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1 BEFORE THE WASHINGTON UTILITIES AND
2 TRANSPORTATION COMMISSION

3 In the Matter of the Continued)
4 Costing and Pricing of) Docket No. UT-003013
5 Unbundled Network Elements and) Volume XIX
6 Transport and Termination.) Pages 2100 to 2230
7 _____)

8 A hearing in the above matter was held on
9 March 28, 2001, at 1:30 p.m., at 1300 South Evergreen
10 Park Drive Southwest, Room 206, Olympia, Washington,
11 before Administrative Law Judge LAWRENCE BERG and
12 Chairwoman MARILYN SHOWALTER and Commissioner RICHARD
13 HEMSTAD and DR. DAVID GABEL.

14 The parties were present as follows:

15 COVAD COMMUNICATIONS COMPANY, by BROOKS E.
16 HARLOW, Attorney at Law, Miller Nash, LLP, 601 Union
17 Street, Suite 4400, Seattle, Washington 98101.

18 THE WASHINGTON UTILITIES AND TRANSPORTATION
19 COMMISSION, by GREGORY J. TRAUTMAN and MARY TENNYSON,
20 Assistant Attorneys General, 1400 South Evergreen Park
21 Drive Southwest, Post Office Box 40128, Olympia,
22 Washington, 98504-0128.

23 QWEST CORPORATION, by LISA ANDERL, Attorney
24 at Law, 1600 Seventh Avenue, Suite 3206, Seattle,
25 Washington 98191.

26 VERIZON NORTHWEST, INC., by JENNIFER L.
27 MCCLELLAN and MEREDITH B. MILES, Attorneys at Law,
28 Hunton and Williams, 951 East Byrd Street, Richmond,
29 Virginia 23219.

30 Joan E. Kinn, CCR, RPR
31 Court Reporter

02101

1 ELECTRIC LIGHTWAVE INC.; ADVANCED TELECOM
2 GROUP, INC.; AT&T COMMUNICATIONS OF THE PACIFIC
3 NORTHWEST, INC.; MCLEOD USA TELECOMMUNICATIONS SERVICES
4 INC.; FOCAL COMMUNICATIONS CORPORATION OF WASHINGTON;
5 AND XO WASHINGTON, INC.; by MARY E. STEELE, Attorney at
6 Law, Davis, Wright, Tremaine, LLP, 1501 Fourth Avenue,
7 Suite 2600, Seattle, Washington 98101.

8 WORLDCOM, INC., by ANN HOPFENBECK, Attorney
9 at Law, 707 - 17th Street, Suite 3600, Denver, Colorado
10 80202.

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1 P R O C E E D I N G S

2 JUDGE BERG: This is a continued hearing in
3 Docket UT-003013. Today's date is March 28th, 2001. We
4 will resume the hearing today with cross-examination
5 testimony of witness Robert Kennedy.

6 Mr. Kennedy, at this point, would you please
7 stand and raise your right hand.

8

9 Whereupon,

10 ROBERT J. KENNEDY,
11 having been first duly sworn, was called as a witness
12 herein and was examined and testified as follows.

13

14 JUDGE BERG: Thank you, sir.

15 Ms. Anderl, why don't you go ahead with the
16 qualification of this witness.

17 MS. ANDERL: Sure, thank you, Your Honor.

18

19 D I R E C T E X A M I N A T I O N

20 BY MS. ANDERL:

21 Q. Good afternoon, Mr. Kennedy.

22 A. Good afternoon.

23 Q. Would you please state your name and business
24 address for the record, and pull the microphone a little
25 closer.

02106

1 A. Sure, Robert F. Kennedy, 1314 Douglas on the
2 Mall, 6th Floor, Omaha, Nebraska 68102.

3 Q. And, Mr. Kennedy, did you file supplemental
4 direct testimony adopting the pre-filed testimony of
5 Perry Hooks?

6 A. Yes.

7 Q. And did you also cause to be prepared an
8 errata to that testimony?

9 A. Yes.

10 Q. And finally, did you also prepare an updated
11 pricing exhibit that reflected the revisions to the cost
12 studies performed by Ms. Million in her February 7th,
13 2001, testimony?

14 A. Yes.

15 Q. And are all of those testimonies and exhibits
16 before you and premarked as Exhibits T-1060 through
17 1064?

18 A. Yes.

19 Q. Other than the errata, is that testimony true
20 and correct to the best of your knowledge?

21 A. Yes, it is.

22 Q. And do you have any changes or corrections or
23 additions to make?

24 A. No, I don't.

25 MS. ANDERL: Thank you.

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1 Your Honor, we would offer Exhibit T-1060,
2 1061, T-1062 as well as E-1062, 1063, and 1064.

3 JUDGE BERG: Hearing no objections, those
4 exhibits are admitted.

5 MS. ANDERL: Thank you, and Mr. Kennedy is
6 available for cross.

7 JUDGE BERG: Let's be off the record just for
8 one moment.

9 (Discussion off the record.)

10 JUDGE BERG: Ms. Steele.

11 MS. STEELE: Thank you.

12

13 C R O S S - E X A M I N A T I O N

14 BY MS. STEELE:

15 Q. Good afternoon, Mr. Kennedy.

16 A. Good afternoon.

17 Q. I'm going to focus on the new price list that
18 you filed on March 20th. I believe that it's Exhibit
19 1064, your Exhibit RFK-3; do you have that in front of
20 you?

21 A. Yes, I do.

22 Q. Now I'm looking at the -- unfortunately, I
23 don't think there are line and page numbers.

24 MS. ANDERL: There are.

25 MS. STEELE: You're right, there are. They

02108

1 weren't where I expected them to be.

2 BY MS. STEELE:

3 Q. I'm looking at the first page, and I'm
4 focusing for now on the nonrecurring charges; do you see
5 those?

6 A. Yes, I do.

7 Q. Now I see here DS1 capable loop basic
8 install, and then it's now separated out into an
9 installation and a disconnect charge; do you see that?

10 A. Yes, I do.

11 Q. Now originally when these prices were filed,
12 the installation and disconnect charges were combined;
13 is that correct?

14 A. That's correct.

15 Q. What is Qwest's position regarding when it is
16 appropriate for Qwest to charge the disconnect charge
17 listed on this exhibit?

18 A. After disconnect. However, I'm not sure we
19 have made a decision whether we will charge this or not.
20 I think that's being discussed internally. But if we do
21 decide to charge for it, it will be after disconnect.

22 Q. After disconnect for any reason? Let me ask
23 you a specific hypothetical, and I realize from what you
24 have told me that a decision may not have been made on
25 this, and if that's the case --

02109

1 A. A decision whether to charge or not. If we
2 do charge, it would be after a disconnect.

3 Q. Let me give you a hypothetical and ask
4 whether this is one of the circumstances in which the
5 charge could be made. Let me ask you to assume that one
6 of the competitive carriers is providing service using
7 an unbundled DS1, and then the customer for some reason
8 or another goes back to Qwest and is disconnected. Is
9 it Qwest's position that a disconnect charge would be
10 payable at that time by the competitive carrier?

11 A. You know, I don't know that that's ever been
12 discussed internally yet, so I don't know whether we
13 have gone through these scenarios. We still haven't
14 decided. This is new to us as far as charging
15 disconnects in this manner. Typically they're always
16 charged up front. So to the extent we would follow
17 that, I would assume we would probably charge, because
18 typically we would have charged for the disconnect in
19 that case. But that said, again, we haven't really
20 discussed this that much internally to know how we're
21 going to proceed with the split between install and
22 disconnect.

23 Q. I would like to move on and talk with you
24 about one of the other charges, and that is the FCP
25 charge which is on the bottom of page three. That's the

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1 field connection point quotation preparation fee. Now
2 as I understand this, this is a fee that Qwest will
3 charge to determine whether or not it is possible to
4 provide access to a subloop at a given point; is that
5 correct?

6 A. That's a fair description.

7 Q. And this is not the charge then to actually
8 provide access; that would be another charge on top of
9 this; is that correct?

10 A. That would be correct.

11 Q. Now does this -- right above the FCP is a
12 charge for building cable. Is it Qwest's position that
13 this field connection point quote preparation fee would
14 be payable whenever a new entrant wants access to
15 building cable?

16 A. At this point in time, yes.

17 MS. STEELE: That's all the questions I have
18 for you, thank you.

19 JUDGE BERG: Ms. Hopfenbeck, are you ready to
20 conduct cross, or we could go in a different order?

21 MS. HOPFENBECK: Actually, that would help
22 me. I have about -- I just have five minutes that I
23 probably need to be ready.

24 JUDGE BERG: Mr. Harlow, would you be able to
25 go?

02111

1 MR. HARLOW: Yes, Your Honor.

2

3 C R O S S - E X A M I N A T I O N

4 BY MR. HARLOW:

5 Q. Good afternoon, Mr. Kennedy, my name is
6 Brooks Harlow, I represent Covad Communications in this
7 docket.

8 A. Good afternoon.

9 Q. Do you have an understanding that Covad has
10 withdrawn its recommendation regarding costing and
11 pricing of unbundled dark fiber as to Qwest?

12 A. I guess I --

13 Q. That's okay.

14 A. Sorry.

15 Q. Are you familiar with the status of Qwest's
16 proposed terms and conditions for providing unbundled
17 dark fiber to CLECs in various Section 271 and SGAT
18 proceedings?

19 A. I am familiar with parts of it.

20 Q. And that Qwest's position on that on the
21 provision of dark fiber is changing at this time; is
22 that correct?

23 A. That is correct.

24 Q. And at the time that Covad pre-filed its
25 testimony in this docket last year, was it Qwest's

02112

1 position that Qwest could reclaim dark fiber from CLECs
2 at such time as Qwest needed the dark fiber under
3 certain circumstances?

4 A. Under certain circumstances.

5 Q. And that position has changed at this point
6 and is expected to change in Washington?

7 A. There has been proposed language at the 271
8 workshops at the multi state, and that language is what
9 Qwest would propose that we would -- could agree to to
10 put into Arizona, I mean, excuse me, I was there last
11 week, into Washington.

12 Q. And I understand that you're continuing to
13 negotiate the exact terms and conditions relating to
14 that issue with the CLECs; is that correct?

15 A. Probably through the workshops, yes.

16 Q. But would it be fair to state that Qwest is
17 committing that it will not seek to reclaim from CLECs
18 dark fiber strands that are being -- that are serving
19 end user customers of CLECs at the time Qwest notifies
20 the CLECs that it wishes to reclaim dark fiber?

21 A. If it would be easier, I can read the
22 language --

23 Q. Certainly.

24 A. -- that we're prepared to enter into the
25 record that came out of the multi state, and that would

02113

1 give the exact position.
2 Q. I think that would be a good suggestion.
3 A. I will try to go as slow as I can and put
4 parens and commas where they need to be.
5 Q. I don't know that you need to read the entire
6 paragraph, but --
7 A. Stop me when you --
8 Q. Yes, that would be fine.
9 A. (Reading.)
10 Upon 30 (30) calendar days notification
11 to CLEC, Qwest may initiate a proceeding
12 to reclaim dark fiber strands from CLEC
13 that were not serving end user customers
14 at the time of Qwest's notice to CLEC.
15 Q. Okay, I think that's sufficient. And the
16 change of that language is that previously Qwest sought
17 to be able to reclaim dark fiber from CLECs even if the
18 CLEC was serving end user customers with that dark
19 fiber?
20 A. Still with certain circumstances.
21 Q. With some limitations?
22 A. Right.
23 Q. And my understanding is that the status of
24 the 271 SGAT proceeding in Washington is such that this
25 language hasn't yet been introduced formally in

02114

1 Washington; is that correct?

2 A. That's correct.

3 Q. Are you willing to commit the company to this
4 new language, if not something more favorable to CLECs,
5 and that that will be offered in Washington at the
6 appropriate time?

7 A. With the rest of the language added that I
8 didn't read.

9 Q. Certainly, I'm just focusing on the change
10 that if end user customers of the CLEC are using a fiber
11 that Qwest will not seek to reclaim it.

12 A. This will be our position going in the
13 workshops.

14 MR. HARLOW: That's all the questions I have,
15 Your Honor.

16 JUDGE BERG: Thank you, Mr. Harlow.

17 Ms. Hopfenbeck.

18

19 C R O S S - E X A M I N A T I O N

20 BY MS. HOPFENBECK:

21 Q. Good afternoon, Mr. Kennedy. I would like to
22 talk to you for a few minutes about Qwest's proposals
23 for pricing unbundled dedicated interoffice transport,
24 known as UDIT, and as well as EUDIT. EUDIT stands for
25 extended unbundled dedicated interoffice transport; is

02115

1 that true?

2 A. That's true.

3 Q. Both UDIT -- first of all, Qwest is proposing
4 different rate structures for UDIT on the one hand and
5 EUDIT on the other; is that true?

6 A. That's true.

7 Q. UDIT is a transport facility that runs
8 between two Qwest central offices; is that right?

9 A. That's correct.

10 Q. And EUDIT is the same type of transport
11 facility as UDIT is, is that true, with the exception
12 that it terminates on one end at a CLEC wire center?

13 A. It could very well be on the same equipment
14 fiber and everything. There could be differences as far
15 as how it would be utilized.

16 Q. Well, with respect to the facility that runs
17 between the Qwest central offices on the one hand and
18 the facility that runs between the CLEC wire center and
19 the Qwest wire center on the other that are purchased as
20 interoffice transport, they are both being used to
21 transport local traffic; is that fair?

22 A. That's fair.

23 Q. However, with respect to UDIT, Qwest is
24 pricing it similarly to what the way transport is
25 typically priced, with both a fixed rate component and

02116

1 then a distance sensitive component; is that right?

2 A. For a UDIT interoffice, yes.

3 Q. The interoffice being the portion that's
4 between two Qwest facilities, correct?

5 A. That would be correct.

6 Q. However, with respect to the interoffice
7 facility that's running between Qwest and the CLEC wire
8 center, Qwest is not proposing to charge for that
9 facility on a distance sensitive basis, is it?

10 A. No, it is not. That would be a flat rated
11 price.

12 Q. So would you agree that essentially Qwest is
13 attempting in this proceeding to or is proposing a rate
14 for EUDIT, that element that goes between the CLEC wire
15 center and Qwest wire center, similarly to the way Qwest
16 prices loops; would you say, would you agree?

17 A. They would both be flat rated.

18 Q. The same rate structure that Qwest uses for a
19 loop; is that right?

20 A. Qwest flat rates loops.

21 Q. Now let's talk about EUDIT and UDIT when
22 they're combined together. Would you agree that --
23 let's talk about at an OC3 level. Would you agree that
24 in order to -- that the facilities that would be used in
25 going from a CLECs wire center to a distant Qwest wire

02117

1 center for OC3 dedicated interoffice transport would
2 require OC3 equipment on the CLEC end of that facility;
3 would you agree?

4 A. Yes.

5 Q. Then fiber transmission between or a fiber
6 facility running between the CLEC wire center to the
7 intermediate or serving Qwest wire center, correct?

8 A. Correct.

9 Q. Then that OC3 facility can be cross connected
10 in that facility to another OC3 facility running to the
11 distance Qwest wire center, correct?

12 A. Some may -- it's not -- the difference would
13 be in it could go through several wire centers to get to
14 the -- I mean not -- in other words, it's not it
15 probably not -- it might or might not be a direct route.

16 Q. Okay.

17 A. It may go through multiple wire centers at a,
18 you know, be a much longer facility than probably would
19 be on the EUDIT which you're -- we're going to serve
20 your location out of the wire center nearest to it.

21 Q. Right.

22 A. And that's -- that's probably the reason --
23 that is the reason why we need to flat rate that. It's
24 that -- we can make assumptions -- because you can --
25 you're going to connect with us such as a loop. I mean

02118

1 even though we're going to exchange traffic between both
2 of us, your center is going to -- you're going to --
3 your location will connect to our serving wire center,
4 but UDIT could go through many central offices, be many
5 miles long, so there's a very big difference in that
6 respect.

7 Q. Are you aware that the CLECs would prefer to
8 have EUDIT priced on a distant sensitive basis, just
9 like other transport facilities?

10 A. I wasn't aware of that, no.

11 Q. Have you done any study to determine the
12 impact of Qwest's flat rated EUDIT proposal on the CLECs
13 as far as the differential in cost to the CLEC of
14 Qwest's proposal to price UDIT on a flat rated basis
15 instead of pricing it consistently with the way or
16 actually instead of pricing the entire UDIT facility as
17 one from one end, which is at the CLEC wire center, to
18 the terminating end in Qwest's network; have you done
19 that kind of a study?

