

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Joint Application of)
)
QWEST COMMUNICATIONS)
INTERNATIONAL INC. AND) DOCKET NO. UT-100820
CENTURYTEL, INC.)
)
For Approval of Indirect Transfer of Control of)
Qwest Corporation, Qwest Communications)
Company LLC, and Qwest LD Corp.)

RESPONSIVE TESTIMONY OF

BONNIE J. JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

1 **I. INTRODUCTION**

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

3 A. My name is Bonnie Johnson and my business address is 6160 Golden Hills Drive,
4 Golden Valley, MN 55416.

5 **Q. PLEASE PROVIDE A SUMMARY OF YOUR TESTIMONY.**

6 A. My testimony provides factual documentation and background relating to
7 unbundled loops conditioned to transmit the digital signals needed to provide
8 xDSL service, ILEC network maintenance and modernization activities, the
9 Change Management Process, and ILEC marketing activities, disparaging
10 remarks, and discriminatory conduct. The factual information I provide supports
11 the merger conditions proposed by the CLECs in the proceeding. For instance,
12 proposed merger condition 17 addresses the Change Management Process;
13 proposed condition 18 addresses ensuring protection of CLEC information from
14 being used for the Merged Company's retail operations or for ILEC marketing
15 purposes; proposed condition 26 addresses engineering and maintenance of the
16 ILEC network, including not disrupting or degrading service to a CLEC's end
17 user customers; and proposed condition 27 relates to conditioned copper loops.

18 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

1 A. I am employed by Integra Telecom¹ where I currently serve as Director - Carrier
2 Relations. In that capacity, my responsibilities include managing relations
3 between Integra and other telecommunications carriers, including Qwest and
4 other Incumbent Local Exchange Carriers (“ILECs”) and Competitive Local
5 Exchange Carriers (“CLECs”). For example, I have a scheduled bi-weekly call
6 with Qwest service management to discuss operational issues, including
7 provisioning, network, and billing issues, between the companies. I am also
8 involved in escalation of service delivery issues as needed and regularly
9 communicate with Qwest service management on day-to-day issues. These calls
10 and escalations include communications regarding Qwest disparaging remarks
11 and inappropriate marketing activities, as well as Qwest policies regarding
12 conditioned copper loops. I regularly participate in Qwest’s Change Management
13 Process (“CMP”) meetings as Integra’s representative.

14 I participate in multiple entity, multi-state interconnection agreement (“ICA”)
15 negotiations with Qwest for several states on behalf of Integra and its entities and,
16 before that, I participated in ICA negotiations and arbitrations with Qwest on
17 behalf of Eschelon. I am a member of the industry forum known as the Local
18 Number Portability Working Group (LNPA-WG). I have served in this position
19 since September 2003.

¹ Integra Telecom purchased Eschelon Telecom in August 2007. In this testimony, the company and its affiliates will be referred to as Integra. However, when addressing actions taken by Eschelon, including before being purchased by Integra, these Comments may refer specifically to Eschelon.

1 Since joining Integra, I have held four separate positions (including my current
2 position), each with increasing responsibility. From July 2000 to November
3 2001, I held the position of Manager - Network Provisioning where I was
4 responsible for the direction of a Service Delivery team provisioning services to
5 end user customers and handling customer escalations. I held the position of
6 Senior Manager - Customer Operations Process from November 2001 to March
7 2002, where I was responsible for developing and implementing ordering and
8 provisioning processes. And from March 2002 until September 2003, I was the
9 Senior Manager - ILEC Relations, where I was responsible for managing business
10 relations between Integra and other telecommunications carriers. I participated in
11 CMP activities throughout these positions.

12 **Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE BEFORE JOINING**
13 **INTEGRA.**

14 A. I have more than 18 years of experience in the telecommunications industry.
15 Prior to joining Integra, I was employed by US West/Qwest ("Qwest") in a
16 number of different capacities. For a brief time until I joined Integra (then
17 Eschelon) in July of 2000, I worked in Qwest's Wholesale Markets division as a
18 Service Manager, responsible for organizing and facilitating CLEC collocation
19 build-outs and Unbundled Network Element ("UNE") facilities network
20 implementation. From October 1998 until May 2000, I held the position of

1 Process Analyst - Performance Measures, where I analyzed Qwest's service
2 delivery performance and performed root cause analyses.

3 I served as a Qwest Service Delivery Coordinator in Qwest wholesale service
4 vendor services from August 1996 until October 1998, where I was responsible
5 for implementing and delivering services ordered by vendors on behalf of Qwest
6 retail end user customers and ordered by CLEC Centrex resellers. During that
7 time, Qwest selected me for President's Club honors based on my performance.
8 From January 1994 to May 1996, I was in the Qwest retail Home and Personal
9 Services ("H&PS") organization, where I assisted H&PS residential customers
10 with their service requests, including responding to ordering, billing, and other
11 Qwest retail customer issues. Before that, I worked as a directory assistance
12 operator in the Qwest Operator Services organization.

13 Prior to joining Qwest, I was employed for a number of years by Mountain Bell,
14 where I held various positions including positions addressing retail customer
15 service issues. While employed by Qwest, I participated in at least 20 separate
16 seminars and other training sessions, many of which pertained to network
17 facilities, operational processes and service delivery methods and procedures for
18 both wholesale and retail customers.

19 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY REGULATORY**
20 **AGENCY?**

1 A. Yes. I have provided verbal and written testimony in the Qwest-Eschelon
2 interconnection agreement arbitrations,² an expedite-related complaint case
3 against Qwest in Arizona,³ and a Minnesota proceeding relating to Qwest's
4 conversion of UNEs to non-UNEs and arrangements for commingled elements.⁴ I
5 have also provided written testimony in other CenturyLink/Qwest merger
6 proceedings.⁵ I continued to maintain my full responsibilities at Integra, as
7 described above, during the course of those proceedings.

8 **Q. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?**

9 A. This testimony was prepared on behalf of Integra.

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

11 A. As I discuss in my summary above, the purpose of my testimony is to provide
12 factual documentation and background relating to unbundled loops conditioned to
13 transmit the digital signals needed to provide xDSL service, ILEC network
14 maintenance and modernization activities, the Change Management Process, and
15 ILEC marketing activities, disparaging remarks, and discriminatory conduct. The
16 factual information I provide supports the merger conditions proposed by the

² The docket numbers for the Qwest-Eschelon ICA arbitrations are, for Arizona, T-03406A-06-0572; T-01051B-06-0572 ("Arizona arbitration"); for Colorado, 06B-497T ("Colorado arbitration"); for Minnesota, P-5340, 421/IC-06-768 ("Minnesota arbitration"); for Oregon, ARB 775 ("Oregon arbitration"); for Utah, 07-2263-03; ("Utah arbitration"); and for Washington, UT-063061 ("Washington arbitration").

³ ACC Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

⁴ Minnesota Docket Nos. P-421/C-07-370 and P-421/C-07-371.

⁵ Minnesota Docket No. P-421, et. al. / PA-10-456; Colorado 10A-350T; Oregon, UM 1481; Utah 10-049-16; Montana Docket No. D2010.5.55 and Arizona, Docket T-01051B-10-0194, et al.

1 CLECs in the proceeding. For instance, proposed merger condition 17 addresses
2 the Change Management Process; proposed condition 18 addresses ensuring
3 protection of CLEC information from being used for the Merged Company's
4 retail operations or for ILEC marketing purposes; proposed condition 26
5 addresses engineering and maintenance of the ILEC network, including not
6 disrupting or degrading service to a CLEC's end user customers; and proposed
7 condition 27 relates to conditioned copper loops. Mr. Doug Denney of Integra
8 and Mr. Timothy Gates of QSI discuss these issues and these merger conditions in
9 their testimony. I will describe each of the exhibits to my testimony in the order
10 in which they appear.

11 **Q. IS THE PURPOSE OF YOUR TESTIMONY TO REPEAT WORK THAT**
12 **MAY BE DONE IN OTHER DOCKETS OR TO OBTAIN A RULING IN**
13 **THIS DOCKET THAT QWEST'S PRACTICES RELATING TO THESE**
14 **RECOMMENDED CONDITIONS VIOLATE THE LAW?**

15 A. No. CLECs are proposing merger conditions in this docket to ensure that the
16 post-transaction entity complies with the law and does not harm customers and
17 competition. Integra seeks to avoid adverse changes that could otherwise result
18 from the proposed transaction. For example, CenturyLink could adopt the
19 described Qwest practices throughout the merged company. The factual
20 information provided with my testimony demonstrates that there is cause for
21 concern about adverse changes, unless merger conditions are adopted regarding

1 compliance with the law. Mr. Gates addresses the reasons why it is important to
2 obtain merger conditions regarding compliance with the law, even though it
3 seems self-evident that the merged company should comply with the law. Mr.
4 Denney also further discusses these issues in his testimony.

