subset of the most critical CABS BOS edits that apply to the products for which Qwest offers  
8 CABS billing and had reviewed the guidelines to identify additional edits that would address the  
9 changes AT&T seeks. Qwest implemented those edits, including balancing routines, in July  
10 2003. Thus, Qwest has already implemented the CRs that address 21.1.1.1.1(i) and (ii) -- the  
11 issues that AT&T itself claimed were most critical to its ability to electronically process Qwest's  
12 CABS bills.<sup>23</sup>

13  
14 **Q. AT&T CLAIMS THAT THE TARGETED IMPLEMENTATION DATES FOR THE**  
15 **REMAINING CRS ARE "TOO FAR IN THE FUTURE." PLEASE EXPLAIN THE**  
16 **REASONING FOR THE TIMING OF THOSE DATES.**

17 A. Many of AT&T's requested changes, including changes relating to population of date  
18 information, require Qwest to capture data that is not currently tracked and is, therefore, not  
19 available on UNE bills in any format at this time. These changes require significant and complex

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<sup>23</sup> See Footnote 16 above.

1 development efforts. While these changes might otherwise seem relatively minor, they actually  
2 require very substantial and costly system and process changes. In those instances where  
3 AT&T seeks to add an element that is not currently available in any format and that is not  
4 captured as part of Qwest's existing process or system flow, Qwest simply cannot provide the  
5 information until the development work is complete. This is true of the changes listed in the  
6 following subparts of AT&T's proposed section 21.1.1.1.1: (iii) date of the activity associated  
7 with charge, (iv) date through which adjustment applies, (v) date from which adjustment applies,  
8 (vi) reference audit number provided by AT&T, (vii) recurring/non-recurring charge indicator,  
9 and (viii) service established dates.<sup>24</sup> Qwest provided the dates in good faith, taking into  
10 account numerous factors, including the complexity of the requests and prerequisite system  
11 changes. Simply moving the dates does not change the amount or complexity of the necessary  
12 work to be completed, and rushing the implementation, if that was even possible, increases the  
13 probability of errors in the systems.

14  
15 **Q. ARE THERE SYTEM UPGRADES THAT AFFECTED THE IMPLEMENTATION**  
16 **DATE SCHEDULE?**

17 **A.** Yes. The implementation of these enhancements is contingent upon a re-architecture of

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<sup>24</sup> It is important to note, however, that item (vii) relating to recurring/non-recurring charge indicator, is narrower in scope than AT&T's description may imply. Qwest already implemented an enhancement to its CABS bill in October 2002 to populate the recurring/non-recurring charge indicator. Currently, therefore, the indicator is not populated only in the case of adjustments and AT&T's concern regarding that indicator is limited to adjustments.

1 Qwest's overall billing system platform. Qwest is currently implementing a significant project to  
2 re-architect the three regional CRIS systems' invoicing subsystem to support a more common  
3 bill format across its three regions. This project is under way and will ultimately result in less  
4 costly updates for future CLEC- and Qwest-requested bill modifications. Such future updates  
5 may include passing additional information to the CABS-formatted bill. The targeted  
6 implementation dates for AT&T's CRs were established with consideration given to the  
7 architectural dependencies of many of AT&T's requested changes on this new invoicing  
8 subsystem. Thus, some of the CR targeted implementation dates are scheduled for mid to late  
9 2004.

10  
11 **Q. DOES CMP PROVIDE A FORUM FOR AT&T TO ADDRESS ANY CONCERNS**  
12 **REGARDING THE TARGETED IMPLEMENTATION DATES?**

13 A. Yes. Any issues associated with the targeted implementation dates for AT&T's requested  
14 changes can be and are being addressed through CMP. In fact, AT&T escalated six of these  
15 items were escalated by AT&T on June 5, 2003, requesting that the targeted implementation  
16 date be moved to August 2003. In each case, Qwest replied that the August 2003 date was  
17 not technically feasible due to the complexity of the requests and because these enhancements  
18 are contingent upon a re-architecture of the overall billing system platform, which is currently  
19 underway.<sup>25</sup> It is important to note, however, that Qwest has a strong history of implementing

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<sup>25</sup> The Qwest escalation responses are publicly available, along with the associated CRs, on Qwest's wholesale

1 CRs by the date on which it committed to do so. Indeed, of the 63 CRs deployed between  
2 August 1, 2002 and August 1, 2003, 60 were implemented on or before the date on which  
3 Qwest committed to make the change. Of the three remaining CRs, one was implemented  
4 within a week of the date on which Qwest committed to make the change and the other two  
5 were implemented within two months of that date.  
6

7 **Q. WHAT IS QWEST'S PRIMARY CONCERN REGARDING THE INCLUSION OF**  
8 **AT&T'S LANGUAGE IN THE INTERCONNECTION AGREEMENT?**

9 A. Qwest's primary concern is to avoid inconsistencies between its contractual obligations to  
10 AT&T and the processing of these issues through CMP. This proceeding regarding AT&T's  
11 interconnection agreement, in which AT&T's view is the only CLEC view represented, is not  
12 the appropriate forum for resolving these issues. Instead, CMP is the appropriate forum  
13 because it provides adequate opportunity for other CLECs to participate in the process.  
14 Because these changes affect CABS-formatted bills for all CLECs, it would be inappropriate to  
15 elevate AT&T's preferences on this issue above those of other CLECs. CMP was specifically  
16 designed to manage the clarification, definition, and implementation of systems change requests  
17 like those AT&T submitted seeking changes to Qwest's CABS BOS bill format. Also, the  
18 inclusion of if contract language that does not defer these issues to the CMP process could

1 result in Qwest's obligations to process system changes pursuant to the CMP being construed  
2 to be inconsistent with contractual language in interconnection agreements. Qwest might then be  
3 subject to enforcement of the differing contract requirement. Qwest seeks to avoid any such  
4 inconsistent obligation particularly where, as AT&T acknowledged in the Minnesota  
5 proceeding, Qwest is required to process the changes AT&T seeks consistent with the CMP  
6 process. In addition, including contract language that is inconsistent with Qwest's obligations  
7 pursuant to CMP would result in undermining the collaborative CMP process.