20 A. I haven't done that kind of a study.

21 MS. ANDERL: Could you please restate the
22 question? I lost you there.

23 Q. Have you done any study to compare the
24 difference between -- in terms of cost imposed on the
25 CLEC between Qwest's proposal in this case and an

02119

1 alternative that would price UDIT as a single facility
2 with a fixed rate component and a distant sensitive
3 component, but the distance being measured from its
4 originating point, which is the CLEC wire center, and
5 its terminating point being the terminating Qwest wire
6 center?

7 A. I have done no such study, no.

8 Q. Is there any reason why that pricing
9 structure wouldn't fairly compensate Qwest for the cost
10 associated with -- that alternative pricing structure
11 wouldn't compensate Qwest fairly for the cost of
12 providing transport to CLECs?

13 A. I have not done any such analysis, so I don't
14 know if I can answer that without taking time and doing
15 the kind of analysis you just asked me about.

16 Q. Let me ask you this. Isn't it true that
17 there is no need, so long as the transmission speed is
18 the same on both sides of an intermediate office,
19 there's no need to install -- to have OC3 equipment in
20 the intermediate office, but rather just a cross connect
21 of those facilities?

22 A. You know, I think I probably should defer
23 that to one of our engineers who -- we have an engineer
24 coming up probably much more familiar with the
25 technologies and the type of systems we would need to

02120

1 do.

2 Q. You are capable of testifying, however, that
3 the transmission of a facility that runs between the
4 CLEC central office and the serving Qwest wire center
5 and the transmission facility that runs between the two
6 Qwest wire centers are functionally equivalent
7 facilities; is that fair?

8 A. They're both at an OC3 rate.

9 Q. And they're functionally equivalent, they do
10 the same thing; is that right?

11 A. Well, I guess they're both -- so I guess that
12 would be true.

13 MS. HOPFENBECK: I have nothing further.

14 JUDGE BERG: Dr. Gabel.

15

16 E X A M I N A T I O N

17 BY DR. GABEL:

18 Q. I guess I just have one question as a follow
19 up here, and that is what's the difference between EUDIT
20 and say a DS3 loop connection? Why do you have separate
21 rates?

22 A. Well, I think there would probably be two
23 reasons. One is like I mentioned before is that the
24 distance that they're going to locate from us to the
25 serving wire center acts a lot like a loop. It's going

02121

1 to be something that you can average. So, you know, I
2 assume there's going to be some CLECs that would be very
3 disappointed if we did that on mileage. It would depend
4 on where they're going to locate. And some would just
5 be happy. I mean if they're close, they're going to be
6 happy. If they're far away, that's what happens on an
7 average.

8 The other thing that I think we have to
9 probably take into account is would the facility, the
10 EUDIT facility, have the same type of utilization
11 characteristics as our interoffice facility, and that I
12 -- that is something I think the cost analysts and folks
13 would have to do.

14 So those two things I think would have to
15 come into play. Again, I think you heard testimony
16 yesterday, utilization on a loop is a -- could be much
17 lower than we would utilize interoffice. And I don't
18 know whether that's true in this case having not done
19 that type of analysis to a CLEC location, but it may
20 very well not be the same type of utilization.

21 Q. When the loop study was done for say a DS3
22 loop, not interoffice, but DS3 loop, unbundled network
23 element, was the length used in that study the length
24 for an average loop, or was it for the average length to
25 a CLEC who qualifies for using that unbundled network

02122

1 element?

2 A. I don't know the answer to that.

3 Q. Well, as a request from the Bench, could you
4 investigate it when developing the high transport, high
5 bandwidth, you know, DS3 loop unbundled network
6 elements, was the length of that high bandwidth loop the
7 average, or was it specific to the type of customer who
8 could use that facility, which would be a CLEC?

9 A. Could I clarify the question and make sure I
10 understand?

11 Q. Mm-hm.

12 A. What you're asking, I believe, is then what
13 did the study take the average to a CLEC rather than to
14 a typical end user location.

15 Q. Yes.

16 A. Okay.

17 JUDGE BERG: That will be Bench Request 28.

18 Ms. Anderl, do you need some further
19 clarification?

20 MS. ANDERL: Well, I guess I have some
21 questions about that request, but I probably should ask
22 my own folks before I ask Dr. Gabel for clarification so
23 I will bring it up later this afternoon or tomorrow if
24 we need further clarification.

25 JUDGE BERG: All right.

02123

1 MS. ANDERL: The experts seem to understand,
2 so I will just leave it at that.

3 JUDGE BERG: All right. I presumed it was
4 some clarification you were seeking and not an
5 objection.

6 MS. ANDERL: Right.

7 JUDGE BERG: All right.

8 MS. ANDERL: I had a funny look on my face
9 maybe, but it was puzzlement, not a problem.

10 JUDGE BERG: All right. And that will be
11 Bench Request 28.

12 BY DR. GABEL:

13 Q. And for the EELs, the enhanced extended
14 links, part of that rate is a loop rate?

15 A. The EEL itself is a loop. It goes to
16 customer premises, the EEL loop that's included in this
17 docket. It's not -- okay.

18 Q. And for the EEL, do you know how the distance
19 was identified for the study? Again, was it to --

20 A. I don't do the study, so having been in the
21 cost group, they would probably, you know, we can
22 clarify this, and we probably should. But the -- my
23 understanding we probably would have -- would have used
24 just our -- the same type of analysis we would on
25 distances to customer prems. I mean our loop models

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1 would have that kind of analysis done, and I'm sure
2 that's what they used, but that's not my position, so I
3 better have that, you know, verified.

4 Q. Does an EEL go to an end user, or does it go
5 to a CLEC?

6 A. End user.

7 Q. So that would --

8 A. An EEL link goes to the end user.

9 Q. So an EEL link would be different than the
10 EUDIT, because it --

11 A. Right.

12 Q. -- goes to -- the EEL goes to an end user,
13 while an EUDIT goes to a CLEC?

14 A. It can go to a CLEC or an IXC POP.

15 DR. GABEL: Okay, thank you.

16 JUDGE BERG: Commissioners, any questions?

17 Any further cross-examination?

18 Ms. Anderl, redirect?

19 MS. ANDERL: Yes, Your Honor, briefly. May I

20 approach the witness though, and what I would like to
21 approach him with is a copy of Qwest's wholesale tariff
22 WNU 42. I do have copies for the Bench if that would
23 help. Because I'm going to direct him to some of the
24 pages in there.

25 CHAIRWOMAN SHOWALTER: Yes, that would help.

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1 JUDGE BERG: I think that would be helpful.
2 MS. ANDERL: Oh, and the parties as well.
3 JUDGE BERG: All right.
4 MS. ANDERL: Four for the Bench, Your Honor?
5 JUDGE BERG: Four would work just fine, and
6 if there's a shortage on counsels' side, let me know,
7 and I'll let the party borrow at least one of these
8 copies.
9 MS. ANDERL: Thank you, Your Honor.
10 (Discussion off the record.)
11

12 R E D I R E C T E X A M I N A T I O N
13 BY MS. ANDERL:
14 Q. Mr. Kennedy, do you have before you Qwest's
15 interconnection services tariff WNU 42?
16 A. Yes, I do.
17 Q. And could I ask you to turn to section 3,
18 original sheet 1. The sections and sheet numbers are
19 identified in the header of each page. Are you there?
20 A. Yes.
21 Q. Mr. Kennedy, what rate element do you see
22 there?
23 A. An entrance facility.
24 Q. Okay. And isn't the rate structure that
25 Qwest has proposed for EUDIT in this case the same as

02126

1 the rate structure that has previously been tariffed for
2 the entrance facility?

3 A. Yes, it is.

4 Q. And is it the same in the sense that both are
5 flat rated?

6 A. Yes, it is, that's correct.

7 Q. And, Mr. Kennedy, isn't it also -- is it
8 correct that both EUDIT and entrance facilities connect
9 CLEC switches to Qwest serving wire centers?

10 A. That's true.

11 Q. And are they both capable of being provided
12 at the same bandwidth? In other words, there could be a
13 DS3 EUDIT as well as a DS3 entrance facility?

14 A. That's true.

15 Q. Ms. Hopfenbeck said that CLECs wanted EUDIT
16 priced on a distant sensitive basis like other
17 transport. In your view, is the EUDIT more similar to
18 other transport or more similar to an entrance facility?

19 A. To an entrance facility.

20 Q. And then just flipping the page, the rates
21 shown on the next page are the direct trunk monthly
22 transport rates; is that correct?

23 A. That's correct.

24 Q. And are those then similar to the UDIT rate
25 structure that Qwest has proposed here?

02127

1 A. Yes.

2 Q. As well as the rate structure being similar,
3 are the functions of the monthly or the direct trunk
4 transport and the UDIT similar as well?

5 A. Yes.

6 Q. And is that in the sense that direct trunk
7 transport and UDIT are both connections between two
8 Qwest wire centers?

9 A. Yes, they're physically the same. The
10 function would be different in one, okay.

11 Q. Okay, thank you. And then turning to page
12 six, not of that exhibit, I'm sorry, a new exhibit.
13 Exhibit Number 1064, which is the updated price list, if
14 you look at the last page of that, which is page number
15 six.

16 A. Yes, I'm there.

17 Q. Is it correct that Qwest is only proposing
18 nonrecurring charges for the EEL in this case and that
19 the -- or, well, on this price list and that the
20 recurring rates are to be determined from either earlier
21 established rates or rates that are being elsewhere
22 established in this docket?

23 A. That's correct.

24 Q. Okay. And so if there were a DS3 EEL being
25 provided, would the loop portion of the EEL, DS3 EEL, be

02128

1 the DS3 loop price for the recurring rate?

2 A. DS3 capable loop, yes.

3 Q. DS3 capable loop, thank you.

4 MS. ANDERL: That's all that I have on
5 redirect.

6 JUDGE BERG: Any additional cross?

7 MS. HOPFENBECK: I have nothing further.

8

9

E X A M I N A T I O N

10 BY DR. GABEL:

11 Q. Mr. Kennedy, are you familiar with Centrex
12 telephone service that is a product offered by Qwest?

13 A. To a limited extent.

14 Q. Would you agree that this is a type of
15 service that's usually used by business customers?

16 A. Yes.

17 Q. And would you agree that as with the rate
18 structure that you have proposed here for EUDIT that
19 that's a -- the customer pays one rate for a loop that
20 is independent of the distance between the customer and
21 the serving wire center?

22 A. Now EUDIT and customer troubles me in that
23 again we're talking about the CLEC being the customer?

24 Q. All right, let me rephrase the question.

25 A. Thank you.

02129

1 Q. In the Centrex tariff, is it the case that
2 the price for a loop is independent of the distance
3 between the Centrex customer and the serving wire
4 center?

5 A. That's my understanding, yes.

6 Q. Okay. Do you know when Qwest undertook a
7 cost study for Centrex service if they used the average
8 length of a loop or if they used the average length for
9 a Centrex customer or an average length for a business
10 customer?

11 A. I didn't do those cost studies, so I --

12 Q. Okay.

13 A. I could guess, but that's what it would be,
14 it would be a guess.

15 DR. GABEL: Well, let me then as a request
16 from the Bench ask Qwest to determine if when it
17 developed its Centrex cost if it measured the loop cost
18 associated with providing Centrex service, if the loop
19 cost was based upon the distance to an average customer,
20 a business customer, or a subset of business customers
21 which is Centrex customers?

22 THE WITNESS: I understand the question,
23 thanks.

24 DR. GABEL: Thank you.

25 MS. ANDERL: And, Dr. Gabel, if I might just

02130

1 represent to the Bench that in Washington, Qwest's
2 Centrex NAC at least is priced on a distant sensitive
3 basis per quarter mile from the central office.

4 DR. GABEL: Okay.

5 MS. ANDERL: And I don't know if that changes
6 your question or not, but probably. The question that
7 you asked early on was whether the loop was independent
8 of the distance from the central office, and that
9 troubled me because it -- the question seemed to be
10 based on a premise that didn't seem to be consistent
11 with the way the tariff is structured, so.

12 DR. GABEL: Okay, well, you have now answered
13 my question about Centrex, okay, and so I will withdraw
14 that question.

15 And then my earlier question was in the last
16 proceeding, 960369, you submitted a cost study for the
17 DS3 loops, and I don't remember how you developed those
18 costs, but I'm interested to know if like Centrex
19 there's a mileage related charge on the DS3 loops, or is
20 it that a CLEC always pays the same rate regardless of
21 the distance between the terminal point of the DS3 loop
22 and the wire center. I see I lost you.

23 MS. ANDERL: Yeah, I'm sorry, I just --

24 MS. STEELE: The DS3 is actually in this
25 proceeding.

02131

1 MS. ANDERL: Yeah, the DS3 capable loop is in
2 this proceeding.

3 MS. STEELE: The charges are on the exhibit
4 that he has prepared, 1064.

5 JUDGE BERG: And, Ms. Steele, I know it's
6 hard to share a microphone, but you will have to use
7 that.

8 MS. STEELE: Sorry.

9 MS. ANDERL: On page two.

10 JUDGE BERG: Is that RFK-3?

11 MS. ANDERL: Yes, Exhibit 1064. It indicates
12 Qwest's proposed pricing for the DS3 capable loop, which
13 is de-averaged into five zones on the same basis as the
14 DS0 voice grade loop.

15 DR. GABEL: Okay, then for those --

16 MS. ANDERL: And I believe that you did have
17 an earlier Bench Request, well, just Bench Request
18 Number 28 asked, when developing the DS3 loop UNE, was
19 the length of the high bandwidth loop assumed to be to a
20 CLEC premise or to an end user premise. At least that's
21 what my notes say generally, and so I wonder if that
22 doesn't cover it.

23 DR. GABEL: Yes, it does.

24 MS. HOPFENBECK: Your Honor.

25 JUDGE BERG: Yes.

02132

1 MS. HOPFENBECK: If I might beg the Bench's
2 indulgence to ask a few more questions, because there
3 has been so much discussion about whether this is a loop
4 or not a loop. And I think with a few more questions, I
5 think it will clarify the record on how this might be
6 different than a loop facility.

7 JUDGE BERG: Can it wait until Dr. Gabel is
8 through with his questioning?

9 MS. HOPFENBECK: Yes, I thought he was done.

10 DR. GABEL: I think I am, but I just want to
11 make sure that I understand Qwest's situation here. So
12 for DS3 capable loops, you have a rate structure that is
13 fixed for each zone and is independent of where the
14 terminal point is for that DS3 connection, so anybody --

15 MS. ANDERL: That's the price.

16 DR. GABEL: Yeah, the price, yeah.

17 MS. ANDERL: I don't know what the
18 assumptions were that went into the cost model. And if
19 that's a question, we can certainly answer that.

20 DR. GABEL: Okay.

21 MS. ANDERL: But the prices are de-averaged
22 on the same basis as the voice grade loop was
23 de-averaged in Phase III of the earlier docket.

24 DR. GABEL: Okay. And then for Centrex
25 service, the charge is mileage related, the price is

02133

1 mileage related.

2 JUDGE BERG: Counsel --

3 MS. ANDERL: Mr. Harlow, I hate to confess
4 this on the record, but is probably the Centrex expert.

5 JUDGE BERG: Well, before --

6 MR. HARLOW: Should I take the stand, Your
7 Honor?

8 JUDGE BERG: I was going to say before
9 anybody responds, I was concerned that as valuable as
10 the open dialogue may be that it was beginning to
11 approach the point where counsel is testifying, and I
12 will just trust that if you're introducing anything that
13 isn't already a matter of the record that you will draw
14 your own line.

15 MS. ANDERL: Yes, and all I was hoping to do
16 was direct the Commission to the Qwest tariffs that are
17 on file. I don't want to misstate, I am told that the
18 distance sensitive pricing for the station line or the
19 NAC only kicks in when you have more than 50 station
20 lines at a single location.

21 JUDGE BERG: Otherwise we could structure a
22 Bench request to which Qwest could formally respond
23 rather than what might be an open discussion on the
24 record.

25 (Discussion on the Bench.)

02134

1 JUDGE BERG: All right, thank you everybody.

2 Commissioners, any other questions?

3 Ms. Hopfenbeck.

4 COMMISSIONER HEMSTAD: Who would dare.

5 MS. HOPFENBECK: Me.

6 JUDGE BERG: We have the daredevil,

7 Ms. Hopfenbeck, standing in the wings.

8 CHAIRWOMAN SHOWALTER: He didn't say what

9 foolhardy soul.

