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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 XX
6 Transport and Termination.) Pages 2231 to 2402
7 _____)

8 A hearing in the above matter was held on
9 March 29, 2001, at 9:30 a.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.
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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, and by JOHN M. DEVANEY, Attorney at
26 Law, Perkins Coie, LLP, 607 Fourteenth Street Northwest,
27 Washington, D.C. 20005-2011.

28 VERIZON NORTHWEST, INC., by JENNIFER L.
29 MCCLELLAN and MEREDITH B. MILES, Attorneys at Law,
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31 Virginia 23219.

32 Joan E. Kinn, CCR, RPR
33 Court Reporter

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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
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9 at Law, 707 - 17th Street, Suite 3600, Denver, Colorado
10 80202.

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P R O C E E D I N G S

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JUDGE BERG: This is a continued hearing in
3 Docket Number UT-003013. Today's date is March 29,
4 2001, and we are prepared to resume cross-examination of
5 Ms. Barbara Brohl. Just to set the stage where we were
6 at the conclusion of yesterday's hearing, and I will,
7 counsel, please correct me if I misstate this in any
8 way, Ms. Brohl had answered some questions with regards
9 to Exhibit 1097 regarding a subject of the DA Hotel.

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Mr. Harlow, as I recall, you had asked the
witness whether she had familiarity with a technology
referred to as plug and play. She responded she did
not. You were pursuing a more functional description of
what you meant as plug and play to see whether she, in
fact, recognized the functional description, at which
time Qwest objected to the line of questioning. Is that
a proper characterization?

MR. HARLOW: Yes, Your Honor.

JUDGE BERG: Mr. Harlow, would you restate
for the Bench your response to the objection?

MR. HARLOW: I don't know if I can restate it
the same way as I did yesterday. That was a long time
ago. But just to maybe back up a little bit and put it
in context, and I realize that the record does not have
a lot of direct evidence on the issue of DSL over

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1 digital loop carrier, and that's due to a number of
2 factors. Qwest, of course, filed in August indicating
3 the element hadn't been defined, and therefore they
4 hadn't costed it. We filed our testimony in October and
5 then again in December indicating that as well that
6 there would -- there were still things to be developed,
7 but Dr. Cabe recommended that the element should be made
8 available before Qwest would offer its retail megabyte,
9 now Qwest DSL service. And subsequent to all of that
10 then on January 19th, the FCC issued an order clarifying
11 ILECs' obligations to offer DSL over digital loop
12 carrier.

13 And then in January, a presentation was made.
14 I've got it here on the computer. I was going to see if
15 we can get a record requisition for that, for this
16 record. Qwest outlined its proposed architecture. And
17 then in February, Qwest announced the retail offering,
18 which is Exhibit 1097. So -- and, of course, the
19 Commission directed prior to August that the issue of
20 line sharing over digital loop carrier be addressed in
21 this docket, and so events have somewhat overtaken us.

22 And if the witness -- this may be the wrong
23 witness to have asked this question in any event, and we
24 can, if the witness is allowed to answer and indicates a
25 lack of knowledge, I think perhaps Mr. Hubbard would be

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1 the best one to take it up. Since I pursued this
2 questioning yesterday afternoon, I learned in
3 discussions with Covad that Mr. Hubbard was indeed
4 present during the Arizona 271 workshops where this was
5 discussed at considerable length, and so Mr. Hubbard may
6 be the best place to take this up.

7 But if, you know, I think we have the
8 witnesses here who have the knowledge, I think we can
9 develop a record. Whether we can develop a sufficient
10 record for the Commission to adopt a final solution is I
11 think questionable. We will have to wait and see, of
12 course, but I think we can develop a record to begin
13 moving in a proper direction to allow CLECs a meaningful
14 opportunity to line share over digital loop carrier, and
15 that's where we're going. I think we're probably 90%
16 there from the cross we have already done, and I think
17 we will finish up the last 10% probably with
18 Mr. Hubbard.

19 JUDGE BERG: Let me indicate to the parties
20 that one of the reasons why we needed to recess and take
21 this under advisement was to review some of the history
22 of this docket ourselves. And one of the issues was the
23 fact that this is essentially a costing and pricing
24 docket.

25 However, in the wake of the FCC order

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1 regarding line sharing/line splitting, we did set up a
2 schedule where parties were requested to provide
3 descriptions of the line splitting product, because we
4 understood that to be a preliminary step to assigning
5 rate analysts and then developing cost studies that were
6 relevant to this subject matter area. As such, this is
7 one area in particular where it's important for the
8 Commission and to the record in this proceeding that
9 there be some development of a more product description
10 or terms and conditions apart from just the nuts and
11 bolts of costing and pricing.

12 I think the Commission's position is that the
13 definition of the product should not be made solely on
14 the basis of the efforts of incumbent carriers, but that
15 the Commission is also receptive to testimony and
16 evidence developed by other parties as to what the
17 product definition should be. And on that basis, we
18 will allow this line of questioning to continue, and the
19 objection is overruled.

20 MR. HARLOW: Thank you, Your Honor.

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

23 BY MR. HARLOW:

24 Q. Ms. Brohl, do you need the question repeated
25 or restated after all of that?

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1 A. Yes, please.

2 Q. Now you remember the initial question, as the
3 Judge indicated this morning, was about plug and play,
4 and you indicated you didn't know what that was. Are
5 you familiar with the CLECs', specifically Covad if you
6 wish, request to collocate a line card compatible with
7 Qwest's DSLAM equipment at Qwest's DA Hotels, in other
8 words, they can just supply a line card rather than an
9 entire DSLAM unit at these DA Hotels?

10 A. No, I am not.

11 Q. Okay, thank you. I just want to clarify a
12 couple of things. First of all, you were looking at
13 some -- a notebook with some notes in it and some
14 announcements to CLECs, and I'm wondering if you have
15 seen or if you have in front of you perhaps even a power
16 point presentation of I think approximately 30 slides
17 prepared or presented on about January 19th of this year
18 by a product manager Benjamin Campbell and process
19 manager Steven Nelson?

20 A. I believe I have that.

21 Q. And I just want to direct your attention to
22 slide 12, and that slide provides -- these are basically
23 Qwest's announced terms and conditions of the DA Hotel
24 offering?

25 A. And to make sure that we have the same slide

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1 12, it's the one that starts with, the CLEC will have
2 unescorted 24 by 7 access to the remote cabinet?

3 Q. Yes.

4 A. Yes.

5 CHAIRWOMAN SHOWALTER: I'm sorry, what
6 exhibit are we on?

7 MR. HARLOW: It's not an exhibit yet, Your
8 Honor. I'm going to ask one question about this, and
9 then I'm actually going to make a record requisition for
10 it.

11 BY MR. HARLOW:

12 Q. But in any event, the answer is yes, these
13 are -- this is Qwest's proposal, this isn't something
14 that has been agreed to with the CLECs at this point?

15 A. Correct.

16 Q. And the last bullet on that slide states
17 that:

18 Qwest will only build space for the CLEC
19 during the Qwest build if the CLEC
20 participates in the joint planning
21 process.

22 Is that correct?

23 A. That's what that says, yes.

24 Q. And so basically what that means is since
25 this process is ongoing and Qwest is now planning these

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1 DA Hotels at the FDIs, CLECs have to commit now to this
2 collo space, or there won't be enough space built for
3 them?

4 A. Actually, there is being built additional
5 space in there, and there are two processes. One of
6 them, and I kind of mentioned this yesterday, one is a
7 joint planning process, and the other is an existing
8 space process. And because many of the CLECs have not
9 indicated at this time with this initial build that they
10 want this, if they don't get in the process at the
11 beginning of this, when they decide that they do want
12 to, we will go into what's called the existing space
13 process. And at that time, space will be evaluated and
14 determined whether there is space, and if there is, a
15 CLEC can get in at that particular time.

16 Q. There's no assurance that Qwest will build
17 sufficient space unless they participate now?

18 A. I don't know how Qwest could know what is
19 sufficient space if the CLEC doesn't tell them.

20 Q. Are you aware of any CLEC that has indicated
21 an interest or has indicated they will participate in
22 this process?

23 A. I am aware of that. I'm not sure that's
24 something I can divulge at this setting, however. That
25 is proprietary as to the name of the CLEC.

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1 Q. Can you tell me if Covad has indicated that
2 it will participate in this process?

3 A. That's not the name that I was given.

4 Q. Okay.

5 MR. HARLOW: Your Honor, we would like to
6 make a record requisition for this power point slide
7 show in a printed format, and I believe it has been
8 identified sufficiently for the record.

9 MS. ANDERL: Your Honor, if I might respond
10 to that request. I don't believe it's appropriate for
11 Mr. Harlow to ask a record requisition of a document he
12 already has. I also question if he's going to make an
13 exhibit and has had it for -- if it represents a
14 presentation that was, in fact, done on January 19th,
15 why it wasn't identified as a potential
16 cross-examination exhibit last week.

17 MR. HARLOW: Well, I only learned of it this
18 morning, which is why I didn't do it last week. And I
19 don't have a hard copy of it, that's why I'm reading off
20 of the computer. And I think if we printed it off of
21 Mr. Zulevic's computer, we would have authentication
22 difficulties. That's why I phrased it as a record
23 requisition.

24 MS. ANDERL: I believe that I would simply
25 ask that if Mr. Harlow intends to offer it as an

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1 exhibit, provide the requisite number of copies, and we
2 will take care of the authentication issue if there is
3 one.

4 MR. HARLOW: If Ms. Brohl would provide me
5 with her copy to take to Kinko's at the lunch hour, I
6 would be happy to do the copying, but I want to avoid
7 authentication problems by working off of her copy, if
8 we could, if that's acceptable to counsel.

9 CHAIRWOMAN SHOWALTER: It's unclear to me at
10 this point, are you objecting to it at this point or
11 just saying if you get sufficient copies that will be
12 all right?

13 MS. ANDERL: Well, I guess it's the same
14 objection, and that's why I hesitate to make it, clearly
15 because I think it's the same objection that was just
16 overruled, which is Mr. Harlow's attempt to establish
17 Covad's evidence and case through our witness is I think
18 highly inappropriate after he had an opportunity to
19 present direct testimony and failed to do so. But as I
20 said, I believe that's already been ruled on, so --

21 CHAIRWOMAN SHOWALTER: Well, no, it hasn't
22 been ruled on in my view.

23 MS. ANDERL: Oh, okay, when the Judge allowed
24 Mr. Harlow to continue the questioning with Ms. Brohl, I
25 understood that that was going to be permitted.

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1 CHAIRWOMAN SHOWALTER: One question that was
2 not actually answered in that instance by Mr. Harlow is
3 why that question was within the scope of this witness's
4 testimony. I had understood Mr. Harlow was possibly
5 conceding that this wasn't the right witness, maybe that
6 this issue would come up at another point in time, but
7 we didn't get that far for a ruling.

8 MR. HARLOW: I think we have moved on to a
9 new issue.

10 CHAIRWOMAN SHOWALTER: Right.

11 MR. HARLOW: The last issue was Covad's plug
12 and play proposal. The new issue is Qwest's DA Hotel
13 proposal, and this witness is quite knowledgeable about
14 it. Indeed she is referring to this document in giving
15 her testimony. I think that's exactly the kind of
16 document that should come into evidence if the
17 questioner so desired.

18 CHAIRWOMAN SHOWALTER: So the question is,
19 Ms. Anderl, isn't it, that this witness is giving
20 testimony that relates to this subject, right, and but
21 is she giving testimony that you thought never should be
22 given in the first place?

23 MS. ANDERL: That's exactly it, Your Honor.

24 CHAIRWOMAN SHOWALTER: Okay, and that --

25 MS. ANDERL: Because we don't know what

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1 Covad's proposal is, and Covad has had Qwest's proposal
2 on a business to business basis for some time, we don't
3 have any reaction from them on the record. I think
4 that, you know, Ms. Brohl is being asked to respond to a
5 scenario that's been sketched out only through
6 Mr. Harlow's questions, and I believe it is more
7 appropriate procedurally and substantively, if a witness
8 is being asked to respond in that manner, to have her be
9 responding to a position that's been filed by Covad in
10 testimony. I mean that's one of the reasons, in my
11 view, that we pre-file things, so that the record can be
12 developed in an orderly and coherent manner with
13 everyone having a clear understanding of what parties'
14 positions are on various issues.