5 **II. EXHIBITS**

6 **Q. PLEASE IDENTIFY THE EXHIBITS TO YOUR TESTIMONY.**

7 A. As part of my testimony, I have included the following exhibits, each of which is
8 described in more detail below:

- 9 • Exhibit BJJ-2: Joint CLEC Initial Comments (November 24, 2009)
- 10 • Exhibit BJJ-3: Errata pages for Exhibit Integra 2.1 with corrections to the
11 table of contents
- 12 • Exhibit BJJ-4: Matrix – Legal Authority Compared to Qwest Position:
13 xDSL-Capable Copper Loops [Attachment A to Joint
14 CLEC Initial Comments]
- 15 • Exhibit BJJ-5: Presentation – Overview: xDSL-Capable Copper Loops
16 [Attachment B to Joint CLEC Initial Comments]
- 17 • Exhibit BJJ-6: Integra April 9, 2009 Notice Letters to Qwest, with
18 Enclosures 1 through 26 [Attachment C to Joint CLEC
19 Initial Comments]
- 20 • Exhibit BJJ-7: CMP Change Request (CR) Detail for CR #PC082808-
21 1IGXES (“Provision Loops per Request CR” or “NC/NCI
22 CR”) [Attachment D to Joint CLEC Initial Comments]
- 23 • Exhibit BJJ-8: CMP Change Request (CR) Detail for CR #PC020409-1EX
24 (“Facilities Assignment USOC CR”) [Attachment E to
25 Joint CLEC Initial Comments]
- 26 • Exhibit BJJ-9: Optional Testing – CMP Materials [Attachment F to Joint
27 CLEC Initial Comments]
- 28 • Exhibit BJJ-10: Excerpts from State Commission Orders Relating to
29 Network Maintenance and Modernization (Issue Number 9-

- 1 33 in Qwest-Eschelon ICA Arbitrations) [Attachment G to
2 Joint CLEC Initial Comments]
- 3 • Exhibit BJJ-11: CLECs Known to have Taken Advantage of the Terms of
4 the Qwest-Eschelon Minnesota Interconnection Agreement
5 via Opt-In or as a Base [Attachment H to Joint CLEC
6 Initial Comments]
 - 7 • Exhibit BJJ-12: Excerpts from MPUC Docket Nos. P-421/C-07-370; P-
8 421/C-07-371, including Department testimony regarding
9 the Change Management Process (“CMP”) and Qwest
10 testimony regarding the importance of compliance with
11 industry standards [Attachment I to Joint CLEC Initial
12 Comments]
 - 13 • Exhibit BJJ-13: Grandparenting ADSL compatible loops and Raw Loop
14 Qualification – CMP Materials [Attachment J to Joint
15 CLEC Initial Comments]
 - 16 • Exhibit BJJ-14: xDSL Summary of Key Events from October 2007 to
17 November 2009- Integra [Attachment K to Joint CLEC
18 Initial Comments]
 - 19 • Exhibit BJJ-15: xDSL Email Exchange – HDSL2 Repairs, Intervals, etc.
20 [Attachment L to Joint CLEC Initial Comments]
 - 21 • Exhibit BJJ-16: Matrix – xDSL Provisioning and Repair Examples
22 [Attachment M to Joint CLEC Initial Comments]
 - 23 • Exhibit BJJ-17: Loop Assignment – Example of Assigned and Unassigned
24 Facilities when Qwest did not assign the best available loop
25 for the service Integra requested [Attachment N to Joint
26 CLEC Initial Comments]
 - 27 • Exhibit BJJ-18: AdTran DSL Assistant Example [Attachment O to Joint
28 CLEC Initial Comments]
 - 29 • Exhibit BJJ-19: Marketing/Disparaging Remarks Examples [Attachment S
30 to Joint CLEC Initial Comments]
 - 31 • Exhibit BJJ-20: Additional Marketing/Disparaging Remarks Examples
32 [includes Attachment S-1 to Integra Motion for Prehearing
33 Conference and Notice of Supplemental Exhibits (July 8,
34 2010) and examples since then]
 - 35 • Exhibit BJJ-21: Other Discrimination Example Chronology [Attachment T
36 to Joint CLEC Initial Comments]

- 1 • Exhibit BJJ-22: November 23, 2009 xDSL Example [Attachment V to Joint
2 CLEC Initial Comments]
- 3 • Exhibit BJJ-23: Qwest May 7, 2010 Network Notification [Attachment W
4 to Integra Motion for Prehearing Conference and Notice of
5 Supplemental Exhibits (July 8, 2010)]
- 6 • Exhibit BJJ-24: Integra and PAETEC Objections to Qwest May 7, 2010
7 Network Notification [Attachment X to Integra Motion for
8 Prehearing Conference and Notice of Supplemental
9 Exhibits (July 8, 2010)]
- 10 • Exhibit BJJ-25: CMP Qwest Change Request (CR) # PC072010-1 and
11 CLEC comments and objections to Qwest's CR
- 12 • Exhibit BJJ-26: Qwest CMP Document
- 13 • Exhibit BJJ-27: Minnesota PUC Docket P-421/C-03-616 ("MN 616
14 orders")
- 15 • Exhibit BJJ-28: CMP Qwest August 5, 2010 Level 3 Notification
16 Regarding ADSL Compatible Loop; PAETEC's comments
17 in response to Qwest's proposed changes; Qwest-prepared
18 August 31, 2010 CMP ad-hoc call meeting minutes;
19 Qwest's September 2, 2010 Renotification; Qwest's
20 Revised redlined changes to its PCAT; and Integra's
21 comments in response to Qwest's September 2, 2010
22 revised proposed PCAT changes.

23 **Q. MR. GATES REFERS IN HIS TESTIMONY TO YOUR TESTIMONY**
24 **INCLUDING ITS EXHIBITS. HAVE YOU REVIEWED THAT**
25 **TESTIMONY, AND IF SO, DID MR. GATES TAKE ANY STATEMENT**
26 **OR EVENT OUT OF CONTEXT?**

27 A. I have reviewed that testimony and, no, Mr. Gates did not take any statement or
28 event out of context.

1 **Q. MR. DENNEY REFERS IN HIS TESTIMONY TO YOUR TESTIMONY**
2 **INCLUDING ITS EXHIBITS. HAVE YOU REVIEWED THAT**
3 **TESTIMONY, AND IF SO, DID MR. DENNEY TAKE ANY STATEMENT**
4 **OR EVENT OUT OF CONTEXT?**

5 A. I have reviewed that testimony and, no, Mr. Denney did not take any statement or
6 event out of context.

7 **Q. PLEASE DESCRIBE EXHIBITS BJJ-2 and BJJ-3.**

8 A. Exhibit BJJ-2 is a true and correct copy of comments that contain information
9 which I verify below and which Mr. Denney verifies in his testimony. The
10 comments were publicly filed by a group of CLECs with the Minnesota
11 Commission on November 24, 2009, in Minnesota Docket No. P-421/CI-09-1066,
12 entitled “In the Matter of a Commission Investigation into Qwest Corporation’s
13 Provision of Network Elements and into Related Marketing Practices Targeting
14 CLEC Customers.”⁶ The CLECs that submitted the comments in that docket are
15 Integra Telecom of Minnesota, Inc. and Eschelon Telecom of Minnesota, Inc.
16 (collectively referred to as “Integra”), Popp.Com (“Popp.com”), Velocity
17 Telephone, Inc. (“Velocity”), US Link, Inc., d/b/a TDS Metrocom, LLC
18 (“TDSM”) and McLeodUSA Telecommunications Services, Inc., a PAETEC
19 company (“McLeodUSA” or “PAETEC”) (collectively referred to as “Joint

⁶ In reviewing the Attachments to Exhibit BJJ-2 as filed with the Joint CLEC Initial Comments in Minnesota, it appears that certain figures (*e.g.*, diagrams, charts, and tables) may not appear in the electronic copies of those attachments that were filed with the Minnesota Commission. Those figures are included in Exhibit BJJ-2.

1 CLECs”). I refer to these comments as the Joint CLEC Initial Comments.

2 Exhibit BJJ-3 is a corrected (errata) version of the table of contents to Exhibit
3 BJJ-2 (showing corrected page numbers to reflect the correct corresponding pages
4 of Exhibit BJJ-2).

5 Many of the exhibits to my testimony were also provided as Attachments to the
6 Joint CLEC Initial Comments (Exhibit BJJ-2).⁷ As described above, the purpose
7 of providing these exhibits is not to re-litigate those issues to obtain a ruling that
8 Qwest is violating the law, as further described by Mr. Denney, but rather the
9 purpose of the exhibits is to offer support for the recommended merger conditions
10 in this proceeding. Although the same facts are helpful to the finders of fact in
11 more than one proceeding, the uses of the evidence may be different, as here.
12 When referencing pages of Exhibit BJJ-2, Integra refers to the original page
13 numbering, which appears at the bottom of each page.

14 **Q. ARE THE ISSUES DISCUSSED IN THE JOINT CLEC INITIAL**
15 **COMMENTS AND ATTACHMENTS LIMITED TO MINNESOTA?**

16 A. No. The described Qwest policies and practices apply throughout Qwest’s 14-
17 state region. Of the 14 Qwest states, Minnesota has initiated an investigation into
18 Qwest UNE provisioning and marketing practices, so these documents were filed

⁷ Because the Joint CLEC Initial Comments refer to the lettering of those Attachments, I also provide a reference to the Attachment in brackets, when applicable, in the above list of exhibits to my testimony, for ease of cross referencing the documents. Some of the parties to this docket (including Qwest and Integra) are participating in more than one docket in more than one state, and efficiencies for the parties can be gained as well by including cross references to the earlier numbering scheme.

1 first in Minnesota. In any event, Qwest's own statements describing its current
2 policies and practices apply region-wide. (See, Exhibit BJJ-4).

3 **Q. HAVE YOU REVIEWED EXHIBITS BJJ-2 AND BJJ-3 (COLLECTIVELY**
4 **REFERRED TO AS EXHIBIT BJJ-2)?**

5 A. Yes. I verify that the factual assertions relating to the Change Management
6 Process ("CMP") and related events, the ICA negotiations and arbitrations, the
7 communications with Qwest and customers on service management issues and
8 escalations, in which I was involved, which are contained in the Joint CLEC
9 Initial Comments and Attachments, that were filed with the Minnesota
10 commission on November 24, 2009, are true and correct statements to the best of
11 my knowledge.

12 Because Exhibit BJJ-3 simply provides corrected page numbering for the table of
13 contents filed previously, I may refer in my testimony to Exhibit BJJ-2, along
14 with the table of contents from Exhibit BJJ-3, collectively as Exhibit BJJ-2.

15 **Q. PLEASE DESCRIBE EXHIBIT BJJ-4, WHICH RELATES TO LEGAL**
16 **AUTHORITY RELATED TO QWEST'S POSITION.**

17 A. Exhibit BJJ-4 is a true and correct copy of a matrix that is used to compare
18 Qwest's legal or contractual obligation with Qwest's stated position or practice,
19 and it is accurately described in the Joint CLEC Initial Comments.⁸ For each of
20 the issues (a)-(j) in Section III(A)(2) of the Joint CLEC Initial Comments (Exhibit

⁸ Exhibit BJJ-2, p. 14 Joint CLEC Initial Comments

1 BJJ-2), the matrix in Exhibit BJJ-4 contains one column that cites Qwest's legal
2 obligation and a corresponding column that cites Qwest's stated position or
3 practice that is contrary to that legal obligation. The latter column identifies the
4 location in the Attachments to the Joint CLEC Comments (Exhibit BJJ-4 through
5 Exhibit BJJ-19, Exhibit BJJ-21, and Exhibit BJJ-22) in which the Qwest
6 document containing the Qwest stated position appears. I participated on behalf
7 of Integra in CMP activities and email exchanges cited in the matrix.