10 MS. HOPFENBECK: Maybe that's a hint.

11

12 R E C R O S S - E X A M I N A T I O N

13 BY MS. HOPFENBECK:

14 Q. Mr. Kennedy, just a few more questions on
15 this function of EUDIT. Doesn't Qwest use an analogous,
16 a similar facility in providing service to EUDIT and
17 UDIT and providing private line service to retail
18 customers?

19 A. Yes.

20 Q. And private line customers from time to time
21 will order a facility that runs from their customer
22 location to -- I mean through, not just -- not just to
23 the serving wire center but to distant wire centers and
24 terminate beyond the distant wire center; isn't that
25 fair?

02135

1 A. Well, that would be with a NAC, which is --

2 Q. Right.

3 A. -- flat rate service.

4 Q. Right. And the NAC runs between the end
5 user's, the customer's premises and the serving wire
6 center; is that right?

7 A. That would be correct.

8 Q. And then from the serving wire center, no
9 matter how far it's transported within Qwest's network
10 to the last Qwest wire center of that transmission path
11 is all priced as transport, isn't it?

12 A. It's using the transport elements, that would
13 be correct.

14 Q. Yes.

15 A. It's the fixed and per mile elements to --

16 Q. Qwest does not price the facility that runs
17 between its serving wire center and a distant wire
18 center as a NAC, does it; it prices it as transport,
19 right?

20 A. Between central offices or wire centers, it's
21 going to be priced -- it's going to be fixed and per
22 mile, or transport, as you were --

23 Q. Right.

24 A. Right.

25 Q. Now wouldn't you agree that in the

02136

1 circumstance where a CLEC is purchasing UDIT and EUDIT
2 from Qwest, it is as when you're thinking from a
3 perspective of the end use customer that is ultimately
4 receiving the service, the serving wire center is the
5 CLEC's serving wire center; isn't that right?

6 A. If I'm the customer of the CLEC?

7 Q. Yes.

8 A. And your switch is at that building, that
9 would be the serving wire center.

10 Q. Yes.

11 A. But when you're --

12 Q. And that --

13 A. When you're our customer, you're then it's to
14 me acting like an entrance facility or a NAC.

15 Q. I know that's Qwest's perspective. I'm just
16 trying to illustrate the analogy. But it's true that
17 the CLEC does provide a NAC to its end use customer that
18 runs between the CLEC's wire center and the end use
19 customer's location; is that fair?

20 A. From the -- from yours to the customer?

21 Q. Yes.

22 A. That would be your NAC.

23 Q. Yes.

24 A. I would agree with that.

25 Q. And the facility that runs between the CLEC's

02137

1 wire center and the Qwest wire center, that facility
2 serves an analogous function to the function in a
3 private line setting of the facility that runs between
4 the Qwest serving wire center and a distant wire center;
5 wouldn't you agree?

6 A. It depends on the perspective you're looking.
7 You know, from a cost recovery, I think you would -- it
8 doesn't act that way. It acts like, you know, and the
9 way it needs to be priced is by the way the costs act.
10 And to me that -- then in our perspective it acts like a
11 NAC or an entrance facility, and that's the -- and
12 that's the appropriate way to cost and price it. You
13 know, if you want to call it IO and charge your customer
14 that rate, I guess that's up to you.

15 Q. But if you -- I think you agreed with me
16 earlier that if the CLEC is purchasing a combination of
17 EUDIT and UDIT at the same transmission level, OC12,
18 it's dedicated transport, the facility only needs to
19 have OC12 equipment on two ends. It only has to have
20 OC12 equipment on the CLEC end, CLEC serving wire center
21 end and ultimate terminating wire center end; isn't that
22 right? It just cross connects through the intermediate
23 offices; isn't that fair?

24 A. I think I told you you may want to ask our
25 engineers when they get up the configuration. But I

02138

1 mean that may be one way to configure it. There may be
2 others, and that's why I thought maybe you might want to
3 direct that to one of our engineers. But to me, a NAC
4 and an IO probably can be figured that way too. But
5 again, that's something you may --

6 Q. I'm just having a hard time --

7 A. Because NAC to me, you know, what we're doing
8 here is a NAC and IO are rate elements, and you're
9 trying to combine the technical description with rate
10 elements. So rate elements cover the cost. I mean
11 there's the configuration of the -- I think you may be
12 given, you know, the technical description is one thing,
13 but how we recover the cost should be how we based what
14 the appropriate rate elements are.

15 Q. Just so the record is clear, when you refer
16 to IO, you're talking about interoffice?

17 A. Yes, that's correct.

18 Q. And then I think what we have established,
19 what you testified with Dr. Gabel, is that interoffice
20 facilities are typically priced on a distant sensitive
21 basis and NACs are priced on an average basis; is that
22 right?

23 A. An average distance basis, yes.

24 Q. Average distance basis, I see.

25 MS. HOPFENBECK: Okay, thanks, I have nothing

02139

1 further.

2 JUDGE BERG: Any other parties wish to
3 conduct further cross-examination?

4 Mr. Harlow.

5 MR. HARLOW: I do have a procedural question
6 if all the cross and redirect is completed.

7 JUDGE BERG: Ms. Anderl, do you have any
8 further redirect?

9 MS. ANDERL: No.

10 MR. HARLOW: We have talked a fair amount
11 about Qwest's tariffs, and we have had distributed WNU
12 42, and we had actually expected we would cite from this
13 in the post hearing brief. I just wonder whether we
14 want to make it an exhibit for convenience, or should we
15 simply cite to it as we would a Commission tariff?

16 JUDGE BERG: Simply cite to it. It won't be
17 necessary to mark tariffs as exhibits.

18 MR. HARLOW: Thank you.

19 JUDGE BERG: You're welcome.

20 All right, then, Mr. Kennedy, thank you very
21 much for being here and testifying today. You're
22 excused from the hearing.

23 THE WITNESS: Thank you, Your Honor.

24 MS. ANDERL: Thank you, Your Honor.

25 JUDGE BERG: I would like to continue on

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1 until 3:00, at which point we will take our afternoon
2 break, so if Ms. Albersheim will come up and take the
3 witness stand as Mr. Kennedy steps down, I would
4 appreciate it.

5 Let's be off the record just for a moment.
6 (Discussion off the record.)

7 JUDGE BERG: Before we begin with
8 Ms. Albersheim's testimony, I will just want to pick up
9 and clarify that the parties should show a Bench Request
10 29, and I will let Dr. Gabel state the pending question,
11 and if necessary, we can follow up with Qwest or other
12 parties later if the question itself is unclear.

13 DR. GABEL: With respect to the company's
14 EUDIT study, was the length of the loop the length to an
15 average customer or to an average CLEC, or was there
16 some other distance used in the study.

17 MS. ANDERL: Thank you, that's very clear.
18 We can respond to that.

19 JUDGE BERG: All right, thank you.

20 Also I will ask the reporter at this point in
21 the hearing transcript to enter the exhibit number and
22 exhibit description for Exhibits T-1070 through C-1082
23 as listed on the exhibit list as if read into the record
24 in their entirety.
25

02141

1 (The following exhibits were identified in
2 conjunction with the testimony of RENEE ALBERSHEIM.)
3 Exhibit T-1070 is Supplemental Direct
4 Testimony of Renee Albersheim (RA-1T). Exhibit T-1071
5 is Testimony of Albersheim Adopting Testimony of Brohl
6 (RA-2T). Exhibit T-1072 is Direct Testimony of Barbara
7 J. Brohl (BJB-T18). Exhibit C-1073 is UNE Remand OSS
8 Projects (BJB-19C). Exhibit T-1074 is Rebuttal
9 Testimony of Renee Albersheim (RA-3RT). Exhibit 1075 is
10 Qwest Response to Joint Intervenors DR JI 01-002.
11 Exhibit 1076 and C-1076 is Qwest Response to Joint
12 Intervenors DA JI 03-025. Exhibit 1077 and C-1077 is
13 Qwest Response to Joint Intervenors DR JI 03-026.
14 Exhibit 1078 and C-1078 is Qwest Response to Joint
15 Intervenors DR JI 03-027. Exhibit 1079 and C-1079 is
16 Qwest Response to Joint Intervenors DR JI 03-029.
17 Exhibit 1080 is Qwest Response to MCI WorldCom DR MCW
18 02-003. Exhibit 1081 is Qwest Response to MCI WorldCom
19 DR MCW 02-014. Exhibit 1082 and C-1082 is Qwest
20 Response to Nextlink et al DR NXTLK 01-023.

21

22 JUDGE BERG: And, Ms. Albersheim, if you
23 would please stand and raise your right hand.

24

25 Whereupon,

02142

1 RENEE ALBERSHEIM,
2 having been first duly sworn, was called as a witness
3 herein and was examined and testified as follows:

4

5 JUDGE BERG: Thank you.

6 MS. ANDERL: Thank you, Your Honor.

7

8 D I R E C T E X A M I N A T I O N

9 BY MS. ANDERL:

10 Q. Good afternoon, Ms. Albersheim.

11 A. Good afternoon.

12 Q. Would you please state your name and your
13 business address for the record.

14 A. Renee Albersheim, 1999 Broadway, 10th Floor,
15 Denver, Colorado 80202.

16 Q. And Ms. Albersheim, did you file supplemental
17 direct testimonies as well as rebuttal testimony in this
18 docket?

19 A. Yes.

20 Q. And in one of those direct testimonies, did
21 you adopt the previously filed August 4th testimony of
22 Barbara Brohl regarding OSS?

23 A. Yes.

24 Q. And do you have those documents before you
25 identified as Exhibits T-1070 through T-1074?

02143

1 A. Yes.

2 Q. Do you have any changes or corrections or
3 additions to make to any of those documents?

4 A. Yes, for document T-1072, the direct
5 testimony of Barbara J. Brohl, that testimony referenced
6 two revised exhibits which were presented on January
7 31st in Part A of this docket, but apparently those
8 exhibits were never filed. They were a revised BJB-02
9 and BJB-03, and we can provide those.

10 Q. And will Qwest be able to submit those as an
11 inadvertently omitted errata later next week?

12 A. Yes.

13 Q. With that change or correction or addition to
14 your testimony, are the exhibits true and correct to the
15 best of your knowledge?

16 A. Yes.

17 MS. ANDERL: Your Honor, we would offer
18 Exhibits T-1070 through T-1074 for admission.

19 JUDGE BERG: Any objection?

20 MS. STEELE: I have no objection to these
21 exhibits. I may very well have an objection to the
22 admission of the late filed exhibits since I certainly
23 would have cross-examined on them had they been
24 supplied.

25 JUDGE BERG: All right, well, and let's hold

02144

1 those objections until they are offered, and I will
2 leave it to counsel to discuss this matter among counsel
3 off the record to see if any concerns about those
4 documents can be alleviated.

5 MS. ANDERL: Certainly, thank you, Your
6 Honor. Just so that the record is clear, the reference
7 in T-1072 is on page 7, line 18, and I can ask
8 Ms. Albersheim or I can represent that Ms. Albersheim is
9 prepared to discuss what those exhibits would have
10 reflected had they been appropriately attached. It was
11 simply an oversight, and I would encourage Ms. Steele to
12 at least pursue those questions if she so desires.

13 JUDGE BERG: I note with Ms. Albersheim if
14 the estimates for cross hold true she will remain on the
15 stand after our 3:00 break. That will give parties some
16 opportunity to discuss this matter on the break, and
17 then we can revisit it when we come back on the record.

18 MS. ANDERL: Thank you, Your Honor.

19 JUDGE BERG: All right.

20 MS. ANDERL: And if the testimonies have been
21 admitted, then Ms. Albersheim is available for
22 cross-examination.

23 JUDGE BERG: Those Exhibits T-1070 through
24 T-1074 have been admitted. And at this point in time,
25 Ms. Steele will ask questions of the witness.

02145

1

2

C R O S S - E X A M I N A T I O N

3

BY MS. STEELE:

4

Q. Good afternoon, Ms. Albersheim.

5

A. Good afternoon.

6

Q. I'm Mary Steele, I represent a number of the

7

competitive carriers in this proceeding. And

8

serendipitously I want to talk with you about the direct

9

testimony of Ms. Brohl. I believe it's Exhibit 1072,

10

and I would like to start on page 7 where that reference

11

to those exhibits is.

12

A. I'm there.

13

Q. First of all, in Part A of this proceeding,

14

Qwest sought recovery for actual expenditures in 1998

15

and certain estimated 1999 expenditures for several OSS

16

projects; is that correct?

17

A. Yes, as well as 1997.

18

Q. And in this proceeding, it appears that Qwest

19

is requesting recovery of actual 1999 expenditures as

20

well as estimated 2000 expenditures for certain

21

projects; is that correct?

22

A. Yes.

23

Q. And some of the projects that Qwest is

24

seeking recovery for in this proceeding were also part

25

of Part A; isn't that right?

02146

1 A. That's correct.

2 Q. And there are also a few additional projects
3 in this proceeding that were not included in Part A; is
4 that correct?

5 A. Yes.

6 Q. Is Qwest presently aware of any other OSS
7 projects for which it intends to seek recovery?

8 A. We will as new products are defined or OSS
9 changes are required.

10 Q. And is Qwest presently aware of any such
11 product?

12 A. We're aware of the potential. No projects
13 have started.

14 Q. Now on this page 7 of your Exhibit 1072, you
15 have listed four projects, and I'm looking at lines 13
16 through 16, for which recovery was initially sought in
17 Part A; is that correct?

18 A. Yes.

19 Q. And there was never any testimony filed in
20 Part A that withdrew those from Part A; isn't that
21 correct?

22 A. Right.

23 Q. So the Commission has reviewed estimated
24 expenditures for those projects for 1999; isn't that
25 correct?

02147

1 A. Yes.

2 Q. I would like to look at those and compare
3 them to what the recovery is that is sought in this
4 proceeding.

5 A. Okay.

6 Q. Now my understanding is that the recovery
7 sought in this proceeding is found in Exhibit C-1073 on
8 the first page; is that right?

9 A. 1073, the confidential exhibit?

10 Q. Yes.

11 A. Yes.

12 Q. And it's on the first page, that's where the
13 list of the expenditures is; is that correct?

14 A. Yes.

15 Q. Do you have in front of you Exhibit 1082 and
16 Exhibit C-1082?

17 A. Yes, I do.

18 Q. This document is a project by project
19 detailing of the costs that were presented in Part A of
20 the proceeding; is that correct?

21 A. Yes.

22 Q. So I can do a cross comparison between the
23 projects in Part A and what you have proposed here in
24 Part B; is that correct?

25 A. To the extent that the projects in Part B

02148

1 were in Part A, yes.

2 Q. And so if I look at your first project on
3 Exhibit 1073, that's the subloop unbundling project?

4 A. Yes.

5 Q. And you have actual and estimated, actual
6 costs for 1999 estimated there and estimated costs, I'm
7 sorry, actual costs for 1999 and estimated costs for
8 2000; is that correct?

9 A. Yes.

10 Q. And if I look on the first page of the
11 confidential Exhibit 1082.

12 A. Mm-hm.

13 Q. I can cross reference and see the project
14 14768 which is called subloop unbundling, those are the
15 same project; is that correct?

16 A. Yes.

17 Q. And when I look at the estimated 1999 costs
18 that were submitted in Part A, those substantially
19 exceed the 1999 actual costs that are shown in your new
20 exhibit; is that correct?

21 A. Yes, and I can explain the difference. The
22 project in Exhibit C-1082 was estimated, and this was
23 filed in January of 1999. After that filing, the
24 project was split into two projects. So the 14768
25 project was retained, and then an additional project was

02149

1 created, 15829, the constrained loop assignment, and
2 that project was created to contain part of the costs
3 there, which was the cost for the purchase of a software
4 upgrade from Telecordia.

5 Q. Let me see if I can now put it all together
6 and figure out how we compare these costs. In the --
7 actually, the testimony in the prior proceeding was
8 submitted in January of 2000; isn't that correct?

9 A. Yes, I'm sorry, yes, January of 2000.

10 Q. And in January of 2000, the estimate found on
11 Exhibit C-1082 is what was presented to the Commission;
12 is that correct?

13 A. Yes.

14 Q. And now that project is being presented again
15 to the Commission both as the same project number
16 subloop unbundling, and also as a new project number
17 constrained loop assignment found on your Exhibit 1073;
18 is that correct?

19 A. Correct.

20 Q. Now the next project listed on your Exhibit
21 1073 rebundling is also found in Exhibit C-1082?

22 A. Mm-hm.

23 Q. Is it not?

24 A. Yes.

25 Q. And that is found on the second page too; is

02150

1 that correct?