15 MR. HARLOW: We're not asking for Covad's
16 proposal. This is Qwest's proposal, Qwest's document,
17 Qwest knows about it. I don't have any more questions
18 about it. It gives a lot more information to the
19 Commission about Qwest's DA Hotel proposal. I think it
20 would be helpful, and there's very little burdon. We're
21 offering to do the copying.

22 MS. ANDERL: We're happy to provide
23 Mr. Harlow a copy of the exhibit from a physical
24 standpoint once we get past the procedural and
25 substantive issues. I don't have a problem with letting

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1 him make a copy of it. The question that I had and
2 continue to have is whether this entire line of cross is
3 appropriate.

4 CHAIRWOMAN SHOWALTER: I'm having a hard time
5 I guess following what the scope of this witness's
6 testimony is, and that's why I'm having a hard time
7 listening to your objection and your response. And this
8 may be my problem of not being familiar enough with the
9 technical aspects, but can you just state again the
10 nature of your objection and whether it is that this
11 line of questioning is beyond this witness's direct
12 testimony or that it's not part of this proceeding. I
13 just -- I don't really understand the nature of your
14 objection.

15 MS. ANDERL: Okay.

16 CHAIRWOMAN SHOWALTER: So that's why it's
17 hard for me to think through the response.

18 MS. ANDERL: Right, and if I could take maybe
19 a couple of extra minutes and just kind of back up.
20 When we were ordered to include the issue of DSL over
21 fibered loops back in the summer, parties' positions or
22 at least Qwest's position was perhaps not very well
23 developed on it from either a terms and conditions or a
24 costing and pricing standpoint, and therefore we kind of
25 indicated that in our testimony but didn't go any

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1 further.

2 My understanding was that the August 4th
3 testimony deadline for this Part B, which was the direct
4 testimony, was not limited to testimony to be filed by
5 the incumbents, but rather that any party who had a
6 proposal on direct for appropriate cost and prices could
7 have filed direct testimony at that time, and I believe
8 that at least AT&T through Mr. Gillan did.

9 So that said, we then went on to the
10 responsive testimony from Covad and others. Covad did
11 sponsor the testimony of Dr. Cabe. Dr. Cabe said, well,
12 gee, we think you ought to require the ILEC to provide
13 line sharing over fiberfed loops, and you should require
14 them to not offer it to their retail customers until
15 they offer a wholesale product on an equivalent basis,
16 and again, kind of no costs and prices and no proposal
17 for what the terms and conditions should be.

18 And now Ms. Brohl is here responding to line
19 splitting questions. She's responding to -- which is
20 just the line splitting over UNE-P, and her testimony
21 has been expanded to some small degree to include this
22 sub-issue of line sharing over fiberfed loops.
23 Mr. Harlow offered cross-examination Exhibit 1097, and I
24 did not object to that. It was a fairly recent
25 announcement by Qwest that it was going to be offering

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1 line sharing over fiberfed loops. And it was my
2 understanding that Mr. Harlow simply wished to establish
3 whether or not Qwest would agree to do that, and he did
4 through Ms. Brohl, and also the timing on it, which as
5 Ms. Brohl's earlier testimony was yesterday, that it
6 would -- the wholesale product offering and the retail
7 product offering would be coincident in terms of timing.

8 CHAIRWOMAN SHOWALTER: Repeat what you said
9 about coincidence and the timing.

10 MS. ANDERL: Oh, the offering of the Qwest
11 DSL retail product over fiberfed loops or digital loop
12 carrier loops would be coincident with the offering of
13 the wholesale line sharing product.

14 CHAIRWOMAN SHOWALTER: And we heard that
15 testimony yesterday afternoon?

16 MS. ANDERL: Yes, in other words, we would
17 not roll it out to our retail customers before we roll
18 it out to our wholesale customers. And I was all
19 comfortable with that line of questioning, and it was at
20 that point that Mr. Harlow began to explore things that
21 I felt were both outside the scope of her direct
22 testimony and the docket, which is offering --
23 attempting to cross-examine her on what he said was
24 Covad's plug and play proposal, which is nowhere in
25 evidence, and then attempting to further develop the

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1 record on the details of the DA Hotel, which is also
2 nowhere on the record.

3 That could have been something Qwest proposed
4 on the record, except that we haven't -- didn't develop
5 it until the January, February time frame, and we were
6 largely past the filing of direct testimony and evidence
7 at that time, so it just didn't get into this docket.

8 So that's really kind of the nature of my
9 objection, that and the fact that I really do think the
10 SGAT proceeding, as Mr. Harlow indicated Mr. Zulevic's
11 extensive involvement in the SGAT in Arizona, he is
12 aware the terms and conditions are better developed, and
13 then we can deal with how to cost and price the product
14 after the terms and conditions are developed. It's kind
15 of hard and messy and time consuming to try to do them
16 both at the same time.

17 CHAIRWOMAN SHOWALTER: So you're saying that
18 we're getting beyond what this proceeding is supposed to
19 be about, which is pricing, and too far over into new
20 terms and conditions?

21 MS. ANDERL: Yes, Your Honor.

22 CHAIRWOMAN SHOWALTER: And, Mr. Harlow, why
23 is this line of questioning or this subject legitimately
24 part of this proceeding?

25 MR. HARLOW: Good question, Madam Chairwoman.

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1 And again, bear in mind that the document that we're
2 seeking a record requisition and will ultimately move to
3 admit was also prepared after all of the testimony.
4 It's dated January 19th of this year. It simply lays
5 out in complete detail the DA Hotel proposal.

6 Why is that relevant to this proceeding?

7 Well, Dr. Cabe, of course, pre-filed testimony for Covad
8 recommending that the ILECs not be permitted to offer
9 DSL over fiberfed DLC until the elements are in place.
10 Well, the elements that need to be in place need to be
11 elements that comply with the Act and with the FCC's
12 orders and rules and unbundle the elements that meet the
13 necessary and a pair or a new pair standard.

14 And we're struggling somewhat with a moving
15 target. If we had an ideal world, we would just stop
16 everything and we would pre-file our testimony, but
17 events have overtaken us. Qwest has announced that it's
18 going to be providing retail DSL over fiberfed loops,
19 and it has unilaterally adopted an architecture which
20 requires that the DLECs such as Covad expand
21 dramatically their collocation. Now instead of locating
22 at every central office, the DLECs will have to
23 collocate at every central office and at every FDI where
24 Qwest builds one of these DA Hotels.

25 And yes, there's an overlap with 271, we're

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1 going to have to talk, I think in that docket we
2 certainly will talk in the next workshop about whether
3 that complies. But in the meantime, Qwest has already
4 moved forward with what we asked the Commission to hold
5 them back on until the elements, compliant elements,
6 were in place, which is the retail service.

7 So in response to that, Mr. Klick's adoption
8 testimony states, recognizes that the initial
9 recommendation filed in the last year is moot and says:

10 This Commission should instead require
11 ILECs to permit CLECs to line share over
12 fiberfed DLC loops at the UNE rates
13 established for line sharing in the 13th
14 Supplemental Order in this docket.

15 And unless Qwest is willing to agree to that,
16 which I doubt very much they will, then we need to
17 establish that there are ways in which the Commission
18 could have conceivably ordered this at least on an
19 interim basis until the details of the architecture are
20 worked out, perhaps in 271. Otherwise, Covad is as a
21 practical matter not going to be able to serve the same
22 geographic reach of customers. In other words, Covad
23 won't be able to serve the digital loop carrier serve
24 customers until after 271.

25 And so it goes directly to our request on at

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1 least an interim basis, if not a permanent basis, to
2 cost and price line sharing over digital loop carrier
3 based on an architecture, which is the plug and play
4 architecture, which we will get into some more I hope.

5 CHAIRWOMAN SHOWALTER: Now is the fact that
6 this witness testified yesterday that this will not be
7 implemented on the retail side until something is also
8 available on the wholesale side a reason to delay or not
9 address this question here?

10 MR. HARLOW: No, because Covad is simply not
11 going to be able to collocate DSLAMs in the way Qwest
12 suggests Covad must. It's just simply economically
13 totally not feasible.

14 CHAIRWOMAN SHOWALTER: And are we being
15 asked, or I guess I will direct this to Ms. Anderl, but
16 if we get into this area, what is unclear to me is how
17 this is overlapping with 271 or SGAT issues, and what I
18 want to try to understand is to what extent are we
19 pursuing -- are we being asked to pursue something in
20 this proceeding that is also the subject of other
21 proceedings, which has a broader array of parties, I
22 believe? Can you answer, address that question?

23 MS. ANDERL: Yes, Your Honor. In fact, I did
24 want to respond to Mr. Harlow's suggestion that Qwest
25 can unilaterally dictate anything in the context of the

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1 271 proceedings that are going on. They're extremely
2 collaborative efforts, and they're very, very detailed.
3 I mean we have weeks and weeks of workshops in multiple
4 jurisdictions where the results of one jurisdiction
5 carry forward to the other jurisdictions.

6 And the Arizona emerging services workshop,
7 which is I think where, and/or subloops, where they were
8 talking about this issue over the recent past is going
9 to be the issue that we address in workshop number 4
10 here in July. Connected with that is the issue of
11 collocation at a remote terminal, and we just got done
12 briefing to the administrative law judge last month or
13 the month before that the parties' various positions on
14 collocation issues.

15 And so I think you're looking at an enormous
16 overlap here with issues that are being more thoroughly
17 developed in other dockets where Qwest witnesses who
18 understand Qwest's proposal and have laid out Qwest's
19 proposed terms and conditions and are being responded to
20 by Covad witnesses such as Mr. Zulevic, who also
21 understand what Covad wants from a technical basis, are
22 actively participating. You don't have that in this
23 docket, and it therefore in our view is appropriate to
24 deal with the costing and pricing issues to some extent
25 sequentially after the terms and conditions are better

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1 established.

2 CHAIRWOMAN SHOWALTER: So you're arguing to
3 have a pricing proceeding here that is more limited in
4 its scope than Mr. Harlow. In other words, Mr. Harlow
5 would like to have us address in this proceeding a set
6 or a segment of issues that you say are not ripe yet.

7 MS. ANDERL: Right. And, in fact, Mr. Harlow
8 just referred to Mr. Klick's adoption testimony, which
9 was I think only distributed a day or so ago. Frankly,
10 I didn't look at it yet, because I thought it was just
11 standard adoption testimony, which says, I'm John Klick,
12 and I'm adopting Dr. Cabe's testimony. I wasn't aware
13 that there was a new recommendation in there where they
14 are now as of a couple of days ago asking the Commission
15 to order line sharing over fiber loops on the same terms
16 and conditions and same prices as previously established
17 in the Part A docket. And so again, that's, you know,
18 we can think about that, but we don't have witnesses
19 here who are ready to respond to it, because it's a new
20 -- we have only just learned of the proposal.

21 MR. HARLOW: Your Honor, we did E-mail all
22 the parties at your direction at last week's prehearing
23 conference last Friday with a summary of what was going
24 to be filed on Monday in the adoption testimony, and we
25 are asking for an interim rate. And we will, of course,

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1 participate in the 271 process is invaluable. I don't
2 think there's going to be any more parties
3 participating. I mean North Point is bankrupt. It's
4 basically Covad and Rhythms. Rhythms is sort of here
5 and there in this docket.

6 But the practical problem is workshop 4 is
7 scheduled to take place in July of this year, and an
8 order may issue and be finalized late in 2001. Then
9 we've got the chicken and egg problem in that we may
10 establish an architecture there, but then we won't have
11 the rates in place until another phase of the cost
12 docket. So Covad is basically looking at even if we get
13 everything we want not having the ability to access the
14 elements until sometime in 2002. Well, in the meantime,
15 Qwest has rolled out its DSL service in now May of this
16 year apparently, and all of that pent up demand which
17 Mr. Buckley testified to, gee, I can't -- I'm glad to
18 hear that DSL is going to be available on DLC because I
19 can't wait to get it, all of that pent up demand is
20 going to default to the incumbent, and that's a
21 tremendous competitive advantage.

22 CHAIRWOMAN SHOWALTER: On that point though,
23 I'm having a hard time. I understand your concern if it
24 is rolled out before your access is in place and priced,
25 but I thought we heard the witness say it wouldn't be.