8 **Q. PLEASE DESCRIBE EXHIBIT BJJ-5, WHICH IS AN OVERVIEW**
9 **RELATING TO xDSL-CAPABLE COPPER LOOPS.**

10 A. BJJ-5 is a true and correct copy of a presentation that includes the FCC definition
11 and diagram of an unbundled loop; the FCC definition of line conditioning
12 obligation; a diagram of Qwest's and the FCC's view of line conditioning; FCC
13 testing and repair obligations for conditioned copper loops, and an excerpt from
14 the Washington Arbitrators' Report from the Qwest-Eschelon ICA arbitration
15 proceeding (in which I participated).⁹ Exhibit BJJ-5 also contains a side by side
16 view (FCC/CLEC vs. Qwest) of testing and repair for xDSL loops and a diagram
17 describing HDSL2 test parameters and levels. At a November 13, 2009, meeting,
18 Integra's President & Chief Operating Officer and its Vice President, Corporate

⁹ WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83.

1 Operations reviewed the presentation with Qwest Regional Vice President Ken
2 Beck, as described in Attachment K to the Joint CLEC Initial Comments.¹⁰

3 **Q. PLEASE DESCRIBE EXHIBIT BJJ-6 RELATING TO**
4 **INTERCONNECTION AGREEMENT NOTICE LETTERS SENT TO**
5 **QWEST.**

6 A. Exhibit BJJ-6 contains true and correct copies of written notice letters dated April
7 9, 2009, that Integra sent to Qwest (Warren Mickens, Vice President; Director –
8 Interconnection Compliance; Qwest Legal Department; John Stanoch, President,
9 Minnesota), with copies to Qwest Regional Vice President Ken Beck, Qwest
10 attorneys, Qwest interconnection negotiations personnel, along with 26
11 attachments to those letters. Exhibit BJJ-6 is accurately described in the Joint
12 CLEC Initial Comments.¹¹ I was copied on both notice letters, as was my
13 colleague Doug Denney. The first notice letter in Exhibit BJJ-6 has a subject line
14 of:

15 “Reply to Qwest’s 4/1/09 responses to Integra’s other written ICA
16 notice letters, dated 3/6/09, 3/12/09, and 3/20/09; Ongoing request
17 for business solution and more specific response to
18 legal/ICA/industry standard issues; ICA written notice.”

19 The second notice letter in Exhibit BJJ-6 has a subject line of:

20 “Compliance with Qwest-Eschelon and Qwest-Integra Minnesota
21 ICAs and the Commission’s Order re. Issue 9-33 in Docket No. P-
22 5340, 421/IC-06-768.”

¹⁰ Exhibit BJJ-14, p. 3, footnote 6 (Attachment K, p. 003, footnote 6).

¹¹ Exhibit BJJ-2, p. 4.

1 The 26 enclosures outlined certain events leading up to the April 9, 2009, notice
2 letters, from October 11, 2007, through March 12, 2008, including escalations
3 regarding Qwest's limited testing to voice grade parameters for 2 wire unbundled
4 loops, CMP materials relating to provisioning and assigning facilities for
5 conditioned copper loops, and formal notices to Qwest of breach of the ICAs. A
6 table of the 26 attachments was provided with the April 9, 2009, notice letters and
7 is available at the pages of Exhibit BJJ-6 labeled "Attachment C, Page 006"
8 through "Attachment C, Page 007."

9 **Q. PLEASE DESCRIBE EXHIBIT BJJ-7 RELATING TO INTEGRA'S CMP**
10 **CHANGE REQUEST NUMBER PC082808-1IGXES REGARDING**
11 **CONDITIONED COPPER LOOPS USED TO PROVIDE ADVANCED**
12 **SERVICES.**

13 A. Exhibit BJJ-7 contains true and correct copies of documentation, including
14 meeting minutes, prepared by Qwest to document, or "detail," events that
15 occurred in Qwest CMP relating to a Change Request ("CR") submitted by
16 Integra. Integra's request is entitled "Design, Provision, Test, and Repair
17 Unbundled Loops to the requirements requested by CLEC, including
18 NC/SECNCI Code Industry Standards."¹² I submitted this Change Request on
19 Integra's behalf on August 28, 2008. In CMP, Qwest assigned a CR number of
20 #PC082808-1IGXES to Integra's request. For ease of distinguishing between this

¹² Exhibit BJJ-7, p. 1 (Attachment D, page 001).

1 Change Request and Integra's second Change Request in CMP to ask Qwest to
2 implement a Universal Service Ordering Code ("USOC") (see Exhibit BJJ-8,
3 discussed below), Integra refers to this Change Request as "Provision Loops per
4 Request CR." In its Provision Loops per Request CR, Integra described the
5 problem needing resolution as follows:

6 In October 2007, Integra notified its Qwest service management team that
7 Integra was experiencing issues with Qwest's provisioning and repair of
8 xDSL circuits (provisioned on Non-Loaded Loops). Integra and its related
9 entities ("Integra") have continued to work with its Qwest service
10 management team to address these issues. For example, in May of 2008,
11 Integra provided an example to its Qwest service management team in
12 which HDSL2 service was working fine for Integra's end user customer;
13 Qwest made a Qwest-initiated change to its network which disrupted the
14 customer's HDSL2 service; Integra opened a trouble ticket to restore
15 service; and Qwest repair told Integra that Qwest would test and repair
16 only to voice grade parameters, which meant that the end user customer's
17 HDSL2 service no longer worked (i.e., was permanently disrupted).

18 Integra communicates the type of service it intends to provide on 2/4 Wire
19 Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the
20 Local Service Request (LSR). However, Qwest has indicated that it now
21 designs, provisions and repairs the circuits to voice grade parameters
22 measured at 1004 Hz, regardless of the NCI/SECNCI code requested on
23 the LSR. The Network Code NC: LX-N indicates that a CLEC is ordering
24 within the Non-Loaded Loop family. As discussed below, it supports a
25 number of digital services depending upon the NCI/SECNCI codes
26 provided on the LSR (e.g., Digital DS0 Level, Advanced Digital
27 Transport, ADSL, Basic Rate ISDN, HDSL2 ...). Therefore, an order of
28 LX-N with the NCI code of 02QB9.00H and a secondary NCI code
29 ("SEC") of NCI 02DU9.00H tells Qwest that it needs to provision, test,
30 and repair for HDSL2 capable service. For example, Qwest needs to
31 ensure that the loop meets the appropriate performance parameters. Each
32 digital service has its own parameters, such as:

- 33 • Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz
- 34 • ISDN service Loss at less than 40 dB at 40 kHz

- 1 • ADSL service Loss at less than 41 dB at 196 kHz
- 2 • HDSL2 service Loss at less than 28 dB at 196 kHz.

3 When Integra raised the issue of Qwest limiting digital services to voice
4 grade parameters with its Qwest Service Management team, Qwest
5 responded by indicating that “Qwest does not provision requests to meet a
6 specific facility or technology, but rather provisions a class of service,
7 based on the NC codes the CLEC orders.” Integra continues to believe that
8 its current Interconnection Agreements (“ICAs”) require Qwest to provide
9 unbundled loops that transmit digital signals in addition to voice-grade
10 service, etc. Integra reserves its rights under its ICAs. At the same time, in
11 an effort to resolve this issue and at the request of Qwest, Integra is
12 requesting in CMP that Qwest develop and maintain the process and
13 procedures needed to design, provision, test and repair Unbundled Loops
14 so that the circuit will conform to the requirements requested by CLEC,
15 including compliance with the industry standards for the NCI/SECNCI
16 code provided on the LSR. On 7/23/08, Qwest proposed that Integra
17 submit a change request in CMP, including asking Qwest to design,
18 provision, test and repair services in way that takes into account
19 NCI/SECNCI codes standards instead of just the NC codes. Integra
20 includes that request in this CR. . . .¹³

21 This problem is accurately described in the Joint CLEC Initial Comments.¹⁴
22 Qwest denied Integra’s Provision Loops per Request CR on March 13, 2009,¹⁵
23 and Integra escalated Qwest’s decision on March 20, 2009.¹⁶ Qwest provided its
24 binding response on March 27, 2009,¹⁷ and Integra provided a position statement
25 to Qwest CMP on April 3, 2009.¹⁸

¹³ Exhibit BJJ-7, pp. 1-2 (Attachment D, Pages 001-002).

¹⁴ Exhibit BJJ-2, pp. 23-46.

¹⁵ Exhibit BJJ-7, p. 24 (Attachment D, Page 024).

¹⁶ Exhibit BJJ-7, pp. 24-45 (Attachment D, Pages 024-045).

¹⁷ Exhibit BJJ-7, pp. 47-49 (Attachment D, Pages 047-049).

¹⁸ Exhibit BJJ-7, pp. 49-62 (Attachment D, Pages 049-062).