8  
9 **Q. WHAT WOULD BE THE IMPACT IF SYSTEM IMPLEMENTATION DATES**  
10 **WERE SET BY REGULATORY PROCEEDINGS AS OPPOSED TO BEING SET**  
11 **BY QWEST BASED ON ANALYSIS OF THE ACTUAL IMPACTS TO THE**  
12 **SYSTEM?**

13 A. The impact is that Qwest may be faced with a penalty or may be forced to release system  
14 changes before they are ready. This would circumvent all of the collaborative work in the  
15 development of the processes set forth in the CMP document that occurred during the extensive  
16 CMP redesign effort. After more than a year of exhaustive discussion of every aspect of CMP,  
17 the agreed-to process for changes to Qwest's systems did not include any rigid time frames for  
18 implementation of systems changes or associated penalties in recognition of the fact that the  
19 circumstances of each individual change may vary widely. It would be inappropriate to  
20 circumvent the agreements reached through the collaborative CMP redesign effort by imposing

1 rigid timeframes and associated penalties for specific changes in the context of an  
2 interconnection agreement arbitration with a single carrier.

3  
4 **Q. PLEASE COMMENT ON AT&T'S LANGUAGE STATING THAT AT&T DOES**  
5 **NOT HAVE TO PAY UNTIL ITS CRS ARE COMPLETE.**

6 A. AT&T's proposed language raises several serious concerns. First, it sets Qwest up to be  
7 unable to meet the imposed deadline. Arbitrarily accelerating implementation dates six months  
8 in advance of when Qwest has already scheduled the requested changes creates a significantly  
9 increased probability that the dates will not be met. This also would introduce levels of  
10 uncertainty and risk regarding the scheduled implementation dates that do not now exist.  
11 Second, AT&T's language would allow AT&T to withhold all payments if Qwest is unable to  
12 meet one of the arbitrarily accelerated implementation dates for a single change, regardless of  
13 the billed amount affected by the change. The proposal states that, "[i]n the event that Qwest  
14 fails to properly implement corrections to any of the foregoing deficiencies by any of the dates  
15 specified, [AT&T] may withhold payment of all charges reflected on affected CABS bills  
16 rendered by Qwest after any such date." The language is also too vague. It is not clear  
17 whether AT&T's ability to withhold payment is dependent on the implementation date of the  
18 requested changes or on some other date because the language allows AT&T to withhold  
19 payments if Qwest fails to "properly implement" changes. The proposal fails to identify how  
20 and by whom a determination is made that Qwest failed to "properly implement" changes. And

1 finally, if Qwest cannot meet the arbitrarily accelerated dates, AT&T's proposal could allow  
2 AT&T to withhold payments for an entire year, even if Qwest meets all of its originally targeted  
3 implementation dates.

4  
5 **Q. PLEASE EXPLAIN HOW AT&T WOULD BE ABLE TO WITHHOLD PAYMENTS**  
6 **FOR AN ENTIRE YEAR.**

7 A. Because AT&T has moved some implementation dates from June 2004 back to December  
8 2003, its proposal would allow AT&T to begin withholding payment starting with the December  
9 2003 bill. If Qwest is unable to implement those changes before June 2004 (the currently  
10 scheduled implementation date), AT&T would withhold payments until June 2004.  
11 Furthermore, because AT&T also moved some delivery dates from December 2004 back to  
12 June 2004, if Qwest is unable to implement those changes before the original targeted  
13 implementation dates, AT&T would continue to withhold payments in June and would not  
14 beginning paying its bills again until January 2005. The end-result is a one-year span of time  
15 during which AT&T would be able to withhold payments to Qwest. Additionally, a CLEC  
16 opting into this ICA may be able to withhold payments as well.

17  
18 **VII. CONCLUSION**

19 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST'S PROPOSED**  
20 **LANGUAGE?**

1 A. Qwest's proposed language addresses the proper forum for resolving disputes such as this and  
2 does not incorporate inappropriate and accusatory language. CMP was designed to allow  
3 CLECs to learn about and anticipate the impacts a change may have on their operations, and to  
4 voice concerns and request changes to mitigate adverse impacts associated with a change.  
5 Through CMP, such CLECs can voice their concerns and work toward an equitable solution  
6 that better meets the larger community's needs. AT&T actively participated in designing the  
7 CMP and accepted it as the mechanism for changing systems that affect multiple CLECs. The  
8 CMP process provides an established forum and existing procedures designed to ensure that  
9 the needs of the broader CLEC community are addressed. In fact, for changes such as those  
10 requested by AT&T, the CMP process must be followed. It would be inappropriate to impose  
11 contractual obligations on Qwest that may be inconsistent with Qwest's obligations to process  
12 these issues through CMP.

13

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

15 A. Yes.