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1 Now, Ms. Anderl, can you help me on that?

2 MS. ANDERL: Well, I think --

3 CHAIRWOMAN SHOWALTER: Did this witness say
4 that the company is not going to roll out the retail
5 program until the wholesale is in place, and are we
6 talking about the same scope of the same issues?

7 MS. ANDERL: I don't think that we actually
8 are, to tell you the truth.

9 CHAIRWOMAN SHOWALTER: Okay.

10 MS. ANDERL: I mean I will give Mr. Harlow an
11 inch here and say that --

12 CHAIRWOMAN SHOWALTER: Watch it, he will take
13 a mile.

14 MS. ANDERL: Precisely my point. I think
15 what we're talking about here is Qwest's commitment to
16 not roll the retail product out, and, Ms. Brohl, correct
17 me if I'm wrong here, because I'm certainly not a
18 product witness, until we have the wholesale terms and
19 conditions and processes available for the DLECs at
20 prices that Qwest proposes, not necessarily ones that
21 are through a cost docket.

22 CHAIRWOMAN SHOWALTER: I see.

23 MS. ANDERL: And if -- I mean obviously Covad
24 feels as though they want to litigate that or have it
25 adjudicated if the terms that we propose to make it

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1 available under are not acceptable, but it will be
2 available to them. And I don't frankly know what the
3 company's current proposal is in terms of true ups or
4 anything else. I don't think we have generally done
5 that, but I think that that's one of the reasons why we
6 are continuing to have the CLEC forums that Ms. Brohl
7 referenced, so that we could be more collaborative with
8 working things out with them, as we did with the line
9 sharing product.

10 CHAIRWOMAN SHOWALTER: And who controls
11 whether these terms and conditions are available? Is
12 that the company, or is that something that has to come
13 before us at a proceeding?

14 MS. ANDERL: The terms and conditions I think
15 will be to a large extent impacted by the 271 process,
16 because we define them for general availability in our
17 statement of generally available terms, or SGAT, and
18 that document is really the negotiation template that
19 we're using in the collaborative workshops. And the
20 parties suggest changes to the terms and conditions
21 defined in that document, so.

22 CHAIRWOMAN SHOWALTER: But are you saying
23 that the company is not going to roll this out until it
24 has put in place, including maybe a document filed in
25 the 271 proceeding, a wholesale program, or that it will

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1 not roll it out until the Commission has approved some
2 wholesale?

3 MS. ANDERL: I believe we're saying the
4 former.

5 CHAIRWOMAN SHOWALTER: Okay, and that's the
6 source of Mr. Harlow's frustration?

7 MR. HARLOW: I wouldn't call it frustration.
8 I would just indicate that -- and we're really getting
9 into our post hearing brief here in a big way.

10 CHAIRWOMAN SHOWALTER: Well, I guess what
11 I'm --

12 MR. HARLOW: We're trying to basically
13 develop the record, and some of this obviously is going
14 to be hotly disputed what Qwest is required to do and
15 what they're not.

16 CHAIRWOMAN SHOWALTER: All right.

17 MR. HARLOW: If we get the architecture we
18 want out of the 271 process, nothing in Qwest's proposed
19 prices here will provide any prices to cover that
20 architecture. We have a proposal in this docket for
21 interim prices to do that.

22 CHAIRWOMAN SHOWALTER: And --

23 MR. HARLOW: And so if there's a chance with
24 our proposal that we may be able to get out there on a
25 competitive, you know, competitive level playing field

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1 with some prices in place at or shortly after the time
2 that Qwest is in the retail market.

3 CHAIRWOMAN SHOWALTER: And is that proposal
4 the one that was just filed on Monday?

5 MR. HARLOW: Yes, Your Honor, that's an
6 interim -- what I would characterize as an interim
7 proposal.

8 CHAIRWOMAN SHOWALTER: All right. I
9 appreciate the extent of discussion. I simply need to
10 get more of a scope of these issues and overlapping
11 issues into my head, and I would like to take a little
12 break to discuss it.

13 JUDGE BERG: All right, we will be off the
14 record, and parties, let's be prepared to get back on
15 the record around 10:25.

16 (Recess taken.)

17 JUDGE BERG: As a foundation, I would refer
18 the parties to the Commission's 7th Supplemental Order
19 served on September 12, 2000. And in that order, there
20 was a supplemental schedule established regarding UNE-P
21 line splitter arrangements. After stating the positions
22 of the parties at Paragraph 16, that order states:

23 Upon further review, the Commission
24 agrees that the parties should minimally
25 define the UNE-P line splitting product

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1 in Part B, but also finds that the
2 parties need additional time to develop
3 cost study materials. Accordingly, the
4 Commission adopts a revised Part B
5 schedule for the submission of evidence
6 defining the UNE-P line splitting
7 product in a Part C hearing schedule for
8 the presentation of relevant cost study
9 materials.

10 Due to the various rescheduling that has
11 occurred in this proceeding, the Part B and Part C
12 hearing schedules referenced have merged into the
13 hearing that we're now conducting.

14 The pending matter is whether the Commission
15 should allow the records requisition made by Covad and
16 objected to by Qwest, and Qwest's objection is
17 overruled, and the records requisition should be made,
18 but some additional comment is appropriate.

19 The Commission wants to make clear that it
20 does not want to preclude objections on a going forward
21 basis relating to the subject matters to properly be
22 addressed in this proceeding, and so this is not a
23 preemptive ruling. The Commission did expect evidence
24 of line splitting and line sharing product descriptions
25 for pricing purposes. Allowing evidence of architecture

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1 is relevant to the ultimate pricing issues. However,
2 that does not mean that every product proposed will be
3 priced in the Commission's final order, but we do need a
4 sufficient record in order to make those determinations.

5 Any questions about the Commission's ruling?

6 MR. HARLOW: No, thank you, Your Honor, we
7 might go off the record for a moment just to discuss
8 procedures.

9 JUDGE BERG: All right, we will be off the
10 record.

11 (Discussion off the record.)

12 JUDGE BERG: The record requisition which the
13 Commission has upheld from Covad shall be designated as
14 Exhibit 1098. The description of the exhibit is a paper
15 copy of the joint planning remote location power point
16 presentation dated January 19, 2001.

17 MS. ANDERL: I believe it's remote
18 collocation.

19 JUDGE BERG: Thank you, remote collocation.

20 You may continue cross-examination,
21 Mr. Harlow.

22 MR. HARLOW: Thank you, Your Honor.

23 BY MR. HARLOW:

24 I just want to clarify one thing about the DA
25 Hotel remote collocation. It would be true, would it

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1 not, that the CLEC under this architecture would not
2 only have to locate a DSLAM at the DA Hotels for the
3 serving areas it desired to provide DSL service, but
4 would still have to have a DSLAM back at that central
5 office that serves that remote location; isn't that
6 correct?

7 A. I'm not sure why it would have a DSLAM in the
8 central office to serve that same remote location. It
9 would appear to me that the DSLAM in the office would
10 serve the entire area that that central office covers.

11 Q. So the purpose of the DSLAM in the central
12 office would -- I would agree with you that it would not
13 be necessary to serve that particular area served by the
14 remote DSLAM, but we would still -- the CLEC would still
15 need one in the central office to serve the copper loops
16 being provisioned out of that central office?

17 A. I believe so.

18 Q. Okay. Let's turn to the line splitting issue
19 just for a minute. Actually, I'm not sure if this is a
20 line splitting issue or a line sharing issue. But the
21 question is, would a -- would line splitting or line
22 sharing be available over a resold line?

23 A. By definition, what line sharing is is when
24 the ILEC has the voice and a data LEC has the data. So
25 in a line sharing situation, resale is not applicable.

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1 In a line splitting scenario, the way it's been defined
2 has been where the voice is being provided via UNE-P,
3 and the data is being -- by a voice CLEC, and the data
4 is being provided by a data CLEC. So in that scenario,
5 resale doesn't fit either of those two criteria.

6 Q. So would it be -- is it Qwest's position then
7 that it does not currently plan to allow line splitting
8 over a resold line?

9 MS. ANDERL: Objection, Your Honor, asked and
10 answered. The witness responded that it's not possible.

11 MR. HARLOW: I didn't understand that to be
12 the witness's testimony. I mean definitionally, she
13 said, definitionally we don't define it that way, but I
14 don't think it was a technical feasibility response that
15 we heard.

16 CHAIRWOMAN SHOWALTER: Well, instead of using
17 the term line sharing or line splitting, why don't you
18 just ask the question in the functional sense. I think
19 that's what you mean, isn't it?

20 MR. HARLOW: I would be happy to withdraw the
21 question and do it that way.

22 BY MR. HARLOW:

23 Q. All right, from a technical perspective, does
24 -- first of all, does reselling from a technical
25 perspective differ from provisioning voice service over

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1 UNE-P?

2 A. From a network provisioning perspective, you
3 would have to address that question to Mr. Hubbard how
4 the network provisions that. I think if you're ask --
5 from a network perspective, I think I would prefer that
6 you ask Mr. Hubbard how they provision those in the
7 central office.

8 Q. Okay, well, just one more follow up then, and
9 again, if you need to defer to Mr. Hubbard, that's fine.
10 But are you aware of any technical reason why it would
11 not be feasible for a resaler CLEC to provide voice
12 service and a data LEC to provide DSL service on a
13 shared basis over the same loops that provide the voice
14 service?

15 A. I personally do not know of any. However, I
16 am not the network technical witness, so there may be
17 some that I am not aware of.

18 Q. All right, we will follow up with
19 Mr. Hubbard.

20 One more hypothetical, Ms. Brohl, and that
21 would be supposing before line sharing was available, a
22 data LEC purchased an entire loop to provide DSL
23 service, and now the end user would -- and the data LEC
24 are interested in having the voice service be added to
25 what's currently a dedicated UNE loop. Would Qwest's

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1 line splitting proposal permit that loop to go -- the
2 voice portion to go back to Qwest on a line splitting
3 basis?

4 A. It's my understanding that that's one of the
5 scenarios being discussed and being evaluated and will
6 probably be one of the scenarios that gets more
7 attention when the two companies or the variety of
8 companies do meet in the forum.

9 Q. So the answer is that's not yet determined
10 one way or the other?

11 A. I think it's possible, and I think it just
12 needs to be addressed.

13 MR. HARLOW: Thank you for your patience with
14 all of these objections and responses, and that's all
15 the questions I have.

16 THE WITNESS: Thank you.

17 JUDGE BERG: Thank you, Mr. Harlow.

18 Ms. Tennyson.

19 MS. TENNYSON: Thank you.

20

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

22 BY MS. TENNYSON:

23 Q. Ms. Brohl, in your supplemental direct
24 testimony and I believe in a couple of places at your
25 testimony, you have stated that Qwest will permit CLECs

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1 to engage in line splitting over UNE-P where the CLEC
2 purchases the entire loop and provides its own splitter;
3 do you recall that?

4 A. Yes.

5 Q. How is Qwest provisioning a splitter for
6 itself today in a line sharing environment?

7 A. How it physically provisions it, I will have
8 to defer that. However, the type of splitter that Qwest
9 has is an integrated DSLAM and splitter. So the DSLAM
10 is actually connect -- in the same piece of equipment as
11 the splitter today. How it's actually provisioned, I
12 think Mr. Hubbard can address that more completely.

13 Q. And I believe in some of your earlier
14 testimony you had said that Qwest doesn't use a
15 splitter, and in that reference, you were referring to a
16 concrete piece of equipment in that sense?

17 A. Correct. Qwest doesn't use a separate stand
18 alone splitter. Its splitter is integrated, it's
19 connected to.

20 Q. Mr. Harlow had asked you a question about the
21 capacity of the DSLAM regarding the number of end users
22 it can serve, and I'm -- I would like to ask a question,
23 it may be the same question, and I recall that you said
24 there may be a variety of numbers. But how many loops
25 is a DSLAM capable of splitting?

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1 MS. ANDERL: Your Honor, I would object to
2 the way the question is phrased. I think it's unclear.
3 We believe we have testimony in the record that Qwest
4 has an integrated DSLAM and splitter but that CLECs
5 generally provide splitters and DSLAMs separately, and
6 I'm not sure what this question assumes, if it were
7 talking an integrated unit. I don't believe that the
8 DSLAM performs a splitter function unless it's an
9 integrated unit, and so I therefore believe that the
10 question is unclear.