1 **Q. PLEASE DESCRIBE EXHIBIT BJJ-8 RELATING TO INTEGRA’S CMP**
2 **CHANGE REQUEST NUMBER PC020409-1EX REGARDING QWEST**
3 **IMPLEMENTATION OF A UNIVERSAL SERVICE ORDERING CODE**
4 **(“USOC”) TO IMPROVE ASSIGNMENT OF LOOP FACILITIES.**

5 A. Exhibit BJJ-8 contains true and correct copies of documentation, including
6 meeting minutes, prepared by Qwest to document, or “detail,” events that
7 occurred in Qwest CMP relating to another Change Request (“CR”) submitted by
8 Integra. Exhibit BJJ-8 is accurately described in the Joint CLEC Initial
9 Comments.¹⁹ Integra’s request is entitled “Qwest will implement the USOC to
10 correct the facility assignment for HDSL.”²⁰ I submitted this Change Request on
11 Integra’s behalf on February 4, 2009. In CMP, Qwest assigned a CR number of
12 PC020409-1EXES to the request. For ease of distinguishing this CR from
13 Integra’s earlier request (Provision Loops per Request CR, Exhibit BJJ-7), Integra
14 refers to this Change Request as “Facilities Assignment USOC CR.” In its
15 Facilities Assignment USOC CR, Integra described the problem needing
16 resolution as follows:

17 Integra and its entities (“Integra”) submits this change request (CR) to
18 address a single issue – implementation of a Universal Service Ordering
19 Code (“USOC”) for HDSL (2 and 4 wire non loaded loops) to correct
20 assignment of facilities. Qwest has indicated that there is a USOC already
21 recognized by Telcordia/industry standards that would help ensure that
22 facilities assigned to CLECs meet the parameters and industry standards
23 applicable to the specific HDSL product ordered by the CLEC. Qwest,
24 however, has not yet implemented its use for CLECs. (Qwest has not yet

¹⁹ Exhibit BJJ-2, pp. 44-45.

²⁰ Exhibit BJJ-8, p. 1 (Attachment E, Page 001).

1 indicated whether it uses this USOC for Qwest retail or, if not, how
2 assignment of facilities is physically performed for Qwest retail. Qwest
3 should provide this information.) Qwest should implement the USOC
4 expeditiously.

5 This CR does not replace in any way Integra's CR PC082808-1IGX
6 (which is broader), and it should not delay the processing of that CR.
7 Implementation of a USOC was not specifically mentioned in the
8 description of change in that CR, whereas here Integra is specifically
9 requesting USOC implementation for HDSL. Integra reserves its rights as
10 to CR PC082808-1IGX. It appears from CMP discussions related to
11 PC082808-1IGX that implementation of the USOC may be bogged down
12 by other issues, so Integra has also submitted this CR to attempt to avoid
13 delay in implementing the USOC. If implementation of the USOC assists
14 in resolving some of the issues raised in CR PC082808-1IGX, as
15 suggested by Qwest, then the companies may address that situation at the
16 time. . . .

17 Although Qwest had said that work on USOC implementation is currently
18 underway and scheduled to be implemented in mid April of 2009, Qwest
19 has since suggested that it may stop work on the USOC if CLECs do not
20 agree to an unrelated Qwest proposal. Qwest should not tie
21 implementation of the USOC to other issues. Doing so will cause an
22 unnecessary delay and may cause discriminatory conditions to continue.²¹

23 Integra submitted the Facilities Assignment USOC CR as an exception to the
24 CMP rules (using a process in the governing CMP Document for requesting such
25 exceptions) in an effort to keep the mid-April USOC implementation date to
26 which Qwest had previously committed. The CMP exception process requires a
27 unanimous vote for the request to be processed as an exception to the CMP
28 processes. As required by the CMP Document (Exhibit BJJ-26), Qwest held a

²¹ Exhibit BJJ-8, pp. 1-2 (Attachment E, pp. 001-002).

1 vote on February 17, 2009. Ten carriers voted. Nine voted yes, with only Qwest
2 voting no.²²

3 On February 18, 2009, Qwest sent Integra the denial for its Facilities Assignment
4 USOC CR.²³ Integra escalated the denial on March 5, 2009,²⁴ Qwest provided
5 Qwest's binding response on March 13, 2009,²⁵ and Integra provided its position
6 statement on March 20, 2009.²⁶

7 **Q. PLEASE DESCRIBE EXHIBIT BJJ-9, WHICH CONTAINS CMP**
8 **MATERIALS RELATING TO OPTIONAL TESTING.**

9 A. Exhibit BJJ-9 includes true and correct copies of CMP documentation associated
10 with Qwest's October 2001 CMP Change Request number PC100101-5ES
11 entitled "Clarification of Additional Testing Process," which Qwest then named
12 "optional testing."²⁷ Exhibit BJJ-9 is accurately described in the Joint CLEC
13 Initial Comments.²⁸ Qwest implemented its optional testing charges via CMP
14 over the objections of multiple CLECs.²⁹ Qwest assured CLECs that the charge

²² Exhibit BJJ-6, p. 38 (Attachment C, page 038).

²³ Although Qwest sent the denial to Integra on February 18, 2009, the letter denying the Change Request was dated February 17, 2009. See Exhibit BJJ-6, pp. 39-40 (Attachment C, pages 039-040).

²⁴ Exhibit BJJ-8, pp. 6-13 (Attachment E, pages 006-013).

²⁵ Exhibit BJJ-8, pp. 15-16 (Attachment E, pages 015-016).

²⁶ Exhibit BJJ-8, pp. 16-22 (Attachment E, pages 016-022).

²⁷ Exhibit BJJ-9, pp. 16-17 (Attachment F, pages 016-017).

²⁸ Exhibit BJJ-2, pp. 34-36.

²⁹ Exhibit BJJ-9, pp. 4-12 and 19-39 (Attachment F, pages 004-012 & 019-039).

1 would only apply at CLEC's option and when CLEC does not provide test
2 diagnostics to Qwest.³⁰

3 **Q. PLEASE DESCRIBE EXHIBIT BJJ-10, WHICH CONTAINS EXCERPTS**
4 **FROM STATE COMMISSION ORDERS RELATING TO NETWORK**
5 **MAINTENANCE AND MODERNIZATION.**

6 A. Exhibit BJJ-10 includes true and correct excerpts from state commission orders in
7 Qwest-Eschelon interconnection agreement arbitrations (in which I participated)
8 in five states.³¹ A review of the excerpts in Exhibit BJJ-10 shows that the
9 commissions in all five states agreed with Eschelon's position that Qwest's
10 network maintenance and modernization activity should not disrupt or degrade
11 service to a CLEC's end user customers.³² For example, the Arbitrator in
12 Washington said:

13 While Qwest should have the discretion to modernize its own
14 network, it should be apparent that 'modernization' and
15 'maintenance' efforts should enhance or maintain, not diminish
16 transmission quality.³³

³⁰ Exhibit BJJ-9, pp. 13-18 (Attachment F, pages 013-018).

³¹ Eschelon and Qwest arbitrated the same issue (Issue No. 9-33) in 6 states. A decision is pending in Colorado. See discussion of Exhibit BJJ-10, at pp. 5-7 and 47-50 in Exhibit BJJ-2, the Joint CLEC Initial Comments (Attachment G and the Joint CLEC Initial Comments, pp. 5-7 & 47-50).

³² The FCC's unbundling rule provides, in part: "An incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop." 47 C.F.R. §51.319(a)(8). This language is reflected in proposed merger condition 26(a).

³³ WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83.

1 **Q. PLEASE DESCRIBE EXHIBIT BJJ-11, WHICH LISTS CLECs KNOWN**
2 **TO HAVE OPTED IN TO THE QWEST-ESCHELON**
3 **INTERCONNECTION AGREEMENT.**

4 A. Of the five Qwest-Eschelon interconnection agreement (“ICA”) arbitrations
5 completed to date,³⁴ Minnesota was the first. Exhibit BJJ-11 includes a list of
6 twelve (12) CLECs known to have either opted into the Qwest-Eschelon ICA in
7 Minnesota or used the agreement as a base. In addition to the examples in Exhibit
8 BJJ-11, Hood Canal Telephone Co. Inc and Computer 5 have opted in to the
9 Qwest-Eschelon ICA in Washington, FiberNet Monticello has opted-in to the ICA
10 in Minnesota, and POPP.com, Inc. has opted in to the ICA in Arizona. These
11 CLECs have substantially the same ICA provisions as Eschelon and Integra,
12 including the same provisions regarding xDSL and line conditioning.³⁵

13 **Q. PLEASE DESCRIBE EXHIBIT BJJ-12 RELATING TO UNILATERAL**
14 **CONDUCT BY QWEST IN CMP AND QWEST’S STATEMENTS**
15 **REGARDING THE IMPORTANCE OF INDUSTRY STANDARDS.**

16 A. The CMP Document (Exhibit BJJ-26), which outlines the rules and procedures
17 governing conduct of Qwest’s CMP, provides that the interconnection agreements
18 control over CMP (including changes to Qwest’s web-based Product Catalog,

³⁴ For the docket numbers, see the footnote above (to the description of my background).

³⁵ See Exhibit BJJ-6, pp. 124-164 (Attachment C, pages 124-164). See Exhibit BJJ-11, p. 2 and pp. 50-51 in Exhibit BJJ-2, the Joint CLEC Initial Comments (Attachment H, p. 2 and the Joint CLEC Initial Comments, pp. 50-51).

1 known as the PCAT, made through CMP).³⁶ CMP was a subject of extensive
2 testimony in the Qwest-Eschelon ICA Arbitrations (in which I participated). The
3 Minnesota arbitrators concluded: “Eschelon has provided *convincing evidence*
4 that the CMP process does not always provide CLECs with adequate protection
5 from Qwest making *important unilateral changes* in the terms and conditions of
6 interconnection.”³⁷ In the Oregon Qwest-Eschelon ICA Arbitration, when Qwest
7 asserted that it had properly implemented a process through the CMP, the
8 arbitrator in Oregon similarly commented upon evidence submitted by Eschelon
9 and concluded regarding Qwest’s assertion that “the record casts doubt upon that
10 assertion.”³⁸ Since then, a witness for the Minnesota Department of Commerce
11 also commented upon Qwest’s unilateral conduct in CMP, stating: “The
12 Commission should consider advising Qwest that if there is another incident of
13 this type where Qwest takes unilateral action (without collaborating with the
14 CLECs) that results in operational barriers for CLECs, then the Commission will
15 require future Qwest processes and changes related to 251 UNEs . . . that affect
16 Minnesota CLECs be submitted to the Commission for prior approval.”³⁹ A true

³⁶ Exhibit BJJ-26, CMP Document (Arbitrated ICA Exhibit G), §1.0 (“Introduction and Scope”). See also Qwest-Integra ICA §12.1.6.1.4 (Exhibit BJJ-6, p. 153 (Attachment C, p. 153)).