2 A. Yes.

3 Q. And once again we see the rebundling is at
4 the top of that page; is that correct?

5 A. Yes, it is.

6 Q. And the estimated costs that were presented
7 to the Commission in Part A of the proceeding actually
8 substantially exceeded the costs that you're presenting
9 here as actual costs in 1999; is that correct?

10 A. Yes.

11 Q. Do you have a similar explanation for this
12 project?

13 A. I believe that project started later, and we
14 had more accurate up-to-date numbers when we filed again
15 in August.

16 Q. Do you have actual costs for 2000?

17 A. We just received those.

18 Q. But they have not been provided in this
19 proceeding?

20 A. No.

21 Q. And the high capacity loops and access to
22 loop information is another project that's found that
23 was presented in Part A; is that correct?

24 A. Which page would that be on?

25 Q. If you give me a second to find my notes, I

02151

1 will find that. That's actually on page one, I believe.

2 A. Yes, titled UDIT on the prior.

3 Q. So the name has changed?

4 A. Oh, wait, I'm sorry, that was titled DSL.

5 Q. DSL was the title?

6 A. Yeah.

7 Q. And the charges that were presented to the
8 Commission in Part A for estimated 1999 again exceeded
9 the actuals; is that correct?

10 A. Yes.

11 Q. And then shared transport is also included on
12 Exhibit 1082; is that correct?

13 A. Shared transport is 15433. That one is
14 titled UDIT on the Exhibit C-1082.

15 Q. And once again for this project the estimated
16 costs that were presented to the Commission in Part A
17 exceeded the actual costs that were incurred; is that
18 correct?

19 A. Yes.

20 Q. And in this case, the estimated costs
21 presented to the Commission in Part A exceeded both the
22 actual costs for 1999 and the estimated costs for 2000
23 that are presented in this proceeding; is that correct?

24 A. Yes.

25 Q. Now of the three new projects that are

02152

1 presented, I think we have already talked about the fact
2 that constrained loop was previously part of another
3 project; is that correct?

4 A. Yes.

5 Q. And the costs for that project was incurred
6 to purchase software from Telecordia; is that correct?

7 A. Part of it, yes.

8 Q. And those costs had actually been fully
9 incurred by the time Ms. Brohl filed her testimony in
10 Part A; isn't that correct?

11 A. But the Part A costs had not -- the actuals
12 for that year had not closed, so we could not file them
13 as actuals.

14 Q. But, in fact, Qwest had already paid for that
15 software; is that correct?

16 A. Yes.

17 Q. I would like you to look at Exhibit 1076 and
18 C-1076.

19 A. I have it.

20 MS. STEELE: Actually, before I do that, is
21 the Commission's preference that we readmit Exhibit 1082
22 and C-1082 in this proceeding or that we use the prior
23 exhibit from Part A? It was exhibit -- I had it noted
24 which exhibit it was in Part A.

25 JUDGE BERG: I'm confused about the question.

02153

1 MS. STEELE: What we have been referring to
2 as Exhibit 1082 and C-1082 was previously admitted in
3 Part A. I do have on my exhibit list the number.

4 JUDGE BERG: Oh, yes, I'm with you now. It
5 would be helpful if this is offered and admitted in this
6 proceeding.

7 MS. STEELE: At this time then, I would like
8 to offer Exhibit 1082 and Exhibit C-1082.

9 MS. ANDERL: No objection.

10 JUDGE BERG: So admitted.

11 BY MS. STEELE:

12 Q. Now Exhibit 1076 and C-1076 is a copy of the
13 contract between Qwest and Telecordia that is reflected
14 as constrained loop assignment on your Exhibit 1063; is
15 that correct?

16 A. 1073?

17 Q. 1073.

18 A. Yes.

19 MS. STEELE: At this time, I would like to
20 offer Exhibit 1076 and C-1076.

21 MS. ANDERL: No objection.

22 JUDGE BERG: So admitted.

23 BY MS. STEELE:

24 Q. I would like to for the other two projects
25 that are being presented in this proceeding, the OSDA

02154

1 and unbundled switching, take a look at the description
2 of those projects that's included in your Exhibit 1073,
3 and the first of those OSDA is on page 10 of 15.

4 A. Okay.

5 Q. Now this is a project that's described as a
6 project to create the capability to provide branding
7 functions for poles routed through shared transport. Is
8 it Qwest's proposal that this charge be imposed on all
9 CLECs or only those who order branding?

10 A. That will depend on how the charge is
11 assessed.

12 Q. And is Qwest making a proposal as to how that
13 charge should be assessed?

14 A. Well, if we follow the traditional OSS cost
15 recovery, then it would be on those who order on a per
16 service order basis.

17 Q. Now the next and last of these projects,
18 unbundled switching, the description of this project is
19 that it will enable Qwest to identify when the exception
20 to local circuit switching will apply. The purpose of
21 this is to enable Qwest to prevent a CLEC from ordering
22 it unless the CLEC qualifies; is that correct?

23 A. Yes.

24 Q. And this is because Qwest simply doesn't
25 trust the CLECs will only order it where it's available;

02155

1 is that correct?

2 A. I don't think that's a fair characterization.
3 I think that's so Qwest will know.

4 Q. And your contention is that this is not for
5 Qwest's benefit; is that correct?

6 A. This is to comply with the UNE Remand Order.

7 MS. STEELE: That's all I have, thank you.

8 JUDGE BERG: Ms. Hopfenbeck.

9

10 C R O S S - E X A M I N A T I O N

11 BY MS. HOPFENBECK:

12 Q. Ms. Albersheim, first of all, I would like to
13 just get some clarification about an answer you gave to
14 one of Ms. Steele's questions regarding circumstances
15 under which Qwest would seek to recover the costs
16 associated with OSS for branding.

17 A. Mm-hm.

18 Q. And I think you answered on a per order
19 basis?

20 A. Per service order.

21 Q. Per service order basis.

22 A. That's how we had sought it in the past. Now
23 we haven't amended our process based on the order in
24 Part A, which was per LSR, but that would still be on an
25 order basis.

02156

1 Q. But in any event, recovering those costs on a
2 per LSR basis or per service order basis, the proposal
3 is not to limit recovery of those costs to only those
4 CLECs that submit an LSR that includes branding?

5 A. No.

6 Q. But rather to recover it from all CLECs; is
7 that fair?

8 A. All CLECs who order, yes.

9 Q. I would like to talk to you for a bit about
10 the testimony that you have provided relating to line
11 splitting.

12 A. Okay.

13 Q. Initially, you indicate you're familiar that
14 there has been testimony in this proceeding to the
15 effect that the OSS associated with line sharing and
16 line splitting should be similar. Is that, the
17 processes should be similar, is that fair?

18 A. There are some similarities.

19 Q. Okay. Qwest used line splitting as a
20 different product from line sharing; is that true?

21 A. Yes.

22 Q. I would like to explore that with you and
23 figure out why that is the case. Okay, now I understand
24 line sharing is the circumstance when Qwest is providing
25 the underlying voice service and a data CLEC purchases

02157

1 the high frequency portion of the loop; is that right?

2 A. Yes.

3 Q. In the line splitting scenario, a CLEC is the
4 underlying voice provider, and a data CLEC is providing
5 service over the high frequency portion of the loop; is
6 that right?

7 A. Yes.

8 Q. Okay. Now in the line sharing scenario, I
9 would like to sort of go through what the processes are
10 that are used when a data CLEC orders high frequency
11 portion of the loop from Qwest. Can you briefly
12 describe that?

13 A. Through the LSR process?

14 Q. Mm-hm.

15 A. They have to indicate that this is a line
16 sharing order, identify the meet points on the LSR, and
17 submit an LSR for line sharing to Qwest. That then must
18 be sent through our systems, converted to service order
19 for processing in our service order systems.

20 Q. Okay. And you say they have to indicate it's
21 a line sharing order?

22 A. Yes.

23 Q. What does that really mean? I mean what do
24 you --

25 A. What is the product being ordered.

02158

1 Q. Okay. And the product being ordered is they
2 designate that, do they have to identify a circuit in
3 their order?

4 A. Yes.

5 Q. So they give a circuit ID; is that right?

6 A. Yes, I believe that's right, yes.

7 Q. And they also provide you with an ACNA, an
8 A-C-N-A, that identifies --

9 A. Who they are.

10 Q. -- who they are?

11 A. Yes.

12 Q. What does ACNA stand for?

13 A. I would have to look that up.

14 Q. But at any rate ACNA is an acronym that
15 stands for the identification of the carrier, the
16 competitive carrier; is that right?

17 A. Yes.

18 Q. That's how you identify the carrier?

19 A. Yes.

20 Q. All right. Now in a line splitting scenario,
21 if you will assume with me for a minute that a CLEC such
22 as WorldCom is providing voice service using UNE-P to an
23 end use residential customer, okay. And now that
24 customer is seeking data service, and we will assume for
25 a moment that WorldCom has an arrangement or has an

02159

1 agreement with a data CLEC whereby that customer is
2 capable of purchasing data service from that data CLEC.
3 I'm trying to figure out what difference there would be
4 in the process. Assume that the order, the LSR that
5 would have to come to Qwest in that instance would also
6 have to include, assume it was WorldCom's order, it
7 would include WorldCom's ACNA, correct?
8 A. WorldCom is placing the order?
9 Q. Yes.
10 A. For the data service?
11 Q. Yes, well, it's WorldCom's circuit, all
12 right?
13 A. Yes.
14 Q. Once WorldCom is providing the services using
15 the platform, it's WorldCom's circuit.
16 A. Okay.
17 Q. So let's assume WorldCom provides you an LSR
18 seeking data service.
19 A. For itself?
20 Q. Or seeking data service to be provisioned by
21 a data LEC.
22 A. Okay.
23 Q. WorldCom would provide you with WorldCom's
24 ACNA.
25 A. All right.

02160

1 Q. And a circuit ID.

2 A. Okay.

3 Q. Is that correct?

4 A. Yes.

5 Q. And what other information that's different
6 from the line sharing scenario would WorldCom need to
7 provide to you?

8 A. It would need to provide the meet points for
9 the data CLEC for the connections to that data CLEC.
10 Now those would --

11 Q. That's the same information that the data LEC
12 would provide to you under the line sharing scenario;
13 isn't that right?

14 A. Yes.

15 Q. And --

16 A. This would be -- these would be meet points
17 owned by the data CLECs, so there would need to be a way
18 to identify that these were the data CLEC's meet points
19 to connect to.

20 Q. Well, when the data CLEC provides its order,
21 how does it identify its meet points to Qwest?

22 A. I would have to look that up to give you the
23 specifics. It's in a code.

24 Q. But wouldn't the same means of identifying
25 the data CLECs meet points be used in the case of line

02161

1 splitting?

2 A. I believe it could. Now this is a little
3 different than the ordering proposal that Mr. Lathrop
4 offered from WorldCom where he indicated that the data
5 provider would order --

6 Q. I'm actually going to ask you to stop there,
7 because that isn't really answering my question.

8 A. All right.

9 Q. And I will just for purposes of these
10 questions provide you with a hypothetical scenario.

11 A. Okay.

12 Q. Qwest is not going to have to track any
13 authorized service suppliers as stated in Mr. Lathrop's
14 testimony, okay.

15 A. Well, okay.

16 Q. Because --

17 MS. ANDERL: Well, your honor I guess I
18 object to Ms. Hopfenbeck changing the question in mid
19 stream and now beginning to characterize it as a
20 hypothetical. I don't believe she properly set it up.
21 She has definitely been having Ms. Albersheim answer
22 what we all, at least I believed to be real world
23 scenarios. If it is, in fact, a hypothetical, I think
24 it needs to be appropriately set up with all the
25 parameters that the witness needs to have in mind when

02162

1 she's answering.

2 JUDGE BERG: Well, I think she only had to do
3 that, Ms. Anderl, when the witness started citing to the
4 testimony of another witness who Ms. Hopfenbeck was not
5 raising. Ms. Hopfenbeck was just presenting a
6 situation.

7 MS. HOPFENBECK: I was presenting situations
8 that didn't involve that scenario and just walking
9 through those, and so I wouldn't have addressed this at
10 all had Ms. Albersheim --

11 JUDGE BERG: Basically the witness issued an
12 objection to the questions that were being asked. I'm
13 going to overrule the objection, we're going to take a
14 break, and if we need to start fresh with the
15 hypothetical to make sure this witness can follow
16 through with you, then that may be the best way to
17 proceed.

18 All right, so we will be taking a 15 minute
19 break at this time.

20 (Recess taken.)

21 JUDGE BERG: Ms. Albersheim, I will just
22 remind you you remain under oath.

23 BY MS. HOPFENBECK:

24 Q. Ms. Albersheim, before the break, we were
25 talking about whether the same data CLEC meet points or

02163

1 the same activity of identifying data CLEC meet points
2 would be required whether the order was an order for
3 line sharing or line splitting.

4 A. Okay, and I would say that they are probably
5 similar. What I feel I'm being asked is that you're
6 asking me what the total system impacts will be under
7 this scenario you're providing, right?

8 Q. (Nodding head.)

9 A. And I can't really answer that fully. I can
10 suppose, but I can't give you an accurate picture of
11 what the system impacts will be. We haven't designed
12 the line splitting OSS systems yet, and we haven't
13 answered all of these questions. That's why in our
14 testimony, mine and Ms. Brohl's, we have been proposing
15 that we get together with the CLECs to flesh out these
16 requirements. And the scenario you have presented is
17 somewhat different than the scenario I evaluated from
18 Mr. Lathrop, which is why I mentioned that.

19 Q. So I gather based on that answer that in your
20 view, it is possible that the processes for ordering
21 line sharing and line splitting could be very similar to
22 one another?

23 A. They could be similar. That would depend on
24 whether or not those processes will meet all of the
25 processing requirements for all of the people who would

02164

1 want to order line splitting. And it wouldn't just be
2 for ordering, but also for billing, for line
3 conditioning, for repair, and there are -- these are a
4 lot of scenarios that need to be worked out still.

5 Q. Okay. Let me ask you this. I think early on
6 we established that Qwest considers line -- would
7 consider line splitting to be a different product than
8 line sharing, and I want to explore what it means to be
9 a different product. When line sharing or line
10 splitting is ordered under either scenario, aren't the
11 activities that Qwest has to do to provision those
12 services the same?

13 A. The physical provisioning activities?

14 Q. Yes.

15 A. I understand that that's supposed to be
16 similar. If you want to get into the engineering, I
17 would ask you to go ask an engineering witness.

18 Q. Okay, so your -- is Ms. Brohl, I mean I know
19 she's not either, but both the two of you are the two
20 line splitting witnesses, and if I was going to talk to
21 one of you about just to establish those activities,
22 provisioning activities that Qwest will undertake to
23 provision line sharing on the one hand and line
24 splitting on the other, who would I talk to about that?

25 A. Well, you can speak to Ms. Brohl regarding

02165

1 the methods and procedures for the product being
2 proposed. For the engineering, you can speak to Jeff
3 Hubbard.

4 Q. So Mr. Hubbard would also address line
5 splitting?

6 A. Right.

7 Q. So maybe I'm better off addressing -- so
8 you're directing me to Mr. Hubbard to talk about the
9 physical provisioning activities that Qwest will do
10 under both scenarios?

11 A. Yes.

12 Q. Okay. I will ask you though, however, that
13 -- I would like to lay out this hypothetical for you.

14 A. Okay.

15 Q. Qwest is provided by a CLEC with the
16 following information: The identifier of the CLEC, an
17 identification of a circuit ID, an indication of what
18 the meet points are specifically, and I before I -- I
19 will stop there and just ask you, in your previous
20 answer when you referred to the data CLEC meet points,
21 what did you have in mind?

22 A. I had in mind an inventory of meet points
23 that we could connect to for the data service.

24 Q. So would that include one of the identifying
25 meet points would be a splitter, correct?

02166

1 A. I don't think I want to get into the
2 technical --

3 Q. You don't know that?

4 A. No, I don't want to get into that.

5 Q. Okay. But if we assume that that information
6 is provided, the data CLEC meet points, the circuit ID,
7 and the identification of the carrier who is placing the
8 order, that would be the same information that we would
9 be provided, would it not, under both a line splitting
10 and line sharing scenario in order to tell -- give Qwest
11 the information -- or let me put it this way.

12 Isn't that all the information that Qwest
13 requires in order to actually know what physical
14 activities it needs to do to accomplish line splitting?

15 A. I don't want to say that's exclusive. I
16 think other information may be necessary. But at a high
17 level, that could be true, yes.