11 Q. My question was assuming the integrated DSLAM
12 and splitter.

13 A. And I'm not sure of the number of ports that
14 that integrated DSLAM splitter would have, so I'm not
15 sure how many loops it would be able to do.

16 Q. Do you know how many loops a stand alone
17 splitter is capable of splitting?

18 A. I don't.

19 Q. Now I would like you to refer at this point
20 to your testimony which has been admitted as T-1092, and
21 in particular on page six of that testimony, and
22 specifically at lines three and four, you refer to a
23 line sharing subteam comprised of members of Qwest and
24 the CLECs. Can you identify which CLECs are on the line
25 sharing subteam that you're referring to there?

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1 A. Actually, I don't know the names off the top
2 of my head, but let me kind of describe how that subteam
3 developed, and then it will become more clear. That
4 subteam was kind of an offshoot from the original line
5 sharing teams that were put together in the fall of '99.
6 And the original, and I may not list them all, but the
7 original participants were Covad, Rhythms, North Point,
8 New Edge, Envoy, and I'm not sure, Sprint was there as
9 well, and also we had members of the Minnesota PUC staff
10 on those calls.

11 From that, once we got the initial line
12 sharing product developed and the initial roll out, we
13 knew that we had additional work to do and additional
14 items to address and to work through. So those -- that
15 subteam just kind of continued on. And at different
16 times, additional parties would come on, and I believe
17 there were additional parties, additional CLECs that
18 came on board after. I don't recall specifically their
19 names. I think DSL.net was one of them, Atlink was
20 another, but I'm not positive of the full list. I would
21 have to go back and check that.

22 Q. So this reference in your testimony then is
23 to a team that's working in Minnesota versus one here
24 or --

25 A. When they started working, it was really to

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1 address the Minnesota line sharing issue that had been
2 raised by the Commission. However, that team then
3 developed the 13 state agreement which included all of
4 the other states that hadn't been part of the Minnesota
5 agreement, so it encompassed all of the other states.

6 Q. Now some other commissions such as Texas and
7 Wisconsin, I believe Indiana, have found that a splitter
8 is an ancillary piece of equipment, and that allows
9 access to the high frequency portion of the loop, and
10 they have required in some of those states that a
11 splitter has to be provided when requested to allow that
12 high frequency portion of the loop.

13 Do you agree that if Qwest has already
14 provided a line splitter in the line sharing environment
15 that Qwest should be required to provide a line splitter
16 in the line splitting situation?

17 A. In the line sharing environment, Qwest has
18 not provided any of the splitters, and so our position
19 is that we would not provide them in a line splitting
20 environment either.

21 Q. So your testimony is you have not done so, so
22 because you have not, you wouldn't be providing it in
23 the line splitting environment either?

24 A. Correct.

25 Q. Okay. I would like to refer you again to

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1 Exhibit T-1092 and this time to page 3, and in
2 particular the sentence that starts on line 7 and
3 continues to line 9. The testimony there is that the
4 costs associated with line splitting are addressed with
5 proposed or existing rates. Can you identify for me
6 what proposed and existing rates those are?

7 A. Yes. In the line sharing portion of this
8 docket, we advocated for or we provided four different
9 options of splitter arrangement, splitter location I
10 should say. One was in the CLEC's collocation area, and
11 the other three, one was on what's considered the common
12 area, but it's the splitter bay, one on the MDF, and one
13 on the IDF. Those -- they're all -- are also
14 interconnection tie pairs that are associated with that
15 and for a non -- for nonrecurring and recurring charges,
16 we also had the loop splitting charge and the -- not
17 loop splitting charge but the unbundled -- the loop --
18 the split loop charge, I'm sorry, I messed that up, and
19 those kinds of charges.

20 And from a pre LSR, and I mentioned that
21 yesterday, so prior to a local service request being
22 issued to actually provide service, those same scenarios
23 still apply for line splitting. We will still have the
24 same four configurations or placements of the splitter,
25 and so the same charges or the same rates that were

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1 approved for line sharing would be the very same rates
2 that would be in play for line splitting for that whole
3 engineering and configuration of and determination of
4 where that splitter would be located.

5 Once that splitter is all in and the
6 construction is done, then we get into what I call the
7 post LSR portion of it. And in that case, the recurring
8 charge for the loop would be an unbundled a UNE-P rate.
9 The recurring charge or the nonrecurring charge for
10 basic installation would be the same as it would be in a
11 line sharing environment as well. So what we were
12 basically saying is that there were new -- no new rate
13 elements specific to line splitting. The majority of
14 them were the same as they would be for line sharing.
15 And if there are any additional types of charges, they
16 are already taken care of in other -- other cost
17 dockets.

18 Q. In your testimony, in your rebuttal
19 testimony, at this point it's T-1095, you disagreed with
20 Ms. Roth's recommendation regarding a Commission
21 mandated schedule for development of a line splitting
22 product, correct?

23 A. Correct. I don't believe that we know enough
24 yet to identify when everything should be in place. I
25 think that's one of the things that has come up in this

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1 hearing is that there are a lot of questions yet
2 unanswered, whether certain things will be a part of the
3 product description, whether they won't be, if they are
4 how are they addressed.

5 And I believe that when we undertook the line
6 sharing processes, we developed them jointly, and it
7 worked, and I think that's a good forum for this type of
8 thing as well. When you work collaboratively, it seems
9 to come out a lot better than if we make certain
10 assumptions and if they're dictated either by a company
11 or a commission.

12 Q. And you make that suggestion in your
13 testimony also, correct?

14 A. Absolutely.

15 Q. And I believe in yesterday's testimony, you
16 had said that you're currently meeting, there's sort of
17 a collaborative going on; would that be fair to say?

18 A. It's been sort of that some discussions have
19 been going on in these Tuesday meetings, but I think
20 that we wanted to start a whole group session and have
21 an official kick off and official quote, unquote
22 deliverables and the schedule of when we could get that
23 completed. And it's my understanding that that will be
24 done within the next couple of weeks is the start of
25 that. And we are in the process of at least notifying

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1 the CLECs, trying to get dates to start all of this, and
2 trying to elicit participation.

3 And from that, I think then one of the
4 advantages to that is that then we can get a good -- a
5 realistic schedule and a realistic idea of what can
6 happen when. And if those dates aren't -- we're not
7 comfortable with those dates, we can come up with a plan
8 B and a way to then figure out how to get those things
9 done in a time frame that's needed by all.

10 Q. Okay. So you disagreed with Ms. Roth
11 recommending that the Commission mandate a schedule.
12 She also made an alternative recommendation that if the
13 Commission didn't -- finds insufficient evidence in the
14 record to require a date certain for deployment of line
15 splitting that the Commission require the parties to
16 start a collaborative with providing operational results
17 and a deployment schedule within a reasonable time
18 frame. Do you agree with that recommendation?

19 A. I do.

20 Q. I would like to ask just one follow up on an
21 earlier question that I had asked. You had said that
22 Qwest doesn't provide the line splitter in line sharing
23 arrangements currently. If, hypothetical, if this
24 Commission directed that Qwest provide a line splitter
25 in line sharing, wouldn't you agree it would be more

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1 efficient for Qwest also to provide a line splitter in
2 the line splitting situation?

3 A. Well, actually there has been a lot of
4 construction that has already occurred, and it would
5 appear to me that if we were to then provide a line
6 splitter in an environment where the CLECs have already
7 provided their own, it seems like that to me would not
8 be efficient. It would almost be very inefficient,
9 because we would have to then duplicate the costs
10 associated with that.

11 And the CLECs have been placing splitters in
12 the majority of the offices where they choose to do
13 business, and there was -- I remember there was a --
14 there were a list of offices, and there were -- there
15 was a deployment schedule, and the CLECs were able to
16 prioritize those, so it seems to me it would almost be
17 unfair to -- for both the CLECs that have already
18 deployed their splitters to have them remove them and
19 have Qwest then provide them, so to me it's actually
20 very inefficient.

21 Q. The question that I asked, I asked you to
22 assume that Qwest was directed by the Commission to
23 provide the splitter, I mean assuming the CLEC didn't
24 have one in place.

25 A. I think we have to look at it from a total

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1 perspective, and if you give me a second, I will kind of
2 tie it up together. If you assume that CLECs have not
3 put splitters anywhere, I think we have to look then at
4 what the efficiency is. Are you talking about the
5 efficiency to particular CLECs or the efficiency to U S
6 West, or to Qwest, I'm sorry. And I think that's
7 something that really needs to be looked at.

8 But I think we need to look at what the
9 reality is. And the reality is that there are splitters
10 already deployed out there, and they're deployed in a
11 variety of areas, and those data CLECs have already
12 undertaken the cost of those splitters and placed them
13 in there. For another CLEC to come in and not have to
14 bear that cost where, let's face it, the data CLECs have
15 born the cost of those splitters, Qwest has born the
16 cost of its splitters, we now can take a third group of
17 CLECs that don't have to bear that cost, it seems to me
18 to be a little unfair. It's not competitively neutral
19 any longer.

20 Q. Do you have in -- do we have in this record
21 at this point a list of CLECs that have placed splitters
22 in collocation with Qwest?

23 A. I believe that they were in -- I'm not sure
24 if we do. I don't know if that was placed in the docket
25 in the Part A portion of this at all.

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1 Q. Okay. I would like to obtain such a list if
2 we do not have it in that.

3 MS. ANDERL: Sorry, a list of offices?

4 A. A list of the CLECs that have placed
5 splitters in Qwest offices.

6 Q. Let me check with Ms. Roth.

7 The question was prompted by your response to
8 my earlier question when you had referenced a list of
9 deployment schedules and CLECs and its deployment of
10 splitters in central offices. I don't know whether that
11 -- in Washington, solely in Washington?

12 A. Solely in Washington?

13 Q. Yes.

14 MS. ANDERL: And so the request is for a list
15 of the CLECs that have already placed splitters in Qwest
16 central offices?

17 THE WITNESS: In Washington.

18 MS. ANDERL: In Washington.

19 MS. TENNYSON: The schedule of deployment,
20 when they were placed, and the central offices in which
21 they were placed.

22 MS. ANDERL: Oh, the specific offices?

23 MS. TENNYSON: Yes.

24 MS. ANDERL: And I would suggest that we
25 should probably ask the CLECs, some of whom might not be

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1 party to this proceeding, I believe that would consider
2 that information to be proprietary to them. So while we
3 have it certainly, I would want to be careful with it.

4 MS. TENNYSON: We do have a confidentiality
5 agreement in the docket and order.

6 MS. ANDERL: I know, but I don't --

7 JUDGE BERG: I don't know that that allows
8 Qwest to disclose proprietary information about CLEC
9 operations. That would be, I think, certainly my
10 concern. Is there some other way that that information
11 could be made relevant for your purposes without
12 specifically identifying the CLECs that have splitters?
13 Could it be a ratio, for example, of collocated CLECs?

14 MS. ANDERL: I mean we could certainly
15 provide a list of the central offices in Qwest central
16 offices in Washington where there are splitters. And in
17 every case, it's going to be CLEC provided splitters,
18 because that's the only way it has ever been done.

19 MS. TENNYSON: But that would only give us
20 whether or not there was one splitter, and as I
21 understand it, the CLECs don't share splitters within
22 your offices.

23 MS. ANDERL: I don't know whether they do or
24 not.

25 MS. STEELE: One of the ways that we have

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1 done it in other proceedings is to simply give
2 pseudonyms to the CLECs, call them A, B, C. That would
3 at least let you know how many there are in the central
4 offices.

5 MS. TENNYSON: That is what we're concerned
6 about, the number of them rather than particular names.

7 JUDGE BERG: Would that suit your purpose
8 then?

9 MS. TENNYSON: (Nodding head.)

10 JUDGE BERG: All right, can you, whether it's
11 a numerical pseudonym that would serve as a tally or an
12 alpha identification, would that be possible?

13 MS. ANDERL: We remain concerned about
14 providing even on a confidential basis even on a masked
15 basis information that discloses CLEC entry in marketing
16 plans. Nevertheless, if ordered by the Bench to do so,
17 we will, of course, provide it on a confidential basis
18 with the CLEC designations masked.