³⁷ See Arbitrator’s Report, In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b), MPUC Docket No. P-5340, 421/IC-06-768 (“Minnesota Qwest-Eschelon ICA Arbitration”), adopted as modified by the MPUC in its Order Resolving Arbitration Issues (March 30, 2007), ¶ 22 (emphasis added).

³⁸ Order No. 08-365, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No.ARB 775 (July 7, 2008), p. 64.

³⁹ See Exhibit BJJ-12, Attachment I, p. 4, lines 11-16, MN conversions/commingling docket, Dr. Fagerlund Reply Testimony (Sept. 25, 2009). I was also a witness in this docket.

1 and correct excerpt of this testimony is contained in Exhibit BJJ-12.⁴⁰ In Arizona,
2 the Commission has similarly cautioned Qwest: “We concur with Staff, and
3 caution Qwest to review its procedures so that the CMP is not utilized to change
4 Commission-approved rates.”⁴¹

5 Exhibit BJJ-12 also contains true and correct excerpts from Qwest witnesses who
6 testified in multiple rounds of testimony that industry standards are important and
7 who claimed that Qwest complies with industry standards. For example, Qwest
8 witness Renee Albersheim, in her Surrebuttal Testimony, testified:

9 ...as Qwest sees it, choosing to ignore regulations and choosing to
10 ignore industry standards is not an option.⁴²

11
12 If industry standards were used by ILECs to create operational
13 barriers for CLECs, the practices would be forced to change by the
14 industry.⁴³

15
16 Industry standards are not created by ILECs to benefit only ILECs.
17 They are created and supported by a broad spectrum of industry
18 participants to benefit the industry as a whole.⁴⁴

19 **Q. PLEASE DESCRIBE EXHIBIT BJJ-13 CONTAINING CMP MATERIALS**
20 **RELATING TO QWEST’S CHANGE REQUEST TO GRANDPARENT**
21 **ADSL COMPATIBLE LOOPS.**

⁴⁰ See Exhibit BJJ-12, pp. 1-4 and discussion of CMP, Exhibit BJJ-2, pp. 2-3 in the Joint CLEC Initial Comments (Attachment I, pp. 001-004 and the Joint CLEC Initial Comments, pp. 2-3).

⁴¹ Commission’s Opinion and Order, *In re. Eschelon Telecom Inc., of Arizona v. Qwest Corporation*, Docket Nos. T-03406A-06-0257, T-01051B-06-0257, Decision No. 70557 (Oct. 23, 2008) (“ACC Decision No. 70557”) (p. 32 line 26 – p. 33 line 1).

⁴² Exhibit BJJ-12, p. 19, lines 8-9 (Attachment I, p. 019, lines 8-9).

⁴³ Exhibit BJJ-12, p. 20, lines 10-11 (Attachment I, p. 020, lines 10-11).

⁴⁴ Exhibit BJJ-12, p. 20, lines 14-16 (Attachment I, p. 020, lines 14-16).

1 A. Exhibit BJJ-13 includes CMP meeting materials associated with Qwest's
2 grandparenting of ADSL capable loops, which is accurately described in the Joint
3 CLEC Initial Comments.⁴⁵ I participated in these events on behalf of Integra.

4 **Q. PLEASE DESCRIBE EXHIBIT BJJ-14, WHICH IS INTEGRA'S xDSL**
5 **KEY SUMMARY OF EVENTS.**

6 A. Exhibit BJJ-14 provides a high level overview of the summary of events related to
7 Integra's efforts to resolve the issues relating to conditioned copper loops and
8 xDSL. The overview includes a timeline from October 2007 to November of
9 2009 for escalations to Qwest service management, Integra's Change Requests
10 submitted to Qwest in CMP, and Vice President level escalations.⁴⁶ I participated
11 in these events on behalf of Integra.

12 **Q. PLEASE DESCRIBE EXHIBIT BJJ-15, WHICH CONTAINS EMAIL**
13 **EXCHANGES BETWEEN QWEST AND INTEGRA REGARDING xDSL**
14 **ISSUES.**

15 A. Exhibit BJJ-15 contains true and correct copies of email exchanges between
16 Qwest and Integra, including communications between an Integra ILEC Relations
17 Process Specialist, who reports to me, and a Qwest service manager. The email
18 exchanges took place between October of 2007 and January of 2008. They began
19 as a result of the escalation by an Integra repair supervisor to Qwest service

⁴⁵ Exhibit BJJ-2, pp. 18-22.

⁴⁶ Exhibit BJJ-14, pp. 1-3 (Attachment K, pp. 001-003).

1 management regarding a repair for an HDSL2 loop on October 11, 2007.⁴⁷ In the
2 matrix comparing legal authority to Qwest's stated positions (Exhibit BJJ-4,
3 Attachment A), Qwest's statements from Exhibit BJJ-15 (Attachment L) are
4 accurately quoted and cited in matrix row numbers 3, 6, 9, and 10.

5 As shown in Exhibit BJJ-15, Integra requested clarification on several matters in
6 an email Integra sent to Qwest on November 14, 2007; Qwest responded on
7 January 21, 2008, indicating: (1) Qwest does not use the NCI codes to provision
8 the loop and claims that the NCI code is only informative⁴⁸ to Qwest; (2) Qwest
9 unilaterally defines "excessive bridge tap" as bridge tap within certain distances⁴⁹
10 (rather than as the federal rule defines it, as bridge tap that that could diminish the
11 capability of the loop to deliver xDSL⁵⁰); (3) Qwest does not allow a CLEC to
12 reserve a particular available loop, even if Qwest's loop qualification shows
13 multiple loops and one may perform better than another;⁵¹ (4) "Qwest does not
14 provision requests to meet a specific facility or technology, but rather provisions a
15 class of service, based on the NC codes on the CLEC orders";⁵² and (5) Qwest

⁴⁷ Exhibit BJJ-15, p. 1 (Attachment L, p. 001); see also Exhibit BJJ-6, p. 8.

⁴⁸ Exhibit BJJ-15, p. 1 (Attachment L, p. 001) at Qwest's response to question number one, first paragraph; see also *id.* at Qwest's response to 3 (c), second paragraph on p. 3. Qwest confirmed its position later in CMP. Exhibit BJJ-6, p. 62 (Attachment C, p. 062) (15) Qwest CMP Denial, 3/13/09; Exhibit BJJ-7, p. 4 (Attachment D, p. 004) March 18, 2009 CMP meeting.

⁴⁹ Exhibit BJJ-15, p. 2 (Attachment L, p. 002,) Qwest's response to question number two.

⁵⁰ 47 C.F.R. §51.319(a)(1)(iii)(A).

⁵¹ Exhibit BJJ-15, p. 2 (Attachment L, p. 2). Qwest's response to question 3 (a). See Exhibit BJJ-2, pp. 37-38, Joint CLEC Initial Comments.

⁵² Exhibit BJJ-15, p. 3 (Attachment L, p. 3,) Qwest's response to questions 3 (c), second paragraph.

1 repair employees that told Integra to submit an order to remove bridge tap were in
2 error because Qwest does not offer that “product” or “service.”⁵³

3 **Q. PLEASE DESCRIBE EXHIBIT BJJ-16 AND EXHIBIT BJJ-22**
4 **REGARDING xDSL EXAMPLES.**

5 A. Exhibit BJJ-16 includes a summary matrix, along with true and correct copies of
6 corresponding supporting documentation. The examples relate to conditioned
7 copper loop provisioning, repair, and billing (*e.g.*, maintenance of service and
8 optional testing charges). The examples in Exhibit BJJ-16 (Attachment M)
9 correspond to issues (a)-(j) in Section III(A)(2) of the Joint CLEC Initial
10 Comments (Exhibit BJJ-2):

- 11 • Qwest restricts testing to voice transmission parameters and
12 refuses digital signal levels on trouble reports.
- 13 • Qwest denies access to ADSL capable loops based on
14 grandparenting of ADSL.⁵⁴
- 15 • Qwest refuses to repair/restore service to data/digital levels leaving
16 the customer adversely impacted.
- 17 • Qwest refuses to remove certain devices, including bridge tap
18 when removing the devices could resolve the issue. Although
19 Qwest did agree in a limited circumstance to remove the bridge
20 tap, the repair was delayed and the customer was impacted. In the
21 majority of cases, Qwest refuses to remove the bridge tap (or other
22 device).

⁵³ Exhibit BJJ-15, p. 4 (Attachment L, p. 4.) Qwest’s response to question 4.

⁵⁴ In a June 5, 2008 email from Qwest Regional Vice President, Wholesale, Ken Beck to Integra, Qwest said that “CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop *to receive an HDSL Level of Transmission*” even though Qwest was not making the ADSL capable loop available to all CLECs. See Exhibit BJJ-6, p. 16 (Attachment C, p. 016.) (emphasis added)

- 1 • Qwest charges CLECs a maintenance of service charge even
2 though the trouble is in the Qwest network (e.g. due to bridge tap).
- 3 • Qwest refuses to proceed with the repair unless the CLEC
4 authorizes charges for optional testing, when the CLEC has
5 provided test results to Qwest, when asking Qwest to test is
6 supposed to be optional.
- 7 • Qwest does not assign the best available pair for the type of loop
8 requested because Qwest assigns to voice parameters for 2 and 4
9 wire non-loaded loops.

10 Exhibit BJJ-22 contains true and correct documentation for an additional
11 example.⁵⁵ Integra escalated the issue to Integra’s Qwest service manager when
12 Qwest refused to remove the bridge tap after Integra submitted trouble tickets to
13 Qwest. Qwest’s service manager first refused to escalate the issue and told the
14 Integra repair manager to have an Integra general manager or vice president
15 escalate the issue directly to Qwest Regional Vice President, Wholesale, Ken
16 Beck. When Integra responded that Integra was appropriately sending the
17 example to the Qwest service manager because end user customers are being
18 impacted,⁵⁶ the Qwest service manager responded to Integra’s repair manager

⁵⁵ Exhibit BJJ-22 (Attachment V) was provided as a separate exhibit (rather than in the matrix) because the example occurred on November 23, 2009, the day before the Joint CLEC Initial Comments (Exhibit BJJ-2) were filed on November 24, 2009. Due to time constraints at that time, the example was added at the end of the exhibits. It is maintained separately here simply for ease of reference when looking for documents cited in Exhibit BJJ-2 by the numbering used in those comments.