18 Q. Will the line split -- in the line splitting
19 scenario and the line sharing scenario, can you identify
20 any information that is required in one scenario that's
21 not required in the other in order to give Qwest the
22 information it needs to do the physical work necessary
23 to accomplish splitting the loop?

24 A. No, I can't think of any.

25 Q. And I will ask Mr. Hubbard some of these

02167

1 questions too.

2 A. Okay.

3 Q. You responded to Mr. Lathrop's recommendation
4 that this Commission direct Qwest to implement OSS
5 modifications to accomplish line splitting within a
6 certain period of time. Can you tell me, does Qwest
7 have a projected date upon which it will be prepared to
8 offer line splitting to the CLECs at this point?

9 A. I think you would have to ask Ms. Brohl if a
10 date has been set. I'm not aware of a date on which we
11 will offer the product. I know that we're working on
12 it.

13 Q. I had heard second quarter of this year, but
14 you don't have knowledge of that?

15 A. No.

16 Q. Now you noted in your testimony that it's
17 your belief that it's not appropriate for this
18 Commission to consider measures and testing here.
19 However, Mr. Lathrop was only asking for a directive
20 from this Commission as to implementation of a line
21 splitting, but wasn't -- did you understand him to be
22 asking this Commission to actually establish measures
23 and order testing?

24 A. That's how I read his testimony.

25 MS. HOPFENBECK: Okay, we may have to clarify

02168

1 that. Nothing further.

2 Oh, excuse me, I do have something further.

3 BY MS. HOPFENBECK:

4 Q. Before you leave, Ms. Albersheim, can I
5 direct your attention to Exhibit 1077 and C-1077.

6 A. Okay.

7 Q. Do you recognize this document as a Qwest
8 response to a data request by the Joint Intervenors
9 Numbered 03-026?

10 A. Yes.

11 Q. And is this response, the response that's
12 attached to the data request, an accurate response that
13 Qwest made?

14 A. I believe so, yes.

15 MS. HOPFENBECK: Okay, I would move the
16 admission of Exhibit C-1077 and 1077.

17 JUDGE BERG: Are there any other cross
18 exhibits that you're going to --

19 MS. HOPFENBECK: Oh, yes I will just go
20 through them all.

21 JUDGE BERG: Please.

22 BY MS. HOPFENBECK:

23 Q. I would also ask you to look at what has been
24 marked for identification as C-1078.

25 A. Okay.

02169

1 Q. Do you recognize this as Qwest's response to
2 Joint Interveners Data Request 03-027?

3 A. Yes.

4 Q. Is this a complete response to that data
5 request?

6 A. Yes, along with the text in the response in
7 Exhibit 1078.

8 Q. Right, okay, excuse me. And then I would ask
9 you to look at Exhibit 1079 and C-1079.

10 A. All right.

11 Q. Do you recognize this as Qwest's response to
12 Joint Intervener Data Request 03-029?

13 A. Yes.

14 Q. And is this a complete and accurate copy of
15 the response that Qwest made?

16 A. Yes.

17 MS. HOPFENBECK: Okay, I would move the
18 admission of Exhibits 1077, C-1077, 1078, C-1078, and
19 1079 and C-1079.

20 MS. ANDERL: No objection.

21 JUDGE BERG: So admitted.

22 MS. HOPFENBECK: I have nothing further.

23 JUDGE BERG: Ms. Tennyson.

24 MS. TENNYSON: Thank you.

25

02170

1 C R O S S - E X A M I N A T I O N

2 BY MS. TENNYSON:

3 Q. Good afternoon, Ms. Albersheim.

4 A. Good afternoon.

5 Q. I would like to start by asking you a
6 question relating to an exhibit that has just been
7 admitted, and I'm referring to Exhibit 1079.

8 A. Okay.

9 Q. Now this is a response to the joint
10 intervenors data request, and in the response, I would
11 like you to look at the third paragraph of the response.
12 It starts with the activities performed by.

13 A. Mm-hm.

14 Q. Now this indicates that there are -- the
15 activities performed by employees and contractors are
16 defined by project requirements as described in the
17 product description attached as exhibits to Ms. Brohl's
18 testimony which you have adopted.

19 A. Mm-hm.

20 Q. Can you tell me which exhibit, what are you
21 referring to?

22 A. Those would be the project descriptions in
23 Exhibit BJB-19, which is C-1073.

24 Q. Okay. Now do those descriptions in C-1073
25 indicate what is performed by contractors and what is

02171

1 performed by employees?

2 A. They don't divide that, no. They just
3 indicate the kind of work that needed to be done for
4 those projects.

5 Q. So that doesn't tell us then specifically
6 what may have been done by a contractor versus an
7 employee?

8 A. No, and really the tasks aren't divided that
9 way.

10 Q. Okay. Could you look at Exhibit C-1073 at
11 this time, please.

12 A. Okay.

13 Q. I'm referring to page 1 of 15. This
14 summarizes the projects and the costs.

15 A. (Nodding head.)

16 Q. And this is for the OSS projects, correct?

17 A. For the UNE remand OSS projects, yes.

18 Q. Now in questioning by Ms. Steele, I believe
19 you identified a project that is under project code
20 15829 as one that includes or is composed of costs that
21 were billed to Qwest by Telecordia; is that correct?

22 A. Yes.

23 Q. Can you tell us whether all of those costs
24 were incurred by billings to Qwest from Telecordia?

25 A. Yes, it was one bill. It was for the

02172

1 purchase of upgrades to software that Qwest had licensed
2 from Telecordia previously.

3 Q. And what about the project for unbundled
4 switching, does that also include Telecordia billings?

5 A. No.

6 Q. Do any of these others include billings from
7 Telecordia or work done by Telecordia?

8 A. No.

9 MS. TENNYSON: Thank you, I have nothing
10 further.

11 JUDGE BERG: Commissioners, any questions?

12 CHAIRWOMAN SHOWALTER: No.

13 COMMISSIONER HEMSTAD: No.

14 JUDGE BERG: Anything further from Ms. Steele
15 or Ms. Hopfenbeck at this time?

16 MS. HOPFENBECK: Nothing.

17 JUDGE BERG: Any redirect?

18 MS. ANDERL: Yes, Your Honor.

19

20 R E D I R E C T E X A M I N A T I O N

21 BY MS. ANDERL:

22 Q. Ms. Albersheim, you were asked some questions
23 by Ms. Steele about the 1999 expenditures that were
24 included as a part of Part A and that are also
25 associated with projects that are now included as a part

02173

1 of Part B; do you recall that?

2 A. Yes.

3 Q. Has Qwest requested a specific level of cost
4 recovery in this docket?

5 A. We have identified what the costs are, but we
6 have not submitted a cost study for OSS in this part of
7 the docket.

8 Q. Thank you, that was my next question, I
9 guess, is has Qwest proposed a specific cost recovery
10 mechanism or charging mechanism for recovery of the
11 costs that are deemed to be appropriate for recovery?

12 A. Not in this docket, not in Part B.

13 Q. Did you participate in Part A?

14 A. Not as a witness.

15 Q. In any other capacity?

16 A. I served as support for Barbara Brohl.

17 Q. And so was that support for the same type of
18 testimony that you're giving now?

19 A. Yes.

20 Q. And are you familiar with or do you recall
21 whether or not Qwest was asked to rerun its OSS cost
22 study showing 1999 actual expenses in place of the 1999
23 estimates?

24 A. No, I don't believe we were. Now we did a
25 compliance filing. I don't recall if the actuals were

02174

1 included in there or not.

2 Q. So if Commission Staff had asked as a records
3 requisition that Qwest redo the cost study, that would
4 have been something that Ms. Million performed that you
5 would not have been involved in?

6 A. Right.

7 Q. Is it Qwest's intent to attempt to double
8 recover OSS --

9 A. Oh, no.

10 Q. -- expenses?

11 A. What we -- we have not updated the cost study
12 from Part A to remove the costs that are reflected in
13 the filing for Part B, and we would propose to do that
14 or only include in a cost study for Part B those
15 projects which were new.

16 Q. You were asked some questions about the
17 information that a CLEC or a data LEC would have to
18 provide to Qwest in a line sharing or line splitting
19 scenario; do you recall those?

20 A. Yes.

21 Q. And do you recall agreeing with
22 Ms. Hopfenbeck that one of the pieces of information
23 would be the circuit ID?

24 A. Yes, I understand that it would be a
25 telephone number, not the circuit ID, similar

02175

1 information though.

2 Q. Recently admitted into the record were some
3 documents associated with expenses that Qwest incurred
4 in connection with software upgrades purchased from
5 Telecordia.

6 A. Yes.

7 Q. Have you read the Commission's 13th
8 Supplemental Order in the Part A proceeding?

9 A. Yes.

10 Q. And are you familiar with the Commission's
11 disapproval of certain levels of expense based on the
12 Commission's conclusions in relationship to the
13 appropriateness of the level of Telecordia expense?

14 A. Yes, I'm familiar with that.

15 Q. Can you please describe for the record
16 whether or not you believe that Qwest could have
17 accomplished the work associated with the Telecordia
18 expense in this part of the docket in a less costly or
19 more efficient manner?

20 A. No, that would not have been possible. The
21 purchase from Telecordia in this part was a software
22 upgrade. We already had systems in place. In this case
23 it was LFACS and SOACS systems, and to obtain the
24 upgrade, we had to buy these new releases of software.
25 We didn't have a choice of vendors since we already

02176

1 owned those systems. It would be similar to if you
2 purchased a version of Microsoft Word and needed to
3 upgrade, you wouldn't have a choice of a different
4 vendor for that software unless you wanted to use
5 different software all together.

6 Q. And so then you would have to buy the whole
7 new package?

8 A. Yes, which would have been considerably more
9 costly.

10 Q. And to the extent that any telecommunications
11 company selects a vendor for some or all of the software
12 that's used in its OSS, does the same principle hold
13 true for other carriers, that they are limited to
14 upgrade purchases from the original vendor as opposed to
15 a different vendor?

16 A. Yes, unless they're going to replace the
17 system all together.

18 MS. ANDERL: Thank you, I have no further
19 redirect.

20

21 R E C R O S S - E X A M I N A T I O N

22 BY MS. STEELE:

23 Q. I do have just a couple more questions,
24 Ms. Albersheim. Do you know when Qwest intends to
25 present an additional cost study seeking to recover the

02177

1 costs that you have submitted in this proceeding?

2 A. No, I don't.

3 Q. Now you have indicated that Qwest purchased
4 the software upgrade of LFACS and SOACS from Telecordia
5 because Telecordia had developed the original software;
6 is that correct?

7 A. Well, we already had the original software in
8 place. In order to get the enhancements, we had to buy
9 those upgrades.

10 Q. Can you tell me when LFACS was first
11 implemented at Qwest?

12 A. No, I can't.

13 Q. It's been more than ten years, hasn't it?

14 A. I imagine so.

15 Q. And same question for SOACS?

16 A. That's probably true, I don't know the date
17 it was purchased.

18 MS. STEELE: I don't have anything further,
19 thank you.

20 JUDGE BERG: Ms. Albersheim, thank you for
21 being here and testifying today. You are excused from
22 the hearing.

23 And at this point, why don't we go ahead and
24 begin with Ms. Brohl's testimony.

25 For the record, I will direct the reporter to

02178

1 enter the exhibit number and exhibit description for
2 Exhibits T-1090 through 1097 as marked on the exhibit
3 list as if read forth into the record in their entirety.

4

5 (The following exhibits were identified in
6 conjunction with the testimony of BARBARA J. BROHL.)

7 Exhibit T-1090 is Direct Testimony Adopting
8 Testimony of Perry Hooks (BJB-20T). Exhibit T-1091 is
9 Supplemental Direct Testimony of Perry Hooks, Jr.
10 (PHW-T3). Exhibit T-1092 is Supplemental Direct
11 Testimony of Brohl (BJB-21T). Exhibit T-1093 is
12 Testimony of Brohl Adopting Testimony of Hooks
13 (BJB-22T). Exhibit 1094 is Recurring Rates &
14 Nonrecurring Charges (BJB-23). Exhibit T-1095 is
15 Rebuttal Testimony of Barbara Brohl (BJB-24RT). Exhibit
16 1096 is Updates BJB-23; Ex 1094 (BJB-25). Exhibit 1097
17 is Qwest letter to Centel Comm. dated 2/21/01.

18

19 JUDGE BERG: We will be off the record
20 momentarily.

21 (Discussion off the record.)

22 JUDGE BERG: Ms. Brohl, will you please stand
23 and raise your right hand.

24

25 Whereupon,

02179

1 BARBARA J. BROHL,
2 having been first duly sworn, was called as a witness
3 herein and was examined and testified as follows:

4
5 JUDGE BERG: Thank you.
6 MS. ANDERL: Thank you, Your Honor.

7
8 D I R E C T E X A M I N A T I O N

9 BY MS. ANDERL:

10 Q. Good afternoon, Ms. Brohl.

11 A. Good afternoon.

12 Q. Would you please state your name and your
13 business address for the record.

14 A. My name is Barbara J. Brohl, and that's
15 spelled B-R-O-H-L, and I work at 1801 California Street,
16 Room 2410, Denver, Colorado 80202.

17 Q. And, Ms. Brohl, do you have before you the
18 testimony and exhibits that have been marked as exhibits
19 T-1090 through 1096?

20 A. I do, I also have 1080 and 1081.

21 Q. And let's leave those aside since those are
22 potential cross-examination exhibits.

23 A. Okay.

24 Q. That another counsel will ask you about.

25 A. Okay.

02180

1 Q. Ms. Brohl, do those testimonies essentially
2 adopt all of the Perry Hooks testimony regarding line
3 splitting over UNE-P and the portion of the Perry Hooks
4 testimony that addresses the nonrecurring charges for
5 the UNE platform?

6 A. Yes.

7 Q. And did you also prepare Exhibit 1096, which
8 is a new recurring and nonrecurring rate sheet updated
9 in accordance with Ms. Million's February 7th testimony?

10 A. Yes.

11 Q. Are the testimonies in the exhibits that we
12 have identified true and correct to the best of your
13 knowledge?

14 A. Yes.

15 Q. And do you have any changes or corrections to
16 make to them?

17 A. No.

18 MS. ANDERL: Your Honor, we would offer
19 Exhibits T-1090 through 1096.

20 JUDGE BERG: Hearing no objection, they are
21 so admitted.

22 MS. ANDERL: And Ms. Brohl is available for
23 cross-examination.

24 Ms. Brohl, did we overlook an exhibit?

25 THE WITNESS: I'm curious about T-62 and 63,

02181

1 T-1062 and T-1063.

2 MS. ANDERL: Those were identified with
3 Mr. Kennedy as separate exhibit numbers as well. I'm
4 sorry, I forgot to tell you that. But because we're
5 dividing Mr. Hooks' testimony up between the two of you,
6 we have them associated with both of you, but those have
7 already been admitted.

8 THE WITNESS: Okay.

9 JUDGE BERG: Ms. Hopfenbeck.

10

C R O S S - E X A M I N A T I O N

12 BY MS. HOPFENBECK:

13 Q. Ms. Brohl, initially I would like to talk to
14 you about the timing of the implementation of line
15 splitting. Does Qwest at this point in time expect to
16 make line splitting available to the CLECs in the second
17 quarter of this year?

18 A. I'm not sure what the timing is. I know that
19 we're attempting to meet with the CLECs in the next few
20 weeks to kind of go over some of the items that
21 Ms. Albersheim discussed. And I'm sure that the time
22 frame implementation will be one of those points of
23 discussion. But I can't tell you exactly when we will
24 be doing it.

25 Q. When you refer to the fact that Qwest will be

02182

1 meeting with CLECs, will that occur in the context of
2 the revised change management process?

3 A. I believe that that's where the invitation to
4 meet went through. It went through it's called CICMP,
5 which is C-I-C-M-P, carrier interface change management
6 process, I believe. And in there, there's a
7 notification process, and we attempt to use that
8 whenever we're going to do any of these kinds of things.
9 And my understanding is that's how we did provide
10 notification and invitation to that as well as through
11 there is an account management function that also does
12 that. So if it's a particular CLEC that doesn't
13 participate in the CICMP, they would have received that
14 notification from their account manager.

15 Q. What steps has Qwest taken since entry of the
16 FCC's order clarifying the obligation to provide line
17 splitting over UNE-P to actually implement line
18 splitting?

19 A. I believe that Qwest -- let me back up a
20 minute. When we started the line sharing process, one
21 of the things that we did is we developed a weekly
22 meeting, and usually it was on Tuesday afternoons, and
23 we had all the CLECs involved and Qwest. Well, what
24 happened is once we got most of the line sharing issues
25 identified and addressed, the next logical thing to talk

02183

1 about was line splitting. And I know that that's been
2 discussed somewhat in those meetings, so there have been
3 some meetings to discuss that.