19 JUDGE BERG: It's hard for me to see how
20 there would be any disclosure of any CLEC marketing
21 plans based solely upon a tally of the number of
22 splitters located in a central office and the dates
23 installed. But if that's something you can articulate,
24 I would certainly take that into consideration.

25 MS. ANDERL: Well, I mean I guess, you know,

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1 each individual CLEC knows where they have a splitter
2 collocated. And if they see a document that says
3 there's five splitters collocated in central office X
4 and it's not them, then they begin to know that there
5 are other CLECs out there attempting to enter the market
6 in that central office to provision DSL.

7 I don't want to overstate the concern. I
8 mean, you know, we have to deal with this kind of
9 information all the time, and we are willing to provide
10 it. I simply wish to raise the issue, because it is
11 data that we don't really feel is our proprietary data.
12 It's the CLECs' proprietary data that we need to be
13 careful with.

14 CHAIRWOMAN SHOWALTER: Well, but I guess a
15 secondary question I have is that would giving -- would
16 supplying that information in this proceeding give the
17 CLECs in this proceeding any advantage over the ones who
18 are not in this proceeding?

19 MS. TENNYSON: I really can't answer that. I
20 don't know what the information is.

21 DR. GABEL: Ms. Anderl, do you know, does the
22 NECA tariff or NECA tell parties who is collocated in
23 each of your wire centers?

24 MS. ANDERL: I don't know if they do or not.
25 Even if they did, I doubt it would be down to the level

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1 of types of equipment and deployment dates, but I mean I
2 an ask someone if that's the case.

3 CHAIRWOMAN SHOWALTER: Would it work for
4 Staff and company to talk about this over lunch. I mean
5 we're not -- we don't want to have information in this
6 proceeding revealed to people who might be competitively
7 advantaged by it, especially if the people competitively
8 disadvantaged by it aren't in this proceeding. So could
9 you just give that some thought.

10 MS. TENNYSON: I could. I mean it was
11 prompted by an answer that Ms. Brohl gave, so I may ask
12 the court reporter to review that portion of her
13 testimony so that I could indicate where the -- what she
14 had said that prompted the questions.

15 MS. ANDERL: We will be happy to discuss it
16 with you over the lunch break.

17 JUDGE BERG: Thank you, counsel. We
18 understand that there still may be some need to further
19 discuss this further.

20 MS. TENNYSON: I have no further questions
21 for this witness. Thank you, Ms. Brohl.

22 THE WITNESS: Thank you.

23 JUDGE BERG: Dr. Gabel.

24

25

E X A M I N A T I O N

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1 BY DR. GABEL:

2 Q. I have I think one question for you, and that
3 is, am I correct that Qwest is offering five different
4 types of UNE combinations, and this appears in
5 Mr. Hooks' direct testimony at page 26, lines 1 to 4.

6 CHAIRWOMAN SHOWALTER: What exhibit is that?

7 A. 1062.

8 Q. 1062?

9 A. I think so.

10 Q. Well, that's --

11 A. Yes, 1062, it was originally PWH-T1.

12 Q. Yes. Am I correct Qwest is proposing five
13 different forms of UNE combinations?

14 A. Yes, it's the UNE platform combination.

15 Q. Right, and but for line splitting, you're
16 only offering to do line splitting on the first of those
17 five? And I say that because based upon the -- if I ask
18 you to turn to Exhibit T-1091, page 2, line 10, it says:

19 Qwest will provide line splitting over

20 UNE-P POTS to CLECs.

21 So can I infer from that that you will not be
22 providing line splitting to the other four forms of UNE
23 combinations identified in Exhibit 1062?

24 A. I believe so. I'm not sure whether the
25 others would have any application to line sharing anyway

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1 or what that application would be. So definitely we
2 have started off with the UNE-P POTS, and I'm not sure
3 if there are any applications where line sharing would
4 make sense in the others. For example, on the PBX
5 trunks, I'm not sure if that would make sense to have
6 line sharing on a UNE-P PBX trunk type of POTS type of
7 combination. But at this time, we are offering it with
8 the UNE-P POTS combination.

9 Q. Okay. And could you just explain why it
10 wouldn't make sense with a PBX trunk to do the line --

11 A. That's what I'm saying, I'm not sure that it
12 does, and I'm not sure that it doesn't, so I'm not -- I
13 would have to look into it a little bit further to find
14 out why.

15 Q. Is this a technical issue that I should raise
16 with Mr. Hubbard? When you say it may not make sense,
17 is that because of technical considerations?

18 A. I really don't know. I don't know if it's a
19 technical -- I'm sorry, I'm not playing hide the ball.

20 Q. Yeah.

21 A. As you know, I talk more than I probably
22 should, but I'm not really sure what the answer is to
23 that.

24 Q. And you were asked, just a second line of
25 questioning, you were asked about certain states have

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1 ordered that the ILEC provide the splitter. Have you
2 looked into with the conditions in those states differ
3 from the conditions in Washington? Do you know, for
4 example, if in those other states the ILECs are using a
5 passive splitter that stands by itself as opposed to the
6 integrated splitter that you are using here in
7 Washington?

8 A. The only one I looked into was the one that I
9 -- I have to get to my rebuttal testimony, which is
10 Exhibit 1090 something, 1095. The only one that I
11 looked into was one that was referenced by one of the
12 opposing testimonies, and it was, let me see, let me get
13 it, see if I can be clear. Anyway, I can't find it
14 exactly right off the top of my head, but I believe that
15 it was an arbitration. And in that arbitration -- here
16 it is, I have it, I'm sorry.

17 It was actually Exhibit 1092. The arbitrator
18 found that the ILEC had to provide the POTS splitter in
19 a line splitting situation because it had provided the
20 splitter in a line sharing situation. And because the
21 two are basically two halves of the same coin, it makes
22 sense that if you are providing the POT splitter in one
23 instance, you would in the other and vice versa, but I
24 haven't looked into the others.

25 DR. GABEL: Thank you, I have no further

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1 questions.

2 THE WITNESS: Thank you.

3

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

5 BY CHAIRWOMAN SHOWALTER:

6 Q. I think the metaphors are sometimes useful,
7 and sometimes they're dangerous depending on how apt
8 they are, but I'm just going to lay one out anyway to
9 tell you how I'm thinking of this. Because I think
10 we're maybe missing some vocabulary to describe various
11 situations that potentially could exist between an ILEC
12 and a CLEC or a DLEC. And the metaphor I'm thinking of
13 is a house that's owned by an ILEC, and that being in
14 essence the UNE-P. First, am I right that in all
15 instances, it's the ILEC that actually owns the loop; am
16 I correct on that?

17 A. We have actually originally developed,
18 created the loop, and constructed the loop, and
19 originally owned it, yes. When then it's provided to
20 the UNE -- as a UNE, my understanding that that's
21 considered a facilities, a facility that is then leased
22 to the CLEC, and the CLEC is then considered the voice
23 provider at that point.

24 Q. But it is leased to the CLEC?

25 A. Yes.

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1 Q. Or the DLEC?

2 A. Yes.

3 Q. All right. So imagine a house that is owned
4 by the DLEC, I mean excuse me, the ILEC. And the ILEC
5 lives downstairs providing voice and decides to lease
6 out the upstairs to a DLEC who is going to provide data,
7 so that describes line sharing.

8 A. Correct.

9 Q. And let's say that in order to accomplish
10 that, you have to provide a separate entrance for the
11 upstairs resident, and so the ILEC provides that. Well,
12 I don't know who provides it. That's more or less the
13 metaphor for the line splitter, and at this moment, I'm
14 really not interested in who is obligated to provide
15 that, I'm simply trying to get out different scenarios.
16 But I would describe the situation where the ILEC lives
17 downstairs providing voice, and the DLEC lives upstairs
18 as a sublet providing data as line sharing.

19 A. Okay.

20 Q. All right. Now let's have a different
21 scenario. ILEC still owns the house but leases out the
22 whole house to a CLEC who moves in downstairs, and the
23 CLEC decides to sublet the upstairs to a DLEC, and I
24 would describe that as line splitting.

25 A. True.

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1 Q. Does that sound right?

2 A. Yes.

3 Q. All right. And thus far with those two, with
4 those two situations, Qwest is prepared to accommodate
5 those living arrangements?

6 A. True.

7 Q. All right. Now I see three more situations.
8 And the next one is supposing the ILEC leases out the
9 whole house to a DLEC, and the DLEC moves upstairs,
10 lives upstairs, and then subleases the downstairs to the
11 CLEC. Now first of all, would you call that situation
12 line splitting as well?

13 A. I think --

14 Q. Or do we need a new name for it?

15 A. I don't know if we need a new name for it. I
16 think that when you think of line splitting, it's really
17 just splitting that line. And I think what I'm getting
18 -- what I think I hear you getting to is who had control
19 of the line first. And I think in the second situation,
20 the CLEC had control of the line first, and in the third
21 situation, the DLEC has control of the line first.

22 Q. That's right.

23 A. And I think that that's one of those
24 situations, yes, I would agree with that, that that's a
25 form of line splitting, and I think that those are the

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1 issues that we need to address in whether or not -- how
2 we manage that.

3 Q. All right. But is Qwest prepared at this
4 time to lease the house to the DLEC, which it knows may
5 or may not sublet the downstairs to the CLEC? I'm not
6 talking about where the line splitter obligation is, but
7 is that an arrangement that is within your current realm
8 of providing or about to provide depending on how it's
9 priced?

10 A. I believe that if a DLEC has control of the
11 line first, the entire loop, I don't believe there's
12 anything in what we're doing to preclude them from
13 sharing a line with another CLEC.

14 Q. All right. The next situation I would call
15 3(a), and that is just the situation we talked about
16 where the DLEC is living upstairs and subleasing the
17 voice downstairs to a CLEC. Now the CLEC ups and
18 leaves, moves out, and the question then becomes, is the
19 DLEC who lives upstairs and has a vacancy downstairs
20 still responsible for paying the rent, paying the whole
21 house rent to the ILEC who owns the house?

22 A. Well, that's --

23 Q. Or in that situation, does the ILEC have some
24 obligation or should the ILEC have some obligation to
25 find a renter for the downstairs? Do you follow that

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1 analogy?

2 A. I do, and this is kind of how I see it. I
3 don't believe that the ILEC has an obligation to provide
4 a renter downstairs, and let me kind of explain it this
5 way. My son moved into an apartment with two other
6 young men a few months ago, and they're sharing. The
7 lease is under one person's name. That individual is
8 responsible for all of it. He can either take the
9 entire lease and have the entire apartment, or he can
10 kind of sublease, so to speak. And that's what he did,
11 he got two other roommates. Each one of them pays the
12 lessor, lessee the amount of money that they have agreed
13 to, but it's really the person whose name is on the
14 lease is the one that's responsible for the total
15 payment.

16 And that's kind of how I see 3 and 3(a).
17 Someone has to be the person who is responsible for that
18 entire loop and purchases or leases that entire loop.
19 And then if they choose to sublease some portion of it,
20 they can. But if, in the instance with my son, if one
21 of them moves out, then the other two have to pick up
22 the rest of that cost. And if the other two -- and if
23 the second one moves out, then the first one takes the
24 entire cost, the one who is actually living there, and
25 he is then responsible for finding other roommates.

02291

1 Q. So --

2 A. And that's the scenario that I think that
3 more likely fits.

4 Q. So if the DLEC was the one that signed the
5 lease for the whole house, then it's the DLEC's problem
6 to get a new sublessor downstairs should the first one
7 move out?

8 A. If that's the way that the process works, it
9 would be the DLEC that would be responsible for the
10 entire loop. That's one of the things I'm not --

11 Q. That's enough.

12 A. Okay.

13 Q. I want to keep my train of thought going.

14 A. Yes.

15 Q. Because the fourth scenario is the ILEC owns
16 the house, and it has an upstairs and a downstairs, and
17 so the ILEC leases the downstairs to a CLEC and the
18 upstairs to a DLEC. Now, of course, that begs the
19 question of whether the ILEC wants to do that or has
20 decided to do that. But first, would you agree that the
21 ILEC could do that, and now we're back to the UNE-P, not
22 the house, but that it's technically possible for the
23 ILEC to lease one part of the line to a CLEC and one
24 part to a DLEC? I'm not looking at the legal
25 obligations.