⁵⁶ The Qwest service manager’s instruction was contrary to Qwest’s own procedures, developed in CMP Re-design and currently reflected in Qwest’s PCAT, which states: “*Escalations can be initiated for any issue, at anytime, and at any escalation point.*” (emphasis added). See <http://www.qwest.com/wholesale/clecs/exesclover.html>; see also Exhibit BJJ-26 (CMP Document) §12.8.1.

1 nine minutes later⁵⁷ with two short sentences: “The Circuits are testing within
2 specification of the loops ordered.^[58] Qwest considers this issued closed.”⁵⁹ As
3 the example shows, Qwest claims the loop is “within specification,” even when
4 bridge tap is interfering with xDSL service on a loop for which conditioning was
5 authorized.

6 **Q. PLEASE DESCRIBE EXHIBIT BJJ-17 REGARDING LOOP**
7 **ASSIGNMENT.**

8 A. Exhibit BJJ-17 includes a true and correct copy of a CLEC order (a Local Service
9 Request or “LSR”), along with true and correct copies of Qwest documentation
10 related to a loop that was assigned by Qwest, as well as other loops that Qwest did
11 not assign.⁶⁰ Exhibit BJJ-17 (Attachment N) accurately illustrates a problem
12 resulting from the CLEC’s inability, per Qwest’s processes, to reserve a loop.⁶¹

13 **Q. PLEASE DESCRIBE EXHIBIT BJJ-18, WHICH IS AN EXAMPLE FROM**
14 **THE ADTRAN DSL ASSISTANT.**

15 A. Exhibit BJJ-18 (Attachment O) includes true and correct copies of documentation
16 from an equipment vendor named AdTran. This documentation provides further

⁵⁷ The email time of Qwest’s response appears to be two hours earlier than Integra’s email. The time discrepancy, however, is due to the fact that Qwest’s service manager is in the Central time zone and Integra’s repair manager is in the Pacific time zone.

⁵⁸ Qwest’s comment is based on its position that it tests xDSL loops to voice parameters only. See, Exhibit BJJ-4 (Attachment A), Row Nos. 1-2.

⁵⁹ Exhibit BJJ-22, p. 1 (Attachment V, p. 1) November 23, 2009 email response from Qwest.

⁶⁰ This LSR was selected randomly only for purposes of comparing assigned and unassigned loops for the same address. (It is not one of the examples of non-working service.)

⁶¹ Exhibit BJJ-2, pp. 37-41.

1 support to accurately illustrate the problem resulting from the CLEC's inability,
2 per Qwest's processes, to reserve a loop.⁶²

3 **Q. HAVE YOU REVIEWED ATTACHMENTS P, Q, AND R TO THE JOINT**
4 **CLEC INITIAL COMMENTS (EXHIBIT BJJ-2)?**

5 A. Yes. Attachment P contains excerpts from PAETEC's Business Analysis and
6 Quality Assurance ADSL EDI document, Attachment Q contains PAETEC-
7 Qwest communications regarding ADSL & SDSL troubles, and Attachment R
8 contains PAETEC's Summary of Key Events.⁶³ During at least the same time
9 period as Integra has been raising problems with Qwest's xDSL practices with
10 Qwest,⁶⁴ PAETEC has also been raising problems with Qwest's xDSL practices
11 with Qwest. PAETEC's experiences are similar to those of Integra. I was present
12 at CMP meetings when PAETEC described to Qwest the types of issues described
13 in its Attachments. For example, I attended the November 18, 2008, monthly
14 CMP meeting when PAETEC said, as reflected in Qwest-prepared meeting
15 minutes:

16 Julia Carter-Redman-McLeodUSA said that their concern is that
17 they have a circuit that has worked properly for years (11/26/08
18 Comments to minutes received from Integra) a change occurs in
19 Qwest's network and now the circuit doesn't work. Qwest's
20 response is that the circuit meets the standar [SIC] for test per NCI
21 code and CLEC now has to re-order because it has the wrong NCI
22 codes. Jamal Boudhaouia-Qwest said that the issue is to provide
23 correct NCI codes. Julia Redman-Carter-McLeodUSA said that the

⁶² Exhibit BJJ-2, pp. 39-41.

⁶³ Exhibit BJJ-2, p. i.

⁶⁴ Exhibit BJJ-14 (Attachment K) Integra xDSL Summary of Key Events.

1 (11/26/08 Comments to minutes received from Integra) circuit has
2 been working for years and the codes in the beginning worked and
3 now there is a repair issue. Qwest is now claiming it doesn't work
4 because the NCI codes are wrong and we have to reorder with the
5 now correct NCI codes. . . .

6
7 Julia Redman-Carter-McLeodUSA said that they don't want
8 (11/26/08 Comments to minutes received from Integra) to have to
9 reorder something that has been working and now stops working.
10 PAETEC want the service repaired based on the standard for the
11 service we originally ordered and received.⁶⁵

12 Integra has experienced many of the same issues as PAETEC has experienced
13 related to repairing unbundled loops that are supposed to be conditioned to
14 transmit the digital signals needed to provide xDSL service.⁶⁶

15 **Q. PLEASE DESCRIBE THE EXAMPLES IN EXHIBIT BJJ-19 AND**
16 **EXHIBIT BJJ-20 RELATED TO DISPARAGING REMARKS.**

17 A. Exhibits BJJ-19 and BJJ-20 contain accurate descriptions of multiple separate
18 instances that Integra has reported to Qwest's service management team in which
19 Qwest has taken advantage of Qwest's unique role as both a vendor and a
20 competitor of CLECs, in the manner described as follows by the Minnesota
21 commission:

22 As a provider of monopoly and bottleneck wholesale services, as
23 well as the best-known provider of retail services, Qwest has
24 unparalleled opportunities to manipulate the wholesale service
25 transfer process to its benefit. For this reason, ensuring that calls
26 from other carriers' customers are immediately referred to them

⁶⁵ Exhibit BJJ-7, p. 18 (Attachment D, p. 018), November 18, 2008 CMP meeting minutes.

⁶⁶ *Triennial Review Order*, ¶ 249.

1 and preventing misleading characterizations of other carriers'
2 conduct are critical to providing adequate wholesale service.⁶⁷

3 Exhibit BJJ-19 was attached to the November 24, 2009, Joint CLEC Initial
4 Comments (Exhibit BJJ-2, Attachment S). Exhibit BJJ-20 contains additional
5 examples that have occurred since then.⁶⁸ The last page of Exhibit BJJ-20
6 illustrates the problem. It describes the following exchange between a Qwest
7 representative and an Integra customer as follows:

8 “‘what it would take to switch over ...Integra going out of
9 business?’ I told him 'probably' to which he replied ‘Well, we'll
10 do all we can to get them out of business.’”

11 The examples include inappropriate Qwest actions and Qwest comments made to
12 Integra’s end user customers, which the end user customer then reports to Integra.

13 Integra provides examples to Qwest’s service manager, and Integra adds the
14 examples to an issues log that Integra manages and provides to Qwest weekly.

15 More typically, such Qwest communications are not necessarily in writing or, if
16 they are written and provided to an end user customer, the end user customer may
17 not want to be caught in the middle by informing the CLEC or providing copies to
18 the CLEC. Therefore, there may be more incidents, but a CLEC is not in a
19 position to know of them. After all, a CLEC representative is not present when

20 Qwest contacts CLEC’s customer for marketing purposes or makes disparaging

⁶⁷ Exhibit BJJ-27, p. 12 , MN 616 Order, July 30, 2003.

⁶⁸ Integra filed Attachment S-1 with its July 8, 2010, Motion for Prehearing Conference and Notice of Supplemental Exhibits in the same Minnesota proceeding. Since then, additional instances have been added to Exhibit BJJ-20.

1 remarks to CLEC's customer.

2 As the increasing number of examples shows, the passage of time without a
3 mechanism for deterring such conduct is not without consequences. Merger
4 condition 18 seeks to ensure the protection of CLEC information from being used
5 for the Merged Company's retail operations or improper marketing purposes.

6 **Q. PLEASE DESCRIBE EXHIBIT BJJ-21 RELATING TO OTHER**
7 **DISCRIMINATION.**

8 A. Exhibit BJJ-21 contains a chronology, along with true and correct copies of
9 supporting documentation, relating to an example of discrimination that is
10 accurately described in the Joint CLEC Initial Comments.⁶⁹ I participated in the
11 communications with Qwest relating to this example.

12 **Q. HAVE YOU DESCRIBED THE xDSL EXAMPLE IN EXHIBIT BJJ-22?**

13 A. Yes, I described Exhibit BJJ-22 earlier, when discussing Exhibit BJJ-16, which
14 also contains xDSL examples.

15 **Q. PLEASE DESCRIBE EXHIBIT BJJ-23 CONTAINING QWEST'S MAY 7,**
16 **2010, NETWORK NOTIFICATION.**

17 A. Exhibit BJJ-23 contains a true and correct copy of a May 7, 2010, Qwest Network
18 Notification that Qwest sent with an effective date of May 14, 2010. The subject
19 of Qwest's May 7, 2010, notice states: "ICONN Update to include list of Cross-

⁶⁹ Exhibit BJJ-2, pp. 54-57.

1 boxes with Potential for Power Disparity.” The notification said:

2 Effective May 14, 2010, Qwest will be adding a link on the
3 ICONN website that provides a list of cross-boxes with a potential
4 for power disparity, aka spectral interference. This list identifies
5 the cross-boxes where Qwest has installed Digital Subscriber Line
6 Access Multiplexer ("DSLAM") facilities as Remote Terminals in
7 close proximity.