4 In addition, the product management
5 organization has taken this on and has begun the --
6 actually, I think they were quite a ways down the line
7 of developing that product and the network architecture
8 as well, which Mr. Hubbard can speak to, but are pretty
9 well down the line of defining that product.

10 JUDGE BERG: Ms. Brohl, you might want to
11 just come up for air in some of your testimony and let
12 the reporter kind of catch up with you.

13 THE WITNESS: I usually have a card that says
14 slow down, but I didn't have it with me.

15 JUDGE BERG: I'm sure we all heard you just
16 fine, I want to make sure that the record that's taken
17 also reflects everything you have to say.

18 THE WITNESS: I will.

19 BY MS. HOPFENBECK:

20 Q. Your testimony also addresses the obligations
21 with respect to the facility known as the splitter?

22 A. Right.

23 Q. You agree that it is -- that the only way to
24 access both the low and high frequency portions of a
25 loop is by use of a facility known as a splitter; isn't

02184

1 that right?

2 A. Yes, a splitter has to be used in order to
3 split out both of those frequencies.

4 Q. And in the case of UNE-P, you would basically
5 route the line through the splitter, split it out, and
6 then the voice spectrum would come back to Qwest's
7 switch and then go off into the network; isn't that
8 right?

9 A. High levelly, yes. It actually comes back
10 into the MDF, which is the main distribution frame, and
11 then goes back out to the voice switch, the voice
12 portion does.

13 Q. All right. And when Qwest provides DSL to
14 its own residential customers, it accomplishes that by
15 taking the line and routing it through a splitter that
16 is integrated into Qwest's DSLAM; is that fair?

17 A. That's true.

18 Q. Now a UNE-P CLEC is not collocated in Qwest's
19 central office, is it?

20 A. Not normally.

21 Q. And I mean that's one of the advantages of
22 UNE-P from the perspective of a CLEC is that they don't
23 have -- they can provision basic exchange service to a
24 customer without having to incur the costs associated
25 with collocation; isn't that fair?

02185

1 A. I would assume that.

2 Q. But a splitter is one of those facilities
3 that would have to be collocated by the UNE-P CLEC in
4 order to provision line splitting; isn't that true?

5 A. The splitter is a piece of equipment that
6 must be provisioned whenever data services are being
7 provided. If what the UNE-P CLEC is only providing is
8 voice, then no, there is no need to have any type of
9 collocation unless they choose to. However, when you
10 introduce another element, which is the data portion of
11 that loop, something has to be done. And as a result,
12 any time that a CLEC, and up to this point those CLECs
13 have been data CLECs, have chosen to take just the high
14 frequency of the voice of the line, that data CLEC has
15 provided the splitter, and then the voice is split, and
16 then takes control of that data into their DSLAM and
17 then sends it out to their ISP network.

18 Q. And that, I mean I think in answer to my
19 question, it is necessary to collocate those, that
20 equipment necessary to provision data service to the
21 customers, isn't it?

22 A. Right, the data service.

23 Q. Yeah.

24 A. Must be collocated.

25 Q. And it's also correct that a -- well, Qwest

02186

1 frequently refers to the fact that the UNE-P CLEC owns
2 the entire loop; isn't that true?

3 A. We are at this point considering that to be,
4 the voice CLEC to be the customer of record. I think
5 that our position is that the -- or our, yeah, our
6 position would be that the voice CLEC would have the
7 entire loop.

8 Q. But the UNE-P CLEC doesn't have access to the
9 full functionality of the loop without a splitter, does
10 it?

11 A. The UNE-P voice provider can provide a
12 splitter and get full functionality of that loop. Qwest
13 is not a splitter provider. We're not a vendor. And as
14 a result, whenever any CLEC wants to take that line and
15 split it, it must go to a splitter vendor and purchase
16 that piece of equipment.

17 Q. Do you know what percentage of central
18 offices in the state of Washington are provisioned with
19 an integrated DSLAM splitter?

20 A. My understanding is that, and I think
21 Mr. Hubbard can speak to this a little bit better than I
22 can, but my understanding is that -- you know, I can't
23 answer that. I was going to say something. I really
24 would prefer that Mr. Hubbard answers that question.

25 Q. How long do you expect the collaborative

02187

1 process that you recommend in your rebuttal testimony to
2 discuss with the CLECs how line splitting will be
3 provided, how long do you expect that will take?

4 A. You know, I don't think it should take that
5 long. Let me put it this way. When we did the line
6 sharing, we had to actually do a field test, we had to
7 deal with all the administrative issues, and all of this
8 hadn't been done before, deal with all the operational
9 impacts, this was so new, and we were actually able to
10 do it in about six weeks of heavy meeting with the CLEC
11 community or the DLEC community and Qwest. And both
12 sides made a very concerted effort. So since this is
13 kind of a Delta to that, I would expect that it
14 shouldn't take a whole long time at all.

15 But I can't say that. It would depend on
16 what issues surround that, because when you're dealing
17 with line splitting, let's remember you're introducing
18 another element here. This isn't just like line sharing
19 where there were two LECs involved. Now when you add a
20 third LEC, that kind of adds another layer of
21 complexity, and so those issues really need to be
22 fleshed out.

23 Q. I asked Ms. Albersheim this question, and I
24 will ask you, and if you need to defer this to
25 Mr. Hubbard, do, but is it your understanding that the

02188

1 activities that Qwest must undertake to provision line
2 splitting are the same activities that it needs to
3 undertake to physically provision line sharing?

4 A. I would think that the majority of the
5 activities are very likely going to be very, very
6 similar. But what I want to caution you on is that
7 while the activity may be similar, additional things may
8 still need to be required, and let me give you an
9 example. For example, while you say taking of an LSR,
10 coming -- the LSR coming into the interconnect service
11 center, that being then translated into the service
12 order and going down, and the actual physical
13 provisioning being done may be the same, and there may
14 be a kind of an inventory and that type of thing.

15 However, what we're looking at in a line
16 sharing environment are two CLECs or a CLEC and an ILEC.
17 So as a result, we really need to know information about
18 one provider. Because we have the information about
19 ourselves and how we're doing it, and we don't need to
20 take that in through the LSR flow. When you introduce a
21 second provider, we have to have information about both,
22 and that's where I think even though the taking of the
23 LSR may quote, unquote, be the kind of the same
24 activity, there may be additional data points that are
25 needed that I don't think have been identified yet. At

02189

1 least there would be the inclusion of a voice provider
2 identification as well as the data provider
3 identification.

4 Q. It sounds like, I mean I have heard both you
5 and Ms. Albersheim say a number of times that there may
6 be a lot of differences, but what it seems to always
7 boil down to is that the one thing different between
8 line splitting and line sharing is potentially the need
9 for Qwest to know that there are two providers of
10 service to an end use customer or over the same circuit;
11 is that right?

12 A. It is, but when you think about it, that's a
13 very fundamental difference, and it really is because --

14 Q. Well, it's a difference. But let me ask you
15 this question, and you can explain the difference in
16 answer to your counsel's questions, but that's -- so you
17 agree that that's a difference, and from your
18 perspective it's a fundamental difference, but isn't it
19 also true that depending on how the CLECs and Qwest
20 agree to provision, agree as to how line splitting
21 should be provisioned, it may not be necessary for Qwest
22 to know that there are two providers?

23 A. And you're right about that, and the thing is
24 is that we don't know that yet.

25 Q. Okay.

02190

1 A. And that's the issue.

2 Q. Okay.

3 A. That we need to know more before we can say
4 that.

5 Q. Now getting back to the fact that we have
6 identified that it may be that there's this one
7 difference in that Qwest needs to know that there are
8 two providers on the same line, are there any other
9 differences, because that's so far, maybe fundamental,
10 but that's so far the only one difference I have heard
11 anybody identify?

12 A. I think billing is a difference as well,
13 because right now what we do in line sharing is we bill
14 the end user customer for the voice portion, and we bill
15 the data CLEC for that data portion. And we bill -- and
16 in a line splitting environment, now this is post LSR,
17 because I'm going to talk pre LSR in a minute, so post
18 LSR, when an LSR comes in -- in a post LSR environment,
19 when the LSR comes in, the question is do we bill the
20 entire thing then just a loop charge to the UNE-P voice
21 provider, which is probably more likely the case.

22 In that event, then we don't have any billing
23 for the data CLEC, but we also may not have -- we need
24 to figure out whether we need to still have some
25 identification of the system that that data CLEC is

02191

1 involved. And the reason for that is not only for
2 billing, but also for repairing as well, because right
3 now --

4 Q. Let's stop for a moment.

5 A. Okay.

6 Q. Because I would like to talk about these
7 changes one at a time.

8 A. Individually.

9 Q. So with respect to billing, it sounds like
10 again it boils down to that there may be a need for
11 Qwest to identify that there are two CLECs involved in
12 serving one end use customer. But based on what you
13 said earlier, and I will ask you if this is correct, I
14 mean the billing will not, in terms of who has to pay
15 for the service, will not be any different under a line
16 splitting environment than if they're not line
17 splitting. The voice CLEC is responsible for paying for
18 the entire loop; isn't that true?

19 A. That's one of the options, I believe, yes.

20 Q. But Qwest is not entitled to any revenues in
21 addition --

22 A. Oh, no.

23 Q. -- to the UNE-P revenues?

24 A. Mm-hm.

25 Q. Whether there's line splitting or not line

02192

1 splitting, is it?

2 A. Right.

3 Q. Okay. Now you were beginning to talk about
4 repair.

5 A. Right, and I think that from a very technical
6 perspective, I think Mr. Hubbard can address it more
7 fully. However, from -- and I am kind of stepping on
8 Ms. Albersheim's toes with the systems portion of this,
9 but we do need to be able to identify who the CLECs are
10 that are on this account, who can you call in on it, who
11 can submit a repair request, will that be just the voice
12 provider that would be able to do that, or would it be
13 both the voice provider and the data provider. I don't
14 know the answer to that question. If you're telling me
15 it will only be one of them, then -- and that the voice
16 CLEC, for example, will take all repair issues and that
17 sort of thing, maybe there aren't any changes.

18 I think what we're doing is we're kind of
19 walking through this step by step as to what the exact
20 changes are, and what I would like to do is kind of back
21 up and say, I'm not sure what all the changes are. We
22 -- I know that from a product perspective, that's being
23 discussed. We now need to go down another level and
24 discuss the process. The process really requires
25 interaction with the CLECs, both the UNE-P voice CLEC as

02193

1 well as the data CLEC, and then that's what's going to
2 determine what the differences are and then what the
3 systems changes are.

4 Q. Okay. But it's fair that the critical
5 information to the company in terms of repair would be
6 the identification of the facility that needs to be
7 repaired; that's what the company needs to know, what to
8 repair, correct?

9 A. As well as who is authorized to do that kind
10 of repair.

11 Q. Okay. And again, you know, that -- it seems
12 like that really boils down to the same thing. So it
13 seems like that's really the key potential change is
14 just whether or not Qwest systems have to be able to
15 know that there are two on it or not, right?

16 A. Right.

17 Q. And I think we have established that it's --
18 that there is a way of setting this up so that the
19 systems don't need to know that there are two providing.
20 I mean both carriers could use the same ACNA, couldn't
21 they? I mean the data CLEC could act as agent for the
22 CLEC using the CLEC's ACNA and put all of this through,
23 and Qwest would never need to know there is a data CLEC
24 behind there; isn't that one way it could be done?

25 A. I'm not really sure. I'm not really sure if

02194

1 when -- let's talk through on a very basic basis. When
2 a CLEC voice or data either sends an EDI transmission or
3 sends an -- or logs into the GUI, at some point they
4 identify themselves as the CLEC that they are. So at
5 that point, if what you're saying is that you would be
6 giving permission for the CLEC, a different CLEC then to
7 be providing this sort of a local service request on
8 your behalf, one of two things in my mind, and I'm just
9 doing this off the top of my head, because I do think a
10 little more in depth analysis is required, you would
11 have to look to see, okay, is this, say, do we just
12 treat it as if that were a -- that were WorldCom, and as
13 a result, whatever WorldCom can do, then this data CLEC
14 can do? Or is it that it's a limited kind of agency,
15 and at that point, only these specific things? In that
16 case, then there are changes.

17 Q. That's fair, thank you very much, I
18 appreciate your answers.

19 MS. HOPFENBECK: I have nothing further.

20 JUDGE BERG: Ms. Steele.

21

22 C R O S S - E X A M I N A T I O N

23 BY MS. STEELE:

24 Q. Good afternoon, Ms. Brohl.

25 A. Good afternoon.

02195

1 Q. I want to talk to you about one particular
2 scenario and then walk through some options that are
3 presented in the line splitting situation. And I want
4 you to take a case where Qwest has offered a customer
5 voice in its own megabyte DSL service, okay. Now assume
6 that that customer wants to migrate to another local
7 exchange carrier who will be providing service over the
8 platform, the UNE-P platform. I want to walk through
9 the ways that could happen, okay. So and this customer
10 wants to continue to receive both voice and DSL service,
11 okay. So Qwest has the customer, customer wants to go
12 to another carrier, he wants to keep the same service,
13 and the other carrier is going to be providing this
14 service over UNE-P.

15 A. The voice service.

16 Q. They're going to be providing the service
17 over UNE-P. The customer wants to have both voice and
18 DSL.

19 A. That's where I'm getting confused. Are we
20 converting the voice only or both the voice and the
21 data?

22 Q. Okay, I'm going to walk through the ways that
23 that could happen so that the customer could keep both
24 services, okay?

25 A. Okay.

02196

1 Q. Now one way that that could happen, and this
2 is a way that Qwest says is okay, Qwest proposes that
3 one way for that to happen is for the CLEC to have to
4 collocate a splitter, okay, and that's one way that that
5 could happen; is that correct?

6 A. Correct, that is one way that could happen.

7 Q. And another way that Qwest proposes that this
8 could happen is for the CLEC to contract with another
9 data DSL provider so that when the service migrates
10 over, the voice will go to the new CLEC, and they will
11 have contracted with another DSL provider who has
12 collocated in that central office. So that's another
13 way that could happen; is that correct?

14 A. Let me see if I have this straight. That the
15 voice would migrate to the UNE-P voice provider, and the
16 data would migrate to a separate data CLEC, and that
17 data CLEC would have a splitter and would be collocated
18 with their DSLAM in the central office.

19 Q. Correct.

20 A. Okay.

21 Q. That's another way that Qwest proposes that
22 this should happen; is that correct?

23 A. I think what Qwest is proposing is that the
24 CLECs, the voice and the data CLEC, between the two of
25 them are responsible for the splitter. The way that it

02197

1 has been done in the past is that the data services
2 provider already -- generally already has a splitter.
3 If they have been participating in a line sharing
4 environment, they have likely already deployed
5 splitters. And in that instance, it really -- if the
6 voice migrates from Qwest to a UNE-P provider, I don't
7 see why that existing splitter that was provided by the
8 data CLEC couldn't still be used.

9 Q. Let me see if I can back up and make sure
10 we've all got the same thing in mind. The first
11 scenario I proposed was that the CLEC who is going to be
12 providing voice also collocates a splitter, and
13 therefore be able to provide both the voice and a DSL
14 service. That's one scenario. And that Qwest would say
15 is an appropriate scenario for line splitting; is that
16 correct?

17 A. Correct.

18 Q. And then the second scenario is that when
19 we're migrating, we migrate to two different CLECs. The
20 first will be providing the voice over UNE-P, and the
21 second will be providing the DSL service; is that
22 correct?

23 A. Okay.

24 Q. And it's Qwest's view that that is an
25 appropriate way for line splitting to be provisioned; is

02198

1 that correct?

2 A. Correct.

3 Q. Now a third way that could happen is that the
4 voice service could migrate to the new competitor, and
5 Qwest could continue to provide megabyte service to that
6 customer; is that correct, that could happen?

7 A. You know, I can't answer that question. I'm
8 not sure if that is a possibility or not. I will be
9 honest.

10 Q. You don't know whether it's technically
11 possible for Qwest to continue to provide DSL service in
12 that scenario?

13 A. Correct, I don't know that. I don't know
14 whether it's -- whether we are doing that. I don't know
15 that.

16 Q. Okay. In any case, Qwest in this proceeding
17 takes the position that it will not do that; is that
18 correct?

19 A. That is my understanding, that we are not
20 obligated to. I think that is the position that Qwest
21 has taken.

22 Q. And then a fourth scenario that has been
23 proposed in testimony by some of the CLECs in this
24 proceeding is that the splitter will be provided by
25 Qwest so that the new entrant providing service over

02199

1 UNE-P can provide both the voice and the data service
2 over a splitter owned by Qwest. That is a proposal that
3 has been made; is that correct?