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1 A. It may be technically possible, but I don't
2 think it falls within whether it's legally obligated or
3 not. I think it goes down to with a line sharing order,
4 we are required to unbundle the upper frequency of the
5 loop. The FCC didn't require the voice CLECs to do the
6 same, and it seems to me that if the voice CLEC takes
7 that loop, for Qwest to go in and say now you must
8 unbundle that imposes some ILEC responsibilities on
9 those CLECs.

10 Q. And I guess I wasn't talking about that
11 situation, because I think the situation you just
12 described was number two, line splitting, the CLEC has
13 taken over the UNE-P. I'm just talking about a
14 different situation where there exists a line, and the
15 ILEC simply allows a CLEC to use the downstairs, and
16 then along comes a DLEC who wants to use the upstairs.
17 And is there a technical reason why that couldn't occur,
18 not a legal reason and not a legal obligation under the
19 FCC, I'm just trying to get to whether there is -- and
20 maybe I will ask the engineer.

21 A. Right.

22 Q. But do you see any technical reason why the
23 ILEC could not be required by someone or could not
24 perform the function of leasing one part of the line to
25 a CLEC and another part of a line to a DLEC?

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1 A. I don't know if there is a technical
2 restriction on that.

3 Q. But now let's talk about legal obligations.
4 Is it your view that the FCC has not required the ILEC
5 in that situation to lease out both parts separately?

6 A. True.

7 Q. Because the FCC at this point has only
8 recognized really the first two arrangements, that is
9 line sharing and line splitting where the CLEC takes
10 over the whole UNE-P; is that right?

11 A. I think the FCC has recognized that there are
12 some unbundling obligations that are set to the ILECs
13 that they don't want to make the CLECs have to adhere to
14 as well. And I think that's the reason. And the reason
15 I say that is because, let's look at it from a practical
16 perspective. With line sharing where Qwest has the
17 voice, any number of data providers could come in and
18 say, well, I want to provide the voice, talk to the end
19 user customer, and actually issue the order to get that,
20 the data portion.

21 In a -- where the CLEC has taken the voice
22 portion of it, that CLEC may choose to do the data
23 portion as well, and it just seems to me that at that --
24 in that instance, splitting it out so separately would
25 almost at times not allow that CLEC to provide both the

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1 voice and the data, because any other data provider
2 could come in and then take that data away.

3 Q. But --

4 A. And because they're not --

5 Q. Let me just stop you there.

6 A. I'm sorry.

7 Q. Because I don't know why these two
8 arrangements are mutually exclusive in law, that is, if
9 a CLEC wants to take over the whole UNE-P and says, this
10 is my business, I will move in, I will take over, I will
11 sign for the lease, and I, the CLEC, will decide whether
12 or not I want to rent out the upstairs and under what
13 conditions. I might bind my upstairs neighbor to a long
14 lease, but that's my business. That's one arrangement
15 that I think is considered to be line splitting.

16 A. Mm-hm.

17 Q. This particular arrangement I'm thinking of
18 now is simply a different arrangement. It's a CLEC
19 comes along and says, I only want part, I only want the
20 downstairs. Or the DLEC comes along and says, I only
21 want the upstairs. And contemplating that arrangement,
22 it seems that first there is a technical issue of
23 whether it's feasible, and then there are legal and
24 policy issues as to whether a regulatory body can or
25 should require that arrangement, but it doesn't seem to

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1 me that it precludes the second arrangement, that is,
2 line splitting.

3 A. I'm not sure, and I really think we need to
4 send this to Mr. Hubbard, because I -- somewhere in the
5 back of my mind, I'm thinking that there is a reason why
6 you can't just run the upper frequency, you actually
7 need something from the lower frequency to help with the
8 upper. But I -- something like the electronics or
9 something like that, but I think that Mr. Hubbard could
10 maybe discuss that a little bit further.

11 But from a policy perspective, what I think
12 you're describing is not so much a house any longer, but
13 two separate apartments that just happen to reside in
14 the same building. And in that case, both of those
15 apartments belong to the apartment building owner.

16 Q. Right.

17 A. They don't belong to -- and one person coming
18 in and saying I want to rent two apartments, that's
19 true, but they're not -- they're still two separate and
20 distinct apartments, and they're not one house that just
21 might happen to have a upstairs and a downstairs, which
22 is what I think of with line splitting and with line
23 sharing as well. What I think of when you -- what you
24 are describing is more of a two apartments that just
25 happen to have the same walls, outside walls.

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1 Q. Okay, well, I will ask Mr. Hubbard to analyze
2 these arrangements as well. And I recognize that I
3 haven't even brought into the equation, you know, what a
4 line splitter might be in this or how remote from the
5 house the line splitter might be or what kind of house
6 we've got. I think I'm getting more at the legal
7 arrangements than the physical ones, but thank you.

8 JUDGE BERG: Ms. Steele, any other questions?

9 MS. STEELE: If I could briefly follow up on
10 the house scenario.

11

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

13 BY MS. STEELE:

14 Q. I hesitate to do this, because I suspect I
15 will just add more confusion. But my understanding is
16 in the house scenario, there would be the line sharing
17 situation where the ILEC is downstairs and the DLEC is
18 upstairs, and Qwest will permit that scenario; is that
19 correct?

20 A. Did you say line splitting?

21 Q. Line sharing.

22 A. No, line sharing is when Qwest is actually
23 providing the voice. Line splitting is when it's the
24 CLEC providing the voice through UNE-P.

25 Q. That's what I thought I said. The ILEC has

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1 the downstairs, the voice portion, and the DLEC has the
2 high frequency portion.

3 A. That's line sharing?

4 Q. Right.

5 A. Yes, I'm sorry, yes.

6 Q. All right. And Qwest will also permit the
7 CLEC to take the whole house and do line splitting and
8 have a DLEC take the high frequency portion; is that
9 correct?

10 A. I kind of want to stop a little bit here too,
11 and I was kind of getting nervous earlier as well. I
12 think what we're doing is we're asking specific
13 scenarios. I mean these are the kinds of things that
14 I've been saying all along, I'm not sure we're through
15 all of this yet, and I'm not frankly sure that we know
16 for sure who is going to be taking the entire house and
17 who isn't and who is the customer of record. I mean we
18 can go through some hypotheticals, but I really want to
19 make sure that I'm real clear that I am not really sure
20 how this is going to work. I mean we can speculate.

21 Q. One possible line splitting scenario that
22 Qwest presently would permit is for the CLEC to have the
23 whole loop and to then lease the high frequency portion
24 of the loop to a DLEC; is that correct?

25 A. Yes.

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1 Q. But one thing that Qwest presently will not
2 permit is for the CLEC to take the house but rent the
3 upper portion of the house to Qwest, so Qwest will not
4 enter into a situation presently where it -- where the
5 CLEC is providing the voice portion and Qwest is
6 providing the DSL portion; is that correct?

7 A. Actually, we do have a resale DSL service,
8 and to use the old megabyte, where we will provide our
9 DSL on a resale basis. And if the CLEC takes the lower
10 floor on a resold basis and chooses to take the upper
11 floor also on a resold basis, we do actually provide
12 that.

13 Q. But you would not permit that in a UNE-P
14 situation; is that correct?

15 A. You're asking to combine an unbundled network
16 element with a finished service? At this point, I don't
17 think so. But like I said, this is one of those things
18 that we would have to kind of discuss.

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

20 JUDGE BERG: All right, we will go to
21 Ms. Hopfenbeck and then Mr. Harlow.

22 MS. HOPFENBECK: I have nothing further.

23 JUDGE BERG: All right.

24

25

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

02299

1 BY MR. HARLOW:

2 Q. Just one follow up, Ms. Brohl, and
3 Ms. Tennyson was asking you about development of line
4 splitting, and you harked back to the development of
5 line sharing on a collaborative basis and talked about
6 how that worked better in your view than a mandate from
7 the company or a commission; do you recall that?

8 A. Yes.

9 Q. Would you be willing to accept subject to
10 check that by the time that collaborative on line
11 sharing had concluded enabling DLECs to begin line
12 sharing that Qwest had already hooked up over 100,000
13 DSL customers on a line sharing basis for Qwest's DSL
14 service?

15 A. I think there are two questions there.
16 Number one, I don't know how many customers Qwest had
17 signed up at that point, but I want to make sure that
18 we're not talking about in a line sharing, because by
19 the definition, an ILEC doesn't line share. It only
20 line shares when there is a CLEC providing the data.

21 Q. Is that a number you are able to check, how
22 many customers had been signed up?

23 A. I'm not sure I would be able to check that.

24 MR. HARLOW: Okay, thank you, no further
25 questions.

02300

1 THE WITNESS: Thank you.

2 JUDGE BERG: Redirect, Ms. Anderl? And,
3 Ms. Anderl, while we all glance up at the clock, could
4 you estimate the time of your redirect?

5 MS. ANDERL: About 20 minutes.

6 JUDGE BERG: All right, then this would be a
7 good time to break, and commissioners will be joining us
8 on the Bench at 1:30. I will be available to the
9 parties at approximately 1:15 to deal with any other
10 issues that are risen or pending.

11 We will be off the record.

12 (Luncheon recess taken at 12:00 p.m.)

13

14 A F T E R N O O N S E S S I O N

15 (1:40 p.m.)

16

17 JUDGE BERG: This is the afternoon session
18 for our continued hearing on March 29, 2001. I will
19 indicate for the record that there are several other
20 exhibits to be identified. The two exhibits previously
21 referred to during Ms. Albersheim's testimony that were
22 exhibits associated with testimony of Barbara Brohl
23 which Ms. Albersheim adopted, that being BJB-02 and
24 BJB-03, BJB-02 will be marked as Exhibit 1083, and
25 BJB-03 will be marked as Exhibit 1084. We will take up

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1 the admission of those exhibits after copies have been
2 made and distributed to all parties and the Bench.

3 And, Ms. Anderl, I believe that you had an
4 estimate of a date when that might be available.

5 MS. ANDERL: Yes, I believe we will be able
6 to provide those to the Bench and the parties no later
7 than Tuesday the 3rd.

8 JUDGE BERG: All right.

9 MS. ANDERL: And the record should just
10 reflect that they are revised from when they were
11 originally admitted in Part A.

12 JUDGE BERG: All right. So the description
13 of the exhibit should be revised BJB-02 and revised
14 BJB-03.

15 MS. ANDERL: Yes.

16 JUDGE BERG: I presume that each version will
17 have a revised designation.

18 MS. ANDERL: They do.

19 JUDGE BERG: All right. And I will also
20 indicate that the illustrative exhibit previously
21 distributed, two pages showing fiber ring architecture,
22 will be marked as Exhibit 1102.

23 MS. ANDERL: And, Your Honor, I would offer
24 Exhibit 1102, or if works better, we can wait until
25 Mr. Hubbard is able to describe the exhibit.

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1 JUDGE BERG: I think we can take the offer
2 now. Do any parties have any objections to the
3 admission of 1102?

4 All right, 1102 is admitted.

5 And before we take up redirect of Ms. Brohl,
6 I would like to check with our counsel to see if other
7 counsel have questions for Ms. Brohl.

8 MS. TENNYSON: Yes, Your Honor, Staff has a
9 follow-up question.

10 JUDGE BERG: All right, and any other
11 parties?

12 MR. HARLOW: Your Honor, I simply would like
13 to offer Exhibit 1098, which we distributed during the
14 lunch break, at an appropriate time.

15 MS. ANDERL: No objection.

16 JUDGE BERG: All right, Exhibit 1098 is also
17 admitted.

18 Thank you, Ms. Tennyson, go ahead.

19

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

21 BY MS. TENNYSON:

22 Q. Good afternoon, Ms. Brohl.

23 A. Good afternoon.

24 Q. We discussed before lunch a variety of
25 scenarios, but I would like to at this point ask you

02303

1 again a question that I had asked earlier. Assuming
2 that Qwest has been required to provide the splitter in
3 a line sharing environment, do you agree that if Qwest
4 has already provided a line splitter in the line sharing
5 environment that Qwest should be required to provide a
6 line splitter in the line splitting situation?