8 Included in the products impacted were “xDSL Unbundled copper (metallic)
9 loops.”⁷⁰ This Qwest network notification is similar in terms of effect to the
10 Qwest notification to which CLECs previously objected which said:
11 “Qwest...says the service may be degraded or may not work at all.”⁷¹ In some
12 respects, the May 7, 2010, notice is worse, because it applies to all xDSL, rather
13 than only ADSL compatible loops as with the previous notice.

14 **Q. PLEASE DESCRIBE EXHIBIT BJJ-24 CONTAINING INTEGRA AND**
15 **PAETEC OBJECTIONS.**

16 A. Exhibit BJJ-24 contains true and correct copies of Integra and PAETEC
17 objections to Qwest’s May 7, 2010, Network notification (Exhibit BJJ-23). The
18 objections were sent to Qwest CMP, Qwest service management, and the Qwest
19 Interconnection email address. Integra provided several cites to ICAs and the law
20 as a basis for Integra’s objection. For example, Integra said:

⁷⁰ Exhibit BJJ-23, p. 1.

⁷¹ Exhibit BJJ-2, pp. 18-19 & Exhibit BJJ-13 (Attachment J).

1 In its notice, Qwest recognizes no limits on adverse impacts, such
2 as those in the law and the ICAs. For example, in the Qwest-
3 Eschelon ICA arbitrations (issue 9-33), state commissions rejected
4 Qwest's position that it could make network modifications that
5 adversely impact data or other services without restoring them.
6 Qwest mentions spectral interference in its notice. The Arbitrated
7 ICAs provide, in section 9.2.6.8, that Qwest shall not disconnect
8 Carrier services to resolve a spectral interference dispute. Qwest's
9 vague notice provides no such limitation and it is at best unclear as
10 to whether "impacted" includes, in Qwest's view, disconnection.
11 In addition, CLECs have raised a number of issues relating to
12 problems with Qwest's handling of NC/NCI codes (such as those
13 raised by Integra and PAETEC in CMP). If Qwest's handling of
14 NC/NCI codes results in problems at the spectrum management
15 phase, Qwest should not shift those problems or the responsibility
16 for correcting them to CLECs.⁷²

17 PAETEC responded that it agreed with Integra's objections, and also said:

18 Furthermore, PAETEC strongly objects to Qwest's attempt to
19 impose a change that (incidentally relates to an on-going,
20 unresolved issue between PAETEC and Qwest), is contrary to
21 terms within the ICAs and was strongly objected to by CLECs in
22 the CMP process. (See references noted by Integra in mail below.)
23 Qwest's distribution of this notice, in light of the preceding
24 discussions, applicable CMP and ad hoc meetings, and unresolved
25 issues displays Qwest's overt disregard for CLECs and the
26 processes established for "working together."⁷³

27 Despite Integra's and PAETEC's objections, Qwest moved forward and
28 implemented the change on May 14, 2010. The notice creates uncertainty for
29 CLEC customers of Qwest regarding the reliability and availability of conditioned
30 copper loops that are supposed to be conditioned to transmit the digital signals

⁷² Exhibit BJJ-24, pp. 1-2.

⁷³ See Exhibit BJJ-24, p. 1.

1 needed to provide xDSL service.⁷⁴ Qwest still has not explained how its notice is
2 consistent with the FCC's unbundling rule that states: "An incumbent LEC shall
3 not engineer the transmission capabilities of its network in a manner, or engage in
4 any policy, practice, or procedure, that *disrupts or degrades access* to the local
5 loop."⁷⁵

6 **Q. PLEASE DESCRIBE EXHIBIT BJJ-25 RELATING TO RECENT QWEST**
7 **ACTIVITY IN CMP TO IMPLEMENT UNAPPROVED RATES FOR**
8 **LINE CONDITIONING VIA CMP.**

9 A. Exhibit BJJ-25 is a true and correct copy of a Change Request that Qwest
10 announced to CLECs in the July 2010 monthly CMP meeting, along with true and
11 correct copies of CLEC objections to the Change Request. At least Integra,
12 PAETEC, and Velocity objected to Qwest's Change Request (though the
13 objection deadline has yet been established). I am participating in these events on
14 behalf of Integra. Qwest has indicated that, despite CLECs' objections, Qwest
15 intends to proceed with its changes, which Qwest said in CMP would include new
16 charges.

17 Neither ICA negotiations nor settlement negotiations have resulted in a resolution
18 of the disputes relating to conditioned copper loops. Although the Minnesota
19 UNE Provisioning docket should proceed, and arbitrations go forward in other

⁷⁴ *Triennial Review Order*, ¶249.

⁷⁵ 47 C.F.R. § 51.319(a)(8) (emphasis added).

1 states upon conclusion of ICA negotiations, Qwest has instead announced that,
2 before then, it is going to unilaterally implement its negotiations positions
3 including unapproved rates, which have been rejected by Integra and PAETEC,
4 via CMP. Qwest is proceeding even though CLECs have objected to Qwest
5 essentially using CMP to implement unapproved rates and even though CLECs
6 had on two previous occasions brought these issues to CMP in a timely manner,
7 only to have Qwest deny their requests.⁷⁶ Qwest announced that its CMP changes
8 will apply only in Minnesota – the only state that has opened an investigation into
9 Qwest’s UNE provisioning practices.

10 **Q. ARE YOU FAMILIAR WITH EXHIBIT BJJ-26, WHICH IS THE CMP**
11 **DOCUMENT?**

12 A. Yes, I am familiar with the CMP Document (Exhibit BJJ-26) which, as I indicated
13 earlier, outlines the rules and procedures governing conduct of Qwest’s CMP. In
14 addition, CMP is addressed in interconnections agreements.⁷⁷ I have been
15 participating in Qwest CMP meetings and communications for almost ten (10)
16 years, and I frequently review and cite the CMP Document in the course of that
17 participation.

18 **Q. YOU HAVE DISCUSSED A NUMBER OF CHALLENGES WITH**
19 **QWEST’S CMP, INCLUDING UNILATERAL CONDUCT BY QWEST.**

⁷⁶ Exhibit BJJ-7 (Attachment D) & Exhibit BJJ-8 (Attachment E).

⁷⁷ Exhibit BJJ-6, Attachment C, pp. 152-153 (Pages 293-294 of the ICA); see Exhibit BJJ-11 (Attachment H).

1 **GIVEN THOSE CHALLENGES, DOES CENTURYLINK HAVE A CMP**
2 **THAT COMPARES FAVORABLY?**

3 A. No. In fact, when before the CenturyTel-Embarq merger, Integra asked its
4 Embarq Account manager if Embarq had a change management process so that
5 Integra could participate in that process, Embarq did not indicate it had any CMP.
6 Instead, Embarq simply directed Integra to its website, which discusses a CLEC
7 Issue Resolution process. I have also reviewed the CenturyTel website, which
8 discusses a notice process. These websites do not have anything like the terms
9 laid out in the Qwest CMP Document (Exhibit BJJ-26). According to the Embarq
10 website, the CLEC Resolution process is just one annual and two semi-annual
11 meetings. Meetings that occur so infrequently cannot adequately deal with the
12 day-to-day product, process, and systems issues that occur between ILEC and
13 CLEC. There is express recognition in the Qwest CMP Document that product,
14 process, and systems changes may impact CLECs, and in some cases they have a
15 “major effect on existing CLEC operating procedures.”⁷⁸

16 Short-term or after-the-fact notices and infrequent meetings are insufficient to
17 allow CLECs to meaningfully participate in proposed changes and to prepare for
18 changes that have a major impact on their operations. Calling inadequate
19 procedures “streamlined”⁷⁹ does not make them adequate. In fact, it raises
20 concern that CenturyLink, which has not similarly experienced 271 evaluation, is

⁷⁸ Exhibit BJJ-26, CMP Document, Section 5.4.5.

⁷⁹ Joint Petitioners’ Reply Comments, WC Docket No. 10-110, July 27, 2010, at p. 24.

1 unfamiliar with the extent of its wholesale customers' needs and the role that a
2 working CMP has in meeting those needs.

3 **Q. IS INTEGRA'S VIEW OF THE VALUE OF CMP A NEWLY FORMED**
4 **VIEW?**

5 A. No. The company has long supported the importance of a working CMP that
6 meets the 271 criteria used to evaluate Qwest's CMP, despite the challenges
7 posed by the manner in which Qwest implements it. For example, four years ago,
8 I testified in the Qwest-Eschelon interconnection agreement arbitration that Mr.
9 Michael Starkey of QSI accurately described CMP in his testimony,⁸⁰ in which he
10 said that the CMP will continue to play an important role in ILEC-CLEC
11 relations⁸¹ and that the purpose of Eschelon's CMP examples were not to change

⁸⁰ Direct Testimony of Bonnie Johnson, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 6, lines 15-17; see *id.* p. 5, lines 8-13. See also, Direct Testimony of Bonnie Johnson, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007, Eschelon/43, Johnson/20, lines 19-22 see also Eschelon/43, Johnson/12, lines 1-6); Direct Testimony of Bonnie Johnson, Colorado Qwest-Eschelon ICA Arbitration, CPUC Docket 06B-497T (December 15, 2006), p. 9, lines 5-7; Direct Testimony of Bonnie Johnson, Utah Qwest-Eschelon ICA Arbitration, Utah PSC Docket 07-2263-03 (June 29, 2007), p. 22, lines 16-27; Direct Testimony of Bonnie Johnson, Arizona Qwest- Eschelon ICA Arbitration, ACC Docket T-03406A-06-0572; T-01051B-06-0572 (November 8, 2006), p. 9, line 14; Direct Testimony of Bonnie Johnson, Washington Qwest- Eschelon ICA Arbitration, WUTC Docket UT-063061 (September 29, 2006), p. 7, line 3.