4 A. That's my understanding of one of the
5 proposals that has been made.

6 Q. And it's Qwest's position that it is not
7 obligated to allow this proposal to take place; is that
8 correct?

9 A. It's Qwest's position that we currently, my
10 understanding is we have an integrated splitter and a
11 DSLAM, which means that we would then be required to go
12 out and purchase equipment specifically to allow that
13 scenario. And in addition we at this point are not
14 obligated to provide the splitter.

15 Q. So of the four possible scenarios that I have
16 discussed, Qwest is okay with the first two; is that
17 correct?

18 A. Correct.

19 Q. Now I want to go through and talk about each
20 one of these scenarios and talk about how they would
21 work. And I'm looking at the testimony, the
22 supplemental testimony of Mr. Hooks that you have
23 adopted. Excuse me, I believe it's Exhibit 1091.

24 Now the first scenario I proposed is where
25 the CLEC will, in fact, collocate in the central office

02200

1 to be able to provide this service. Do you know
2 presently how long it takes for Qwest to provision a
3 collocation arrangement in Washington?

4 A. No, I don't, I'm sorry.

5 Q. And the cost of collocating, those costs have
6 been identified in a prior part of this docket; is that
7 correct?

8 A. I assume so.

9 Q. I'm looking at page 5 of Exhibit 1091, and
10 this is a discussion of how this collocation will take
11 place beginning on this page. The statement made in
12 response to the question at line 14 about where the
13 splitter may be installed by the CLEC in its collocation
14 space; do you see that testimony?

15 A. I see that testimony.

16 Q. Okay, and the options here given are that the
17 CLEC may have its own collocation space, or there may be
18 common collocation; is that correct?

19 A. Correct, the splitter can be mounted in the
20 common area of the central office.

21 Q. Now I'm curious about a juxtaposition of
22 testimony here. The statement made on page five that
23 the splitter may be installed on the intermediate
24 distribution frame or on the main distribution frame,
25 but then when you turn to the next page, there's a

02201

1 discussion of how it will be delivered to the CLEC, and
2 here it talks about the -- I'm looking at the question
3 beginning at line one, the statement is made that an
4 interconnection tie pair will go from Qwest's main
5 distribution frame to an intermediate distribution
6 frame. Do you know whether it is going to be a
7 requirement any time a CLEC wants to collocate a
8 splitter that the provisioning be made through an
9 intermediate distribution frame?

10 A. I don't know that for sure. I believe that
11 -- and I'm going to defer some of this to Mr. Hubbard.
12 But it's my understanding that there are three methods
13 of locating that splitter in the common area. One is in
14 -- one is on a splitter bay. One is on the IDF, and one
15 is on the main distribution frame. Now when those
16 particular scenarios must apply, I think I would like to
17 defer that to Mr. Hubbard.

18 Q. And to the extent that an intermediate
19 distribution frame is required, as it seems to indicate
20 on page six of this testimony, the CLEC would be
21 required to pay for that intermediate distribution
22 frame; is that correct?

23 A. I don't think so. They have to pay for --
24 let's talk about pre LSR here and --

25 Q. Why don't you define for me what you mean by

02202

1 that?

2 A. I will. To me, pre LSR are the activities
3 that must occur prior to a CLEC actually issuing a local
4 service request for splitting off that data portion of
5 the loop. At that point, and some of the CLECs in the
6 room here that have done this, in particular Covad, know
7 that what they have had to do is -- what they do is they
8 order the splitter to be placed generally on that
9 splitter bay. And as a result, what they do is they
10 then rent -- there's a -- God, I don't have the rates
11 with me, and I think I'm getting over my head. But
12 basically they can place it on the splitter bay, and
13 there are connections that then are paid for on both a
14 recurring and a nonrecurring basis, and those are the
15 same particular charges that apply in a line sharing
16 environment as well.

17 And I think that if you want to get to the
18 very specifics, how many tie pairs and where they go and
19 the connections, I think Mr. Hubbard, who understands
20 the network architecture much better than I can, would
21 be better able to answer that.

22 Q. Well, then we will ask him those questions.

23 A. That's a good idea.

24 Q. I can see you're relieved.

25 A. And I think I owe him now.

02203

1 Q. So in the first option, we have the CLEC
2 paying for collocation. In the second option, the CLEC
3 will have some business arrangement with another data
4 provider to get the DSL service; is that correct?

5 A. Correct.

6 Q. Okay. Now going to skip the third scenario
7 where Qwest provides the DSL service, because you don't
8 know whether that's possible. But let's move to the
9 situation where Qwest provides the splitter. Now it's
10 Qwest's position that it will not do this; is that
11 correct? And I will get into the reasons.

12 A. Correct.

13 Q. And the first reason that Qwest claims that
14 it is not required to or that it will not do this is
15 that it's not presently required by the FCC; is that
16 correct?

17 A. That's one of the reasons, yes.

18 Q. And it has not to this point, the FCC has not
19 determined at this point that it will not be required;
20 is that correct?

21 A. The FCC has, my understanding, with the
22 latest line splitting order will be addressing that in
23 another proceeding where they can more fully define the
24 record.

25 Q. And another reason, and this is in your

02204

1 supplemental direct, which I believe is Exhibit 1092,
2 and if you want to turn to that, I'm looking at page
3 nine.

4 A. (Complies.)

5 Q. And you make a claim in this testimony that
6 Qwest will be harmed if it's required to provide a
7 splitters; is that correct?

8 A. What that means is what I stated earlier
9 where if we have to go out and purchase a separate
10 splitter so that AT&T can use it, we would have to then
11 put forth in advance the entire investment of that
12 entire splitter. And in addition, then also monitor all
13 of the usage on that splitter, do all of the inventory,
14 all of the assignment on that, which in my opinion is a
15 harm. That is requiring us to provide a piece of
16 equipment that we don't use in our network, a piece of
17 equipment that in the UNE Remand the FCC stated was
18 openly available on the open market, and one of the
19 things that really hasn't been discussed is --

20 Q. Ms. Brohl, I think you have -- my question
21 really was a yes or no.

22 A. Okay.

23 Q. And I think we will get out of here faster if
24 you actually listen to my questions. I understand your
25 desire to tell me your position, and I will try to give

02205

1 you an opportunity to do that.

2 A. Okay.

3 Q. The principal harm that Qwest contends is
4 placed upon it is the splitter, the fact that it would
5 have to deploy a separate splitter; is that correct?

6 A. Yes.

7 Q. And the reason that Qwest will have to deploy
8 a separate splitter is that in the network that Qwest
9 has chosen to provision today, it has provisioned an
10 integrated DSLAM with a splitter; is that correct?

11 A. Correct.

12 Q. Maybe you could tell us what a DSLAM is, and
13 most people in the room probably know, but there might
14 be a few who don't.

15 A. I really can't explain it to a technical
16 degree. But from a high level perspective, what it does
17 is it takes the data service, and my understanding, it
18 stands for data service something access multiplexer,
19 and as a result, it takes that data service, and it
20 multiplexes it so that it can then be provided to the
21 ISP. I don't know the technical, the actual technology.
22 That's also something for Mr. Hubbard.

23 Q. And there are a number of incumbent local
24 exchange carriers who, in fact, provision separate
25 DSLAMs and splitter; isn't that right?

02206

1 A. I'm not sure. I don't know what their
2 technical architecture is.

3 Q. And the reason that Qwest contends that it --
4 let me back up.

5 Qwest contends that it is not required to
6 provide access to an integrated DSLAM splitter because
7 under FCC orders it's not required to provide access to
8 the DSLAM functionality; is that correct?

9 A. Partially. The other reason is because that
10 DSLAM and the splitter are integrated, it's my
11 understanding that we would not be able to separate
12 those two functions. In other words, we couldn't
13 provide splitter functionality unless we also provided
14 DSLAM functionality as well. And if that's the case,
15 what you're really talking about now is more of access
16 to the packet switched network.

17 Q. And it's Qwest's contention that it is not
18 required to provide such access, and therefore it is not
19 required to provide access to DSLAM functionality; is
20 that correct?

21 A. I think the FCC has stated that we are not
22 required to provide access to unbundled pack switching
23 except in a very limited circumstance.

24 Q. If you will take a look at Exhibits 1080 and
25 1081, do you have those in front of you?

02207

1 A. I do.

2 Q. Those are responses by Qwest to data requests
3 by MCI; is that correct?

4 A. Correct.

5 Q. Do you have any -- are these responses
6 accurate to the best of your knowledge?

7 A. Yes.

8 MS. STEELE: I request the admission of
9 Exhibits 1080 and 1081.

10 MS. ANDERL: No objection.

11 JUDGE BERG: So admitted.

12 MS. STEELE: And I have no further questions.

13 JUDGE BERG: Mr. Harlow.

14

15 C R O S S - E X A M I N A T I O N

16 BY MR. HARLOW:

17 Q. Good afternoon, Ms. Brohl. My name is Brooks
18 Harlow. I represent Covad Communications in this
19 docket.

20 A. Good afternoon.

21 Q. I understand that except perhaps on the more
22 technical questions, you're basically Qwest's witness
23 with knowledge of DSL line splitting and line sharing
24 issues.

25 A. In general.

02208

1 Q. And I guess I would like to start out and let
2 me just preface this by similar to you responded with
3 Ms. Steele that, you know, I will take you I guess as
4 far as I can with my questions, and then if it gets too
5 technical and you need to defer to Mr. Hubbard, we will
6 certainly follow up with Mr. Hubbard.

7 A. Thank you.

8 Q. I would like to start out I guess by
9 following up on a question by Ms. Hopfenbeck and your
10 response, and I don't know if you used the term
11 ownership, but I will use it. I will paraphrase it that
12 way, that Qwest's position is that the UNE-P CLEC owns
13 the entire loop; do you recall that?

14 A. Yes, and it's -- I'm not so sure if owning is
15 the right term either, but customer of record, CLEC in
16 control, I mean, you know, that sort of thing.

17 Q. To your knowledge, would there be any
18 technical reason why the voice CLEC couldn't buy the
19 voice portion of a loop and a DLEC separately purchase
20 the high frequency UNE, the DSL portion of the loop, at
21 the rate set by this Commission in the last order in
22 this docket?

23 A. Well, the reason that I would think would be
24 because the ILECs in the line sharing order were
25 required to unbundle the upper portion of the frequency.

02209

1 My understanding is that same obligation did not extend
2 to voice CLECs. And as a result, I don't -- my view and
3 my position is that because the voice CLEC is not
4 required to unbundle that upper portion of the
5 frequency, whether it does or not may be up to that
6 voice CLEC and not to Qwest.

7 Q. I would like to pose a hypothetical just to
8 kind of explore this, implications of this. Supposing
9 you have a voice only CLEC, and they acquire the voice
10 business of a currently Qwest voice customer. And
11 assume hypothetically that that Qwest voice customer is
12 currently line sharing, and they have a data LEC or a
13 DLEC providing DSL service over the same line. Do you
14 have that scenario in mind?

15 A. Yes.

16 Q. Supposing that the voice CLEC, the customer
17 hasn't made any determination to change data providers,
18 but the customer in response to advertisement or
19 solicitation says, oh, I want to get my voice now from
20 the UNE-P voice CLEC. What would happen in that
21 scenario to that customer's data service at the time
22 Qwest switches the voice service to the UNE platform?

23 A. Can I put some names on here, just helps me a
24 little bit.

25 Q. Sure, it might help all of us.

02210

1 A. Let's assume that WorldCom -- Qwest has the
2 voice, and Covad has the data portion. And at that
3 point, what you're saying is that if the -- if we
4 received an LSR from say WorldCom that said this end
5 user customer now wants to get their voice service from
6 WorldCom and we want it as a UNE-P, what would happen to
7 their data service. I don't know. I don't know if it
8 would be -- I don't think that we have really worked
9 through all the scenarios. That's kind of -- I keep
10 trying to come back to is that's a scenario I think that
11 needs to be addressed. In other words, that I think
12 those are very good questions that we don't completely
13 have the answers to.

14 Q. Now when a customer switches to UNE-P,
15 there's no need to rewire anything in the central
16 office, is there?

17 A. No.

18 Q. The facilities remain the same?

19 A. Essentially, yes.

20 Q. There would be no technical reason that the
21 voice service couldn't continue to be provided without
22 removing the existing Covad splitter in that scenario,
23 is there?

24 A. I don't believe there would be any technical
25 reason that would require it. Like I was saying, it's

02211

1 mainly a process issue and mainly who has control of the
2 loop, that issue.

3 Q. I would like to turn now to the issue of line
4 sharing over loops that have fiber in them in which a
5 service is provided in part over fiber optics. Do you
6 have that scenario in mind?

7 A. Okay.

8 Q. And I take it you're the witness who has been
9 identified -- is aware that Qwest has recently announced
10 that it will be providing its retail DSL service, and
11 that's called megabyte; is that right?

12 A. Correct.

13 Q. Okay, let's just refer to it as Qwest's
14 retail DSL as megabyte. So Qwest has recently announced
15 that it will provide megabyte service to customers on
16 loops that are fed by fiber; is that correct?

17 A. Correct.

18 MS. ANDERL: Actually, Mr. Harlow, if I might
19 interrupt, Qwest did recently announce a name change for
20 its DSL service, and so that the record doesn't reflect
21 megabyte 132 times, I would ask that it be referred to
22 as Qwest DSL.

23 MR. HARLOW: Qwest DSL, can I go back to U S
24 West? I can't keep up with all the name changes. I
25 will try.

02212

1 MS. ANDERL: Okay.

2 BY MR. HARLOW:

3 Q. Qwest DSL, do you have before you Exhibit
4 1097?

5 A. I do.

6 Q. Can you identify that document?

7 A. It's a document that was sent by Qwest to
8 Mr. Brooks Harlow on February 21st with a subject of DA
9 Hotel and was basically a description of a product and
10 of an offer. And it says that:

11 Qwest is excited about the initiative to
12 extend aDSL service. And carrier is
13 currently served by the two loops
14 carrier system, and loops longer than
15 15,000 feet from the surveying central
16 office.

17 Q. I might --

18 A. And there is additional. Do you want me to
19 read the whole thing?

20 Q. No, I'm not asking you to read it, I'm asking
21 you to identify it.

22 A. Okay, it's that document.

23 Q. I might like to think that this was a special
24 offer for me, but in fact this was a form letter sent to
25 all CLECs?

02213

1 A. That's my understanding.

2 MR. HARLOW: Your Honor, we offer Exhibit

3 1097.

4 MS. ANDERL: No objection.

5 JUDGE BERG: It's admitted.

6 MR. HARLOW: Thank you, Your Honor.

7 BY MR. HARLOW:

8 Q. Now according to Exhibit 1097, this notice
9 applies to all 14 Qwest states including Washington?

10 A. Yes, it does.

11 Q. And do you know if Qwest has, in fact, begun
12 to provide any DSL services over fiber?

13 A. I do know that, and the answer is no, we're
14 not, and we're not -- this has been delayed somewhat.
15 And probably -- probably will not start until the
16 beginning of May, which is at the same time that the
17 wholesale product is also going to be rolled out.

18 Q. And can you please describe the wholesale
19 product?

20 A. It's essentially the very same thing, where
21 there will be a DA Hotel set up in a remote terminal
22 outside of the feeder distribution interface. In that
23 particular location, it's another, slow down, it's
24 another building so to speak. And in that building,
25 there will be the availability of space for both Qwest

02214

1 DSL type equipment as well as the CLEC's DSL type
2 equipment.

3 Q. Do you know what DA stands for?

4 A. Yes, it's the distribution architecture,
5 distribution area hotel.

6 Q. I'm sorry, did you say these -- where did you
7 say these would be located?

8 A. They're actually in -- I'm going to go to
9 something that was provided in a meeting, because I
10 don't know the network like the back of my hand
11 necessarily. But there's basically -- let me find it
12 here. The DA Hotel or the DSL Hotel, they're kind of
13 those two terms are used interchangeably, should be
14 located adjacent to the feeder distribution interface,
15 the FDI. And that's the way that we will be able to
16 provide both retail and wholesale access to this
17 particular location. And at that point, the CLEC or
18 Qwest can provide -- can go ahead and put their
19 equipment in there and then go ahead and provide DSL
20 services to a loop that was normally served under
21 digital loop carrier.