7 A. Hypothetically, yes.

8 MS. TENNYSON: Thank you. I have nothing
9 further.

10 JUDGE BERG: Then, Ms. Tennyson, did the
11 question relate to the record requisition which was
12 previously made and pending?

13 MS. TENNYSON: Yes, thank you, Your Honor.
14 Based on that question and response, I will withdraw the
15 records requisition that we discussed previously on the
16 record.

17 JUDGE BERG: Thank you very much.

18 Dr. Gabel, do you have any additional
19 questions before redirect?

20 DR. GABEL: Yes, I do.

21

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

23 BY DR. GABEL:

24 Q. Ms. Brohl, I would like to ask you to turn to
25 Exhibit 1098, page 10.

02304

1 A. (Complies.)

2 Q. Do I understand this page correctly to
3 represent what Qwest is proposing to be the interim
4 rates for line sharing over fiber?

5 A. Yes, it is the preliminary rates that we have
6 developed for line sharing at the remote terminal or the
7 DA Hotel, yes.

8 Q. And in developing these rates, did you have a
9 sufficient understanding -- well, I guess my question is
10 if you were able to propose these rates to the parties,
11 why wasn't this made part of Qwest's submission in this
12 proceeding?

13 A. As I stated earlier, these are kind of
14 preliminary numbers. A full blown cost study was not
15 able to be undertaken at the time these numbers were
16 provided. We believe that we still need to do a full
17 blown cost study in order to ensure that these numbers
18 are valid and make sure that we have brought into the
19 cost study all of the individual elements. I'm not sure
20 what those elements are. Ms. Million is the cost expert
21 and would be able to tell us what additional items might
22 be necessary. But as I said, these are just preliminary
23 based on a kind of a quick look at them.

24 DR. GABEL: Thank you.

25 THE WITNESS: You're welcome.

02305

1 JUDGE BERG: All right, Ms. Anderl, it would
2 be a good time to do the redirect of this witness.

3 MS. ANDERL: Thank you, Your Honor.

4

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

6 BY MS. ANDERL:

7 Q. Ms. Brohl, let's look at that same page 10
8 that Dr. Gabel just asked you about. Do you know when
9 those rate elements were first developed or offered?

10 A. I believe it was -- they were actually
11 discussed at the February 2nd meeting with the CLECs,
12 however, as we have discussed here earlier, it was
13 actually distributed on January 19.

14 Q. And do you know whether at that time there
15 would have still been an opportunity for Qwest to have
16 submitted a costing and pricing proposal given the
17 testimony schedule in this docket?

18 A. I don't believe so. I believe that our
19 direct testimony had already been filed at that time.

20 Q. Ms. Brohl, let me go back to the beginning of
21 the cross-examination by Ms. Hopfenbeck yesterday. You
22 were asked by her whether -- well, let me go back and
23 set up a hypothetical. She described to you the
24 situation where a CLEC was providing voice service to an
25 end user customer over the UNE platform; do you recall

02306

1 that?

2 A. I do.

3 Q. And then she asked you whether or not that

4 UNE-P CLEC would have to collocate a splitter if it

5 wished to provide data services to the end user

6 customer; do you recall that?

7 A. I do.

8 Q. Is it correct that the UNE-P CLEC would have

9 to collocate a splitter in order to provide data

10 services to the end user customer?

11 A. Not if the UNE-P CLEC had partnered with the

12 data CLEC, because at that time, the data CLEC could be

13 providing the splitter.

14 Q. And would the data CLEC already be collocated

15 for purposes other than merely providing the splitter?

16 A. It would have to have a DSLAM, and those are

17 generally collocated.

18 Q. Ms. Hopfenbeck also described to you a

19 process whereby regardless of the arrangement between

20 the voice CLEC or the UNE-P provider and the DLEC that

21 those two carriers would make an arrangement between

22 themselves whereby Qwest would only ever have to

23 interface with one of those providers. Do you recall

24 those questions?

25 A. I do.

02307

1 Q. Do you know whether or not all CLECs and
2 DLECs will agree to that type of a process?

3 A. I don't know that.

4 Q. Unless all CLECs and DLECs agree to that type
5 of a process, would system changes nevertheless be
6 necessary for Qwest OSS in order to track the data
7 necessary to keep records of the various transactions?

8 A. Yes, and it would actually be a -- require a
9 little more complex logic, because then you would have
10 to have not only the amount of agency that the CLEC was
11 allowing the DLEC to have, but also which CLECs were
12 allowing it and for which DLECs and what dates and all
13 of that.

14 Q. You discuss a February 2nd, 2001, meeting
15 with the CLECs regarding the DA Hotel. Do you know if a
16 representative from Covad was invited to that meeting?

17 A. Yes, Larry Gindelsberger, as I have
18 mentioned, was invited. He had indicated to us prior to
19 that that he was the point of contact for Covad for this
20 particular product, and he was invited.

21 Q. Did you obtain a list of attendees for that
22 meeting?

23 A. Yes, I did.

24 Q. And was Mr. Gindelsberger's name on that
25 list?

02308

1 A. It was on the list, but it said that he was
2 not in attendance.

3 Q. And do you know if any other representative
4 from Covad attended that meeting?

5 A. It's not on the attendee list that they were
6 from Covad.

7 Q. Now when Qwest offers a DA Hotel to the data
8 CLECs, will that enable the data CLECs to provide DSL to
9 end user customers under the same arrangements and
10 conditions that Qwest will be offering DSL to its
11 customers from that same remote terminal location?

12 A. Yes. In fact, that's a separate building.
13 Both the Qwest equipment and the CLECs' equipment will
14 be in that building. It's completely separate and
15 entirely the same.

16 Q. Ms. Tennyson asked you a question about how
17 Qwest -- asked you to describe how Qwest is, and this is
18 how I wrote the question down, so I don't know if this
19 is right or not, but I believe this is what she asked,
20 how Qwest is provisioning the splitter for itself in a
21 line sharing environment. Do you recall answering a
22 question like that?

23 A. Yes.

24 Q. Do you want to clarify your answer?

25 A. Yes. Qwest does not provide the splitter for

02309

1 itself in a line share environment. What it does
2 provide in a line -- it does not provide a splitter in a
3 line sharing environment. In a line sharing
4 environment, the data CLEC provides the splitter. Qwest
5 will purchase the splitter, however, on behalf of the
6 data CLEC, but passes the entire cost of that splitter
7 on to the data CLEC.

8 Q. So, for example, if the splitter costs
9 \$1,000, and Qwest will go ahead and purchase the
10 splitter for \$1,000 but immediately bill the data LEC
11 for that \$1,000?

12 A. Yes, and then that splitter is designated as,
13 I don't know if belonging to is the right word, but
14 target for that particular CLEC, and that data CLEC is
15 the only one that uses that splitter.

16 Q. And that data CLEC owns that splitter then,
17 don't they?

18 A. Correct.

19 Q. And if they wanted to remove it from the
20 central office, they could do that, couldn't they?

21 A. Yes, they could.

22 Q. And -- well, I won't ask you that.

23 So to the extent that you responded to
24 Ms. Tennyson's question about Qwest providing an
25 integrated DSLAM and splitter, were you responding and

02310

1 describing how Qwest provisions its own DSL to its own
2 retail end users?

3 A. That's what I was thinking about when I
4 answered the question.

5 Q. Ms. Brohl, both I believe Ms. Steele and
6 Ms. Hopfenbeck asked you some questions about line
7 splitting. And in those questions, there were -- there
8 was a discussion of the options for splitter collocation
9 in both a line sharing and a line splitting environment.
10 Do you recall those?

11 A. Yes.

12 Q. And you described how the splitter could
13 under one scenario be located on the main distribution
14 frame; do you remember that?

15 A. I do.

16 Q. Do you recall if there were any limitations
17 on when the splitter can be located on the main
18 distribution frame?

19 A. Yes, it's in offices that have less than
20 10,000 lines.

21 Q. And is one of the other four scenarios for
22 splitter collocation where the splitter is actually
23 located in the data LEC's collocation area?

24 A. Yes, that is one of the options. They can
25 place that into their own collocation area for both line

02311

1 sharing and line splitting.

2 Q. Have you reviewed the FCC orders regarding an
3 ILEC's obligation to line share on DLC or fiberfed
4 loops?

5 A. Yes.

6 Q. Can you tell me, has the FCC mandated that
7 the ILEC has to offer that line sharing in any type of
8 particularly prescribed way?

9 A. No.

10 MR. HARLOW: Object to the extent it calls
11 for a legal conclusion.

12 MS. ANDERL: I'm asking her whether her
13 reading of the FCC orders indicates to her that there is
14 a particular physical construct under which the ILEC
15 must provide the described line sharing. I don't
16 believe it calls for a legal conclusion.

17 JUDGE BERG: I understand it's calling for
18 the company's position, so the objection is overruled.

19 BY MS. ANDERL:

20 Q. Do you need the question again?

21 A. Please.

22 Q. I don't believe I can repeat it exactly, but
23 has the FCC mandated a particular architecture that the
24 ILEC must comply with in order to meet its obligation to
25 provide line sharing to customers who are served by

02312

1 digital loop carrier loops?

2 A. No, actually what the FCC said was that, it's
3 in Paragraph 12 for those of you who want to look that
4 up.

5 Q. Ms. Brohl, back up a little bit, and tell us
6 which order.

7 A. I'm sorry, in the what I call the line
8 splitting order, but it's essentially the third report
9 and order on reconsideration in Docket Number 98-147.
10 Oh, this is easier, the FCC 01-26 that was adopted and
11 released on January 19, 2001. Paragraph 12, it says:

12 We clarify that where a competitive LEC
13 has collocated a DSLAM at the remote
14 terminal, an incumbent LEC must enable a
15 competitive LEC to transmit its data
16 traffic from the remote terminal to the
17 central office. The incumbent LEC can
18 do this at a minimum by leasing access
19 to the dark fiber element or by leasing
20 access to the subloop element. We also
21 recognize that there are other ways in
22 which line sharing may be implemented
23 where there is fiber in the loop, and we
24 do not mandate any particular means in
25 this order.

02313

1 It says:
2 Solutions largely turn on the inherent
3 capabilities of equipment that incumbent
4 LECs have deployed and are planning to
5 deploy in remote terminals.

6 Q. Is the FCC continuing to investigate this
7 issue?

8 A. Yes, in the same paragraph, it discusses
9 that:

10 It will be requesting comments on the
11 feasibility of different methods of
12 providing line sharing where an
13 incumbent LEC has deployed fiber in the
14 loop in upcoming further notice of
15 proposed rule making.

16 MS. ANDERL: I think that's all my questions.
17 I'm very tempted to ask about the houses, but I don't
18 think that I will.

19 JUDGE BERG: Any other questions on cross?

20 Ms. Hopfenbeck.

21

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

23 MS. HOPFENBECK:

24 Q. Ms. Brohl, can you tell me whether there is a
25 competitive local exchange carrier that has collocated a

02314

1 splitter in every wire center in which Qwest is capable
2 in providing its own DSL service?

3 A. I can not tell you that.

4 Q. Ms. Anderl asked you some questions about the
5 modifications that would be necessary to the OSS systems
6 changes to take into account line splitting. And again,
7 we got into that question of the scope of the agency.
8 You would agree that it is not necessary for Qwest to
9 provision line splitting to be in the role of traffic
10 cop or the guardian of the relationship between the data
11 LEC on the one hand and the competitive LEC voice
12 provider on the other; isn't that true?

13 A. Are you asking me that it's not necessary for
14 Qwest to be the guardian when two different CLECs choose
15 to do business?

16 Q. Right.

17 A. True.

18 Q. More specifically, Qwest doesn't need to know
19 the scope of the agency in order to fulfill the order.
20 I mean if the data LEC is acting as agent and beyond the
21 scope of the authority, I mean that problem can be
22 handled between the data LEC and the voice CLEC with
23 whom the data LEC has the arrangement; isn't that true?

24 A. Well, that may be true except for certain
25 places in particular in Washington where they have also

02315

1 promulgated rules, for example, for the local exchange
2 pick freeze. And in that instance, Qwest is in some
3 instances kind of put in the middle. Because when a,
4 for example, a voice provider, an end user has said I
5 don't want to change my voice provider, at that point,
6 we can't do that. Now if at that same time without
7 the --

8 Q. Let me stop you there, because I think you're
9 speaking about a scenario that we haven't discussed.

10 A. Okay.

11 Q. And I'm not suggesting that this -- I mean
12 the line of questioning that gave rise to this issue was
13 a scenario under which the data LEC was acting as agent
14 for the CLEC in ordering data service on the voice
15 service that's already being provisioned by the voice
16 CLEC. So I don't believe that the rules that you have
17 referenced about local pick freeze apply. But assuming
18 that hypothetical, would you agree with my question?

19 A. I have to put some other parameters on that.
20 If, for example, there were no differences in the kinds
21 of ability that you would want that data LEC to do on
22 your behalf as well as your doing it, and if the systems
23 did not recognize the company that was originating the
24 request by say things like a secure ID which are used
25 for the GUI system and that sort of thing, then there

02316

1 may not be changes that were needed provided that there
2 would be no differentiation between you and that data
3 CLEC.

4 MS. HOPFENBECK: Thanks, nothing further.

5 JUDGE BERG: Mr. Harlow.

6 MR. HARLOW: Yes, Your Honor, thank you.

7

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

9 BY MR. HARLOW:

10 Q. Ms. Brohl, you were reading from an FCC order
11 I believe dated January 19th of this year on the
12 redirect by your counsel.

13 A. Yes.

14 Q. Do you still have that order there?

15 A. I do.

16 Q. Would you please turn to Paragraph 13 of that
17 order.

18 A. (Complies.)

19 Q. And the first sentence of Paragraph 13 of
20 that same order states:

21 All indications are that fiber
22 deployment by incumbent LECs is
23 increasing and that collocation by
24 competitive LECs at remote terminals is
25 likely to be costly, time consuming, and

02317

1 often not available.

2 Is that correct?

3 A. That's correct.

4 Q. And the third sentence states:

5 This clarification promotes the 1996

6 Act's goal of rapid deployment of

7 advanced services, because it makes

8 clear that competitive LECs have the

9 flexibility to engage in line sharing

10 using DSLAM facilities that they have

11 already deployed in central offices

12 rather than having to duplicate those

13 facilities at remote terminals.

14 Is that correct?

15 A. That's what it says.

16 Q. Just so we're clear that the DA Hotel

17 architecture proposed by Qwest does, in fact, require

18 companies like Covad to duplicate DSLAM facilities at

19 the remote terminals in order to line share over the

20 digital loop carrier systems; is that correct?

21 A. It requires them to locate out of the remote

22 terminal. Whether it's a duplication of other

23 particular loops that they want to provide DSL services

24 in at this central office, that may be.

25 Q. But that's the only proposal put forth for

02318

1 Covad to be able to line share in regard to loops that
2 are served in part by digital loop carrier?

3 A. Correct, is to be able to go out to the
4 remote terminal.

5 MR. HARLOW: Thank you, no further questions.

6 MS. ANDERL: Just one question, Ms. Brohl.

7

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

9 BY MS. ANDERL:

10 Q. In the situation described to you by
11 Ms. Hopfenbeck, if Qwest is required to actually provide
12 -- a moment ago where the DLEC is acting as the CLEC's
13 agent, if Qwest is nevertheless required under those
14 line splitting circumstances to provide the splitter,
15 will Qwest ever be able to extricate itself fully from
16 the relationship between the other two parties in a way
17 that was suggested by the questions?

18 A. I don't believe so, and I would like to
19 explain. The reason is because in the current line
20 sharing scenario, in that configuration, the data CLEC
21 manages its own inventory and assignment, and they send
22 to us the particular meet point that they want us to
23 use. And the scenario where we would provide the
24 splitter would require Qwest to manage that inventory
25 and do that assignment and then send back the

02319

1 appropriate splitter location that was used. It does
2 two things. Number one, it increases the OSS costs,
3 because that is not how the system was designed. And
4 number two, what that does is that requires us to
5 maintain the inventory of those splitter ports that may
6 very likely belong to the data CLEC and provide those
7 back to, since our customer of record at that point
8 would be the voice CLEC, back to the voice CLEC. So in
9 essence, we're taking data that belongs to one CLEC and
10 providing it to another CLEC.

11 Q. And that's not the way the system works
12 today, is it?

13 A. No.

14 Q. And there would be systems changes necessary
15 to implement that?

16 A. And process changes.

17 MS. ANDERL: That's all I have.

18 MS. TENNYSON: Nothing further.

19 JUDGE BERG: All right, then it appears that
20 concludes all cross testimony, cross-examination of your
21 testimony here today, Ms. Brohl. Thank you for being
22 here and testifying. You are excused from the hearing.

23 THE WITNESS: You're welcome.

24 JUDGE BERG: We will be off the record
25 momentarily for the next witness to take the stand.

02320

1 (Discussion off the record.)

2 JUDGE BERG: If you will please stand, sir,
3 and raise your right hand.

4

5 Whereupon,

6 ROBERT J. HUBBARD,
7 having been first duly sworn, was called as a witness
8 herein and was examined and testified as follows:

9

10 JUDGE BERG: I would like the record at this
11 time to reflect two exhibits that have been identified
12 for this witness. We will start off with the
13 description of the exhibit. RJH-6RT, Rebuttal Testimony
14 of Robert J. Hubbard, is marked as Exhibit T-1100. And
15 RJH-7, Line Splitting Diagram, is marked as Exhibit
16 1101.

17 And with that, Ms. Anderl, if you would
18 qualify your witness.

19 MS. ANDERL: Yes, Your Honor.

20

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

22 BY MS. ANDERL:

23 Q. Good afternoon, Mr. Hubbard.

24 A. Good afternoon.

25 Q. Please state your name and your business

02321

1 address for the record.

2 A. Certainly, my name is Robert J. Hubbard,
3 business address is 700 West Mineral Avenue, Littleton,
4 Colorado 80120.

5 Q. Mr. Hubbard, do you have before you the
6 rebuttal testimony and the exhibits that were pre-filed
7 on February 28th under your name?

8 A. Yes, I do.

9 Q. Are those documents true and correct to the
10 best of your knowledge?

11 A. Yes, they are.

12 Q. Do you have any changes or corrections to
13 make to them?

14 A. No, I do not.

15 MS. ANDERL: Your Honor, we would offer
16 Exhibit 1100 and 1101.

17 JUDGE BERG: Hearing no objection, they are
18 so admitted.

19 Let's be off the record just for a moment.

20 (Discussion off the record.)

21 JUDGE BERG: Ms. Steele.

22

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

24 BY MS. STEELE:

25 Q. Good afternoon, Mr. Hubbard.

02322

1 A. Good afternoon.

2 Q. I'm Mary Steele representing a number of the
3 competitive carriers in this matter. How does it feel
4 to be the designated engineer?

5 A. As you just said, you represent a number of
6 carriers, I represent a number of our witnesses, I
7 believe.

8 Q. I think you were here yesterday when I was
9 talking with Ms. Brohl about the situation where a Qwest
10 customer for voice and DSL wants to migrate to a CLEC
11 who is going to use UNE-P. Do you remember me talking
12 with Ms. Brohl about that at all?

13 A. Well, I remember a lot of discussions. We'll
14 just take it from what you're portraying now.

15 Q. And I talked with Ms. Brohl about some
16 options for the UNE-P provider, let's just say the UNE-P
17 provider is AT&T to make things easier, for AT&T to
18 continue to provide both voice and DSL service to that
19 customer. And I want to walk through a couple of those
20 scenarios with you, okay?

21 A. Okay.

22 Q. Now one of the options is for AT&T to
23 actually go and collocate into the central office that
24 serves that customer and to have its own splitter and
25 DSLAM there in that central office to provide the DSL

02323

1 service; is that correct?

2 A. In your scenario right there, if I can just
3 ask a clarifying question. Is AT&T the UNE-P provider?

4 Q. Yes, that is my assumption.

5 A. Okay. And AT&T does have the option of
6 working with a DLEC that's already established there and
7 utilizing their DSLAM and their splitter.

8 Q. Okay. That was going to be my second
9 scenario.

10 A. Oh.

11 Q. But the first option, one of the things that
12 AT&T could do is it could go in and collocate itself; is
13 that correct?

14 A. If they wanted to be a DLEC.

15 Q. And another option is to have an arrangement
16 with a DLEC who is already collocated; is that correct?

17 A. That is correct.

18 Q. And that would assume that there is a DLEC in
19 fact providing service out of the particular central
20 office at issue; is that correct?

21 A. Yes, I guess that's an assumption. I believe
22 in Washington that we have more DLECs than we do
23 ourselves in more central offices. They would enter
24 some central offices I believe that we didn't go into.

25 Q. So your testimony here is that in Washington,

02324

1 there is actually a DLEC available in all of the central
2 offices in which Qwest is itself providing DSL service;
3 is that correct?

4 A. Well, I can't -- I will have that information
5 later this afternoon. It hasn't arrived yet. But where
6 Qwest DSL is in about I think 33% or 36% of the offices
7 in Washington. I will have the number this afternoon of
8 how many DLECs are in the central offices, but I do
9 think they went into something we refer to as a tier two
10 and tier three offices that Qwest did not deploy their
11 Qwest DSL in.

12 Q. And are you aware of any DLECs in fact
13 pulling their equipment out of those offices recently?

14 A. DLEC pulling our equipment or their
15 equipment?

16 Q. No, their equipment.

17 A. I know of I guess some of the companies went
18 bankrupt. Whether they pulled their equipment out or --
19 like I think it was North Point, AT&T acquired their
20 assets, so AT&T has North Point's assets. I don't
21 assume they would be pulling those out, so I don't know
22 who is coming out exactly.

23 Q. Now one thing that I asked Ms. Brohl
24 yesterday, and she didn't know the answer to this, is it
25 technically feasible if AT&T is the voice provider for

02325

1 Qwest to be the data provider?

2 A. Is it technically feasible? I assume it's
3 technically feasible. I don't believe that we -- we
4 don't do that at this time.

5 Q. Now I would like to look at your diagram,
6 Exhibit 1101.

7 A. (Complies.)

8 Q. Ms. Brohl talked earlier about various ways
9 in which or various locations where a data LEC could
10 place a splitter in the central office, and I believe
11 she told us that the options included putting the
12 splitter in the DLEC's collocation cage; is that
13 correct?

14 A. Correct.

15 Q. And another option would be in a common
16 splitter bay?

17 A. Correct.

18 Q. Another option in some circumstances is on
19 the MDF itself; is that correct?

20 A. In offices under 10,000 lines, yes.

21 Q. And then the splitter could be on the ICDF;
22 is that correct?

23 A. Correct. There are different sizes of
24 splitters. The ones that usually are mounted on the
25 ICDF are 16 port splitter. They're smaller than the

02326

1 ones that go into the bay or a cage. Those usually are
2 96 line or larger.

3 Q. Now the option that you have reflected in
4 your Exhibit 1101 is a splitter located in a common
5 splitter bay; is that correct?

6 A. That is correct, yes.

7 Q. If a -- how would a -- would a -- is a CLEC
8 permitted to determine among these options where it
9 desires to place the splitter?

10 A. A DLEC has the option.

11 Q. Okay. May a DLEC -- is a DLEC ever permitted
12 to engage in line sharing without having the circuit go
13 through the ICDF?

14 A. In an office that was 10,000 lines or less
15 and the splitter, smaller splitter was placed on the --
16 usually on the horizontal side of the MDF, then an IDF
17 probably would not be required. Because usually in
18 those offices, they don't have IDFs in the real small
19 offices. We kind of all the MDF and the IDF the same
20 thing in a real small office. We would just mount the
21 equipment on the horizontal side, which is the back side
22 of the frame.

23 Q. So in the case where there is an office
24 greater than 10,000 lines, the splitter is provisioned
25 through an intermediate distribution frame; is that

02327

1 correct?

2 A. Yes, and in the line sharing agreement that
3 we had signed with the CLECs early on that we said we
4 would place the splitter bays in close proximity to the
5 DS0 terminations that exist. And the CLECs and DLECs,
6 if you will, already had cables from the MDF back
7 through an ICDF and chose to rename those or reuse those
8 in a different configuration for the splitters instead
9 of accessing unbundled loops. So they used part of
10 those, and that's why that architecture was chosen, to
11 get the splitters as close as possible to what we refer
12 to as the DS0 termination.

13 Q. And if a new DLEC came