⁸¹ Direct Testimony of Michael Starkey, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 21, line 16 – p. 22 line 2. See also Direct Testimony of Michael Starkey, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007), Eschelon/1, Starkey/25, lines 3-12; Direct Testimony of Michael Starkey, Colorado Qwest-Eschelon ICA Arbitration, CPUC Docket 06B-497T (December 15, 2006), p. 22, lines 10-12; Direct Testimony of Michael Starkey, Utah Qwest-Eschelon ICA Arbitration, Utah PSC Docket 07-2263-03 (June 29, 2007), p. 26, lines 15-17; Direct Testimony of Michael Starkey, Arizona Qwest-Eschelon ICA Arbitration, ACC Docket T-03406A-06-0572; T-01051B-06-0572 (November 8, 2006) , p. 25, lines 1-3; Direct Testimony of Michael Starkey, Washington Qwest-Eschelon ICA Arbitration, WUTC Docket UT-063061 (September 29, 2006), p. 23, lines 16-18.

1 CMP, but to review the relationship between CMP and interconnection
2 agreements:

3 By recognizing these CMP and PCAT realities, Eschelon is not
4 requesting changes to CMP or suggesting that the Commission
5 needs to make a finding that CMP is flawed before it can find in
6 Eschelon's favor. Such findings are unnecessary for Eschelon to
7 prevail. Eschelon's position on each issue is fully supported by the
8 facts and should prevail on the merits of that issue, as discussed
9 with respect to each individual issue throughout the direct
10 testimony. The purpose in relating these CMP and PCAT realities
11 is to ensure that the facts about CMP and the PCAT are known
12 when evaluating claims made by Qwest and when reviewing the
13 examples and chronologies. . . . Certainly, the realities of CMP and
14 the PCAT shed some light on why, for critical business issues, a
15 CLEC may conclude it needs to exercise its Section 252 right to
16 negotiation and compulsory arbitration.⁸²

17 **Q. PLEASE DESCRIBE EXHIBIT BJJ-27 CONTAINING MINNESOTA**
18 **COMMISSION ORDERS.**

19 A. Exhibit BJJ-27 includes true and accurate copies of Minnesota commission orders
20 dated July 31, 2003, and November 12, 2003, from *In The Matter of a Request by*
21 *Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest*
22 *and Regulatory Procedures*, Minnesota PUC Docket P-4211C-03-616 ("MN 616

⁸² Direct Testimony of Michael Starkey, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 31, line 10 – p. 32 line 10. See also Direct Testimony of Michael Starkey, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007), Eschelon/1, Starkey/38, line 15 – Starkey/39, line 17; Direct Testimony of Michael Starkey, Colorado Qwest-Eschelon ICA Arbitration, CPUC Docket 06B-497T (December 15, 2006), p. 36, lines 1-19; Direct Testimony of Michael Starkey, Utah Qwest-Eschelon ICA Arbitration, Utah PSC Docket 07-2263-03 (June 29, 2007), p. 40, line 14 – p. 41, line 16; Direct Testimony of Michael Starkey, Arizona Qwest-Eschelon ICA Arbitration, ACC Docket T-03406A-06-0572; T-01051B-06-0572 (November 8, 2006) p. 41, line 8 – p. 42, line 7; Direct Testimony of Michael Starkey, Washington Qwest-Eschelon ICA Arbitration, WUTC Docket UT-063061 (September 29, 2006), p. 35, line 12 – p. 36, line 12.

1 orders”). The orders address an inappropriate communication between Qwest
2 retail and Qwest wholesale.

3 **Q. PLEASE DESCRIBE EXHIBIT BJJ-28 CONTAINING CMP MATERIALS**
4 **REGARDING ADSL COMPATIBLE LOOPS.**

5 A. Exhibit BJJ-28 includes true and correct copies of an August 5, 2010 Qwest CMP
6 notification and PAETEC’s comments in CMP in response to Qwest’s August 5,
7 2010 notification.⁸³ BJJ-28 also includes Qwest-prepared meeting minutes from
8 an August 31 CMP ad-hoc call, Qwest’s September 2, 2010 CMP renotification
9 (replacing the August 5, 2010 notification), along with Qwest-proposed revised
10 changes to the language of its online product catalog (“PCAT”) regarding ADSL
11 compatible loops, and Integra’s September 17, 2010 comments in CMP in
12 response to Qwest’s revised PCAT changes. Earlier, when discussing Exhibit
13 BJJ-13, I described Qwest’s grandparenting of ADSL compatible loops so that
14 such loops are no longer available, per Qwest, to all CLECs.

15 Qwest’s August 5, 2010, notification and Qwest’s September 2, 2010
16 renotification both state: “Qwest is updating this document to include a change in
17 process. In the Implementation section of this document under Provisioning and
18 Installation, information is being added regarding performance testing.

⁸³ PAETEC agreed with all of Integra’s August 18, 2010 comments on Qwest’s initial changes to the PCAT and included comments of its own. Some of the Integra August 18, 2010 comments no longer apply because Qwest later revised its proposed changes to the PCAT. The August 18, 2010 Integra comments that continue to apply after the PCAT revisions are repeated in Integra’s September 17, 2010 comments. See BJJ-28, pp. 21-24.

1 Additionally, information is being added to clarify that service requests will be
2 rejected if they do not meet the performance test parameters applicable to the
3 product selected by the CLEC and that the standard jeopardy procedure will be
4 followed.”⁸⁴ Although Qwest states that its purpose is clarification, the notice
5 raises more questions than it answers, as described in Integra’s September 17,
6 2010 CMP responsive comments that are part of Exhibit BJJ-28. Qwest’s
7 notification created additional business uncertainty regarding ADSL compatible
8 loops.

9 On August 31, 2010, Qwest held an ad-hoc CMP meeting by telephone to
10 discuss its response to CLEC written comments. Before the CMP call, Qwest
11 revised its proposed changes to its PCAT.⁸⁵ Qwest’s changes verify Qwest’s long-
12 standing non-compliance with the law and the interconnection agreements,⁸⁶ as
13 previously described by Joint CLECs.⁸⁷ Specifically, the Qwest-prepared CMP
14 meeting minutes of the August 31, 2010 ad-hoc CMP call show that Qwest
15 admitted that Qwest had not been testing ADSL compatible loops to digital
16 levels.⁸⁸ This confirms the Joint CLECs’ evidence that, for years,⁸⁹ Qwest has not

⁸⁴ Exhibit BJJ-28, p. 1 and p. 9.

⁸⁵ Exhibit BJJ-28, pp 12-19. Qwest made its proposed PCAT revisions available to CLECs on its website before the August 31, 2010 ad hoc call and then, afterward, included a link to the proposed PCAT revisions in its September 2, 2010 renotification.

⁸⁶ See, e.g., Qwest-Integra MN ICA §9.2.2.9.6, Exhibit BJJ-6 (Attachment C), p. 149.

⁸⁷ E.g., Exhibit BJJ-4, Row No. 2; see also Exhibit BJJ-14 (Attachment K) Integra xDSL Summary of Key Events.

⁸⁸ Exhibit BJJ-28, p. 5, first paragraph. One of the Qwest-proposed changes to its PCAT is, at this late date, to add digital (196kHz) testing for ADSL compatible loops.

⁸⁹ E.g., Exhibit BJJ-4, Row Nos. 1-4.

1 been in compliance with the federal rule stating that ILECs, such as Qwest, may
2 not restrict its testing of such conditioned copper loops to testing for voice
3 transmission only.⁹⁰ Qwest's CMP meeting minutes indicate: "We just started
4 the test about 3 - 4 weeks ago."⁹¹ Qwest made no commitment in CMP as to how
5 long the recent PCAT changes would stay in place. Just as Qwest is changing its
6 PCAT with this notification, Qwest may change it again to revert to its former
7 policy at any time, such as after this proceeding ends.

8 In a June 5, 2008 email, Qwest's Regional Vice President had said: "If
9 Integra wishes to receive a signal that is tested at 196kHz, you would need to
10 request an ADSL service or a DS1 capable loop."⁹² This statement suggested at
11 the time that, although Qwest wrongly limited testing of conditioned copper loops
12 for other types of xDSL (e.g., HDSL), that it was at least Qwest's policy to test
13 ADSL capable loops to digital (e.g., 196kHz) levels. The information provided
14 by Qwest during the recent CMP ad hoc call indicates that Qwest's policy
15 included ADSL as well.⁹³

⁹⁰ "Insofar as it is technically feasible, the incumbent LEC shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only." 47 C.F.R. §51.319(a)(1)(iii)(C). The third sentence of CLEC's recommended condition number 27 reflects the requirements of 47 C.F.R. §51.319(a)(1)(iii)(C), as Mr. Gates pointed out in his responsive testimony.

⁹¹ Exhibit BJJ-28, p. 5, first paragraph.

⁹² Exhibit BJJ-6 (Attachment C), p. 016.

⁹³ After Qwest sent this email in 2008, Qwest unilaterally announced that, even when ADSL remains available (after Qwest grandparented ADSL), "ADSL service may be degraded or may not work at all." See Exhibit BJJ-13 (Attachment J, March 13, 2009 Qwest notice), p. 015, discussed at Exhibit BJJ-2, pp. 18-20.

1 Only after a state commission became involved and, in the Minnesota
2 generic UNE Provisioning proceeding, established a schedule for the filing of
3 testimony,⁹⁴ did Qwest initiate this change to the ADSL PCAT to finally
4 recognize the need to conduct at least some testing to digital levels.⁹⁵ Qwest did
5 not do so until August 5, 2010 -- nearly three years after Integra called to Qwest's
6 attention the need to test to digital parameters.⁹⁶ CLEC's recommended merger
7 condition number 27 is needed to help ensure that, when this proceeding ends, the
8 Merged Company does not simply change the very recent information in the
9 PCAT back to the previous PCAT language reflecting Qwest's long-standing
10 policy of restricting testing to voice transmission only.

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

12 A. Yes.

13

⁹⁴ Minnesota Docket No. P-421/CI-09-1066.

⁹⁵ Additional testing issues remain (*e.g.*, industry standard testing, such as wide-band testing for wide-band technologies such as ADSL.) See Exhibit BJJ-28 at pp. 21-23.

⁹⁶ Exhibit BJJ-6 (Attachment C), p. 008; see also Exhibit BJJ-14 (Attachment K) Integra xDSL Summary of Key Events.