22 Q. And has Qwest developed any plans or any
23 numbers as to how many of these DA Hotels it's going to
24 deploy in Washington?

25 A. Yes, actually, there was a meeting that was

02215

1 held on February 2nd, where the majority of the -- a
2 great number of the CLECs did attend. And in there,
3 there was a particular presentation that was handed out,
4 and in there, there is a deployment schedule of sites in
5 Washington. And my understanding is that there are 23
6 at this point, and this is going to be a rolling number.
7 As we go into more and more sites, then they will be
8 increased in different states.

9 Q. And who prepares the deployment schedule and
10 selects the sites?

11 A. Qwest has prepared both the -- let me back
12 up. The way that this is worked, and let me get the
13 correct document here, if I may. There's a -- the first
14 step is where Qwest meets with the CLECs and provides a
15 list of the anticipated upcoming DA site builds with the
16 location and dates, and the CLEC then is able to then
17 either add to that list, request others if they choose
18 to, and then that's evaluated based on what the build
19 schedule is and where we're going to be actually
20 building. And the CLEC at that point is given the
21 option to go into this joint build process with Qwest,
22 and that's where we go ahead and build that particular
23 location at that location.

24 Q. Did Qwest receive input from its data side
25 prior to developing this deployment schedule?

02216

1 A. It may have, because it's going to be a joint
2 build between retail and wholesale.

3 Q. Do you know how many -- do you have any
4 information that indicates how many customer premises
5 are served by, on average, by these first 23 FDIs?

6 A. No, I don't, but it's my understanding that
7 at that February 2nd meeting, CD's were provided that
8 gave, and I think there's also a web site that also
9 provides us data, that the CLEC then could look at that,
10 where that distribution area interface is and then
11 identify where it was going to be. So they could then
12 at that point look to see, do I want to be in this one
13 or do I want to be in that one, which is a very similar
14 process to when we were doing the builds for line
15 sharing. That was also done on a, you know, CLEC
16 selecting, you know, where they wanted to be.

17 Q. Do you know about how many FDIs Qwest has in
18 Washington?

19 A. I don't.

20 Q. Does this 23, initial 23, represent a large
21 percentage or a fairly small percentage of Qwest's FDIs?

22 A. I don't know, because I don't know how many
23 there are.

24 Q. Well, let's just look on a central office
25 basis. Is there a range of numbers that you know of as

02217

1 far as how many FDI's a typical central office has?

2 A. No, I don't have that knowledge.

3 Q. Do you know how, now we talked earlier and
4 maybe you weren't here for Mr. Buckley's testimony, but
5 he indicated that remote terminals will typically
6 support one or perhaps more than one FDI's.

7 A. That's likely, I'm not knowledgeable in that
8 area.

9 Q. How physically, the DA Hotel, what's it going
10 to consist of? Is this going to be a building or a box
11 or what?

12 A. I believe it's going to be a building. As I
13 said, in the meeting that was held on February 2nd with
14 the CLECs, there was a document that was provided that
15 kind of gave -- and this isn't going to help the record
16 any, and I don't know if you want to submit this or
17 anything. But it did provide a kind of like a
18 schematic, a drawing of how that building will look.
19 I'm assuming it's a separate building. We always called
20 it the tough shed approach, and I was going to buy
21 stock, but I don't think I'm going to. But it's a
22 separate building next to the feeder distribution
23 interface, and that's where these are housed. It's a --
24 it's built to accommodate the CLECs' and Qwest's
25 interest at the time of the building, at the time that

02218

1 the direct planning process began.

2 Q. Now earlier Mr. Buckley described an FDI as
3 the box in your front yard in your neighborhood, and I
4 don't know if you were here for that.

5 A. Right, he said it was that green box.

6 Q. Yes, that green box. So the proposal now is
7 that next to each one of these green boxes, if that
8 neighborhood is to have DSL service, that a building
9 will be added next to it?

10 A. I'm not sure if it's going to be added in
11 front of every one of them, and I don't know the network
12 well enough to know whether that green box is in my back
13 yard, frankly I haven't looked, or where it is. I'm,
14 you know, I can speculate as to where they're located
15 and what it will look like, but I don't have that
16 knowledge, because I don't know the specific central
17 offices.

18 Q. Now Qwest I gather has determined that this
19 is, for it anyway, a feasible way to provide DSL
20 services over fiberfed loops?

21 A. We feel it's a feasible way for both Qwest
22 and the CLECs to provide DSL over fiberfed loops.

23 Q. So the answer is yes?

24 A. Yes.

25 Q. And there are other ways, I assume, to

02219

1 provide DSL over fiberfed loops?
2 A. I don't know.
3 Q. Do you know if it would be feasible to locate
4 the DA Hotel, looking for your name, the DA Hotel at the
5 remote terminal, for example?
6 A. Well, I don't know if the feeder distribution
7 interface location and the remote terminal are
8 synonymous. If that's the case, I really need for
9 Mr. Hubbard to answer that question.
10 Q. Okay, we will defer that. Are you familiar
11 with the term digital loop carrier?
12 A. Somewhat.
13 Q. And fiber is one way to provide digital loop
14 carrier?
15 A. Correct.
16 Q. Are you familiar with the term next
17 generation or NGDLC?
18 A. I haven't -- I think I have heard the term.
19 I don't believe that I have done any investigation into
20 it.
21 Q. Would that be something we should defer to
22 Mr. Hubbard?
23 A. I don't know whether he has either, but you
24 could ask him.
25 Q. In what connection have you heard the term?

02220

1 A. Only in that -- frankly, I think only from
2 the current hearing, because I did remember hearing next
3 generation remote terminal from after the line sharing
4 order when the FCC was starting to take some comments
5 from CLECs and ILECs alike to see what was the next
6 thing that needed to be done. And I believe that term
7 was next generation remote terminal. It wasn't next
8 generation DLC.

9 Q. Let's come back to the DA Hotel concept then,
10 since that's what you're most familiar with. The DA
11 Hotel then would require the CLEC in order to provide
12 line sharing to these fiberfed customers to, I assume
13 they would have to purchase collo, collocation space in
14 the building?

15 A. Right, it would be a remote collocation.

16 Q. And I assume that it's Qwest's position that
17 the CLECs in order to provide DSL service would have to
18 provide their own DSLAM in the DA Hotel?

19 A. Yes.

20 Q. What about power?

21 A. I don't know how power is being handled. I'm
22 sure that there is -- if I look here, because the -- one
23 of the things that was discussed here were some of the
24 rate elements, and I do believe power was one of them,
25 but I'm not sure what that rate would be or how that

02221

1 would be billed. Because frankly, the -- well, the
2 product is fairly far down its path, because May 3rd,
3 which is when we were hoping to deploy, is only a little
4 over a month away, we are still in the process of
5 developing the costs that go along with it.

6 Q. When did Qwest begin to develop the product?

7 A. Oh, I'm sure it was late last fall, and let
8 me -- let me take a look at something, because I know
9 there were some E-mails that were mailed out. Yes,
10 actually, there was an E-mail that was mailed out on
11 August 24th of 2000 that went to all the CLECs. And, in
12 fact, from Covad, it was Larry Gindelsberger that
13 responded and said:

14 Please include me in all planning for
15 remote terminal access. I am the senior
16 project manager for Covad.

17 So at that point, many of the CLECs,
18 including Covad, were involved in this, and at least in
19 the discussion phase. And then when it became more and
20 more concrete, there were other meetings that were held,
21 and the same participants were invited both through that
22 CICMP process that we discussed earlier as well as the
23 account management process of notification.

24 Q. Have you had discussions with Covad about the
25 project?

02222

1 A. I personally have not, but I do know that
2 this documentation has all been provided to Covad, and I
3 know that the two product managers that deal with this
4 have had discussions with Larry.

5 Q. And do you know what Covad's position is on
6 this proposed architecture?

7 A. I wouldn't know that.

8 Q. Getting back to the -- we left off with the
9 power question. I guess as I understand it then, in
10 order to have a competition from all the data LECs
11 operating in the state at any given FDI, each and every
12 one of the data LECs would have to collocate a full
13 DSLAM in the DA Hotel; is that correct?

14 A. I don't know what sizes DSLAMs come in, so I
15 don't know if they come in different sizes, so that's
16 something I don't know. But they would have to
17 collocate a DSLAM, and I don't know if they come in like
18 different sized lots or not.

19 Q. And they would have to acquire power for the
20 DSLAM; is that correct?

21 A. Yes, but my understanding from everything I
22 have heard is that DSLAMs are very low wattage power,
23 they're a pass through. That's the terminology I have
24 heard.

25 Q. Do you have any knowledge as to whether or

02223

1 not Qwest provides emergency or backup power at DA
2 Hotels or is planning to?

3 A. I don't know whether we're planning to. I
4 can't -- that's something I think I would like to defer
5 to Mr. Hubbard, because that really deals with how the
6 network environment then manages those kinds of things.
7 But I want to just continue to reiterate that we have
8 equipment in the DA Hotel as well.

9 Q. So in the DA Hotel scenario, there are --
10 there would also be a splitter, I presume, to split
11 between the voice and the data?

12 A. If there was the need to split that.

13 Q. Well, if you were going to line share, if
14 Covad, for example, were going to line share for the
15 copper portion of the loop from the DA Hotel to the
16 customer premise, there would need to be a splitter?

17 A. True, but if Covad were only going to take
18 the entire loop and do it for other types of DSL
19 services, there would be no need to have a splitter
20 there.

21 Q. So only for line sharing would that be
22 needed?

23 A. Right, any time you split the voice and the
24 data portion.

25 Q. And I assume Qwest does intend to allow line

02224

1 sharing on the distribution portion of the loop to the
2 customer premises?

3 A. That's my understanding.

4 Q. Okay. Well, what about the portion of the
5 loop from the DA Hotel which is adjacent to the FDI back
6 to the central office?

7 A. Which portion, the voice or the data?

8 Q. Any portion, how will Covad be able to
9 effectively line share between the DA Hotel and the
10 central office?

11 A. I'm going to assume that what you're saying
12 is how do they then take their data from the DA Hotel to
13 the central office where their DSLAM is likely located.

14 Q. I will let you answer that question first.

15 A. Because I'm trying to understand what it is
16 you're asking me, and I'm having some trouble figuring
17 that out.

18 Q. Okay.

19 A. So is that the question that you have asked
20 me?

21 Q. Let's break it up.

22 A. Okay.

23 Q. I pose that question.

24 A. Okay. At that point, then Covad could then
25 purchase a DS1 that would then, a separate DS1, that

02225

1 could then take their -- the data back to the central
2 office into their collocation area.

3 Q. Okay. And a DS1 is a high capacity circuit?

4 A. I think, yes.

5 Q. And I assume that, again under this DA Hotel
6 scenario, that would be a dedicated circuit dedicated to
7 Covad's use?

8 A. I would think so, yes.

9 Q. And if traffic were low on that circuit, it
10 would be, well, Covad would have the whole thing whether
11 it used it up or not; is that correct?

12 A. Well, I -- that's true, but I think we have
13 to look at it from a practical perspective. I seriously
14 doubt that a CLEC is going to go out and do the expense
15 of remotely locating, putting equipment into a DA Hotel,
16 if they're not going to serve a large number of
17 customers. It just doesn't make sense. I mean does it?

18 Q. What do you mean by a large number of
19 customers?

20 A. However many they choose to do. I mean
21 what's large to one CLEC may not be large to another. I
22 can't superimpose that. But it just seems to me that it
23 would have to be cost effective for Covad before they
24 would make that decision.

25 Q. Is that Qwest's assumption in its decision as

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1 to where to locate DA Hotels and put its own DSLAMs in?

2 A. I would assume that it's in order that --

3 that when Qwest -- I don't know what Qwest --

4 Q. Let me withdraw that.

5 A. Yeah, I don't know.

6 Q. In other words, you would agree that in order

7 for this architecture to be cost effective, you would

8 have to have a large number of customers, whatever large

9 means?

10 A. Right.

11 Q. Okay.

12 A. That are now available for providing DSL

13 services to.

14 Q. Getting back to the portion between the DA

15 Hotel and the central office, if a T1 didn't provide

16 sufficient capacity for Covad traffic, then Covad would

17 have to add dedicated circuits in I assume at least DS1

18 increments?

19 A. I'm not sure what the increments are for

20 ordering of additional circuitry, circuits would be.

21 But if they have reached capacity on what they currently

22 have and they have additional customers, then they would

23 probably have to add more capacity.

24 Q. And each addition of capacity would be

25 dedicated capacity to Covad?

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1 A. That's my understanding.

2 Q. All right. With that understanding then, in
3 your view, is it really -- is Covad really line sharing
4 on the feeder portion of the loop?

5 A. Line sharing is when two LECs, a data LEC and
6 an ILEC, provide two services to an end user. So I
7 guess in answer to that question, as long as Covad is
8 able to provide the data services at the same time that
9 Qwest is providing the voice services to the end user
10 customer regardless of how its done, it's line sharing.

11 Q. Well, can you think of any sense in which
12 Covad's purchase of dedicated circuits D1 or more, DSLs,
13 is a shared service? Can you tell us how that would be
14 considered a shared service in any sense?

15 A. I don't know that.

16 Q. Do you know what a capacity of a DSLAM is in
17 terms of end users that can be served?

18 A. No, I don't.

19 Q. This is a similar question to one you already
20 couldn't answer, but a little different, but feel free
21 again to defer it to Mr. Hubbard. Do you know if Qwest
22 intends to provide any DSL service over next generation
23 digital loop carrier?

24 A. I don't know that.

25 Q. Do you know what Qwest's position is in

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1 Washington on providing unbundled access to packet
2 switch service or packet switching?

3 A. Yes, the FCC has been --

4 Q. I wasn't asking the FCC. We can read the FCC
5 order. I'm asking Qwest's position.

6 A. Our position is the same as FCC's, which is
7 that unbundled packet switching is required only in
8 limited circumstances. Number one, where the loop is
9 provided under DLC and there is no copper alternative,
10 that the ILEC or Qwest has remotely located our data
11 equipment out at the remote terminal type of location,
12 and that we have not allowed the CLEC to do the same.
13 Then in that instance, unbundled packet switching is a
14 requirement.

15 Q. Are you familiar with Covad's sometimes
16 called plug and play proposal?

17 A. I'm not.

18 Q. Maybe if I define it a little better for you.
19 This is a proposal for Covad to be able to provide a
20 line card to Qwest to be plugged into Qwest's DSLAM at
21 the remote, I guess the DA Hotel.

22 MS. ANDERL: Your Honor, I object, I don't
23 believe that the proposal is in testimony or evidence in
24 this proceeding, and so I don't believe that it's fair
25 to ask this witness to respond to it.

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1 MR. HARLOW: It doesn't need to be, I don't
2 think, for the witness to respond if the witness knows.

3 MS. ANDERL: Well, she has already stated
4 that she's not familiar with it.

5 MR. HARLOW: Well, I defined it in a way that
6 she may be familiar with it.

7 JUDGE BERG: Are you posing a hypothetical?

8 MR. HARLOW: No, I'm simply trying to find
9 out if the witness has any knowledge to pursue a line of
10 questioning which is related to different ways that it
11 would be technically feasible to have line sharing over
12 digital loop carrier.

13 (Discussion on the Bench.)

14 JUDGE BERG: The line of questioning and
15 objection raises a number of concerns for the Commission
16 and requires some further discussion. We will take the
17 objection under advisement, and we will adjourn the
18 hearings for the day, and we will resume with Ms. Brohl
19 first thing in the morning.

20 MR. HARLOW: Your Honor, if it helps at all,
21 it wasn't that long of a line of questioning. I
22 basically wanted to if she knew anything about it
23 establish that Qwest was refusing to grant Covad's
24 request for that kind of collocation.

25 MS. ANDERL: Your Honor, I object to

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1 Mr. Harlow's representation in the record. It's a
2 substantive representation, he's testifying.

3 MR. HARLOW: Let's call it an offer of proof.

4 JUDGE BERG: I accept it as an offer of
5 proof, and if we're going to go there, we will go there
6 in the morning. All right.

7 MS. ANDERL: Normal start time, Your Honor?

8 JUDGE BERG: Yes, we will start at -- the
9 Commissioners will join us on the Bench at 9:30, but I
10 would like to have counsel settling in around 9:00, and
11 I will be here shortly thereafter to deal with any
12 administrative matters.

13 Anything that the parties feel needs to be
14 addressed on the record before we adjourn?

15 All right, then, Ms. Brohl, please come back
16 tomorrow morning to complete your testimony.

17 Today's hearing is adjourned.

18 (Hearing adjourned at 5:15 p.m.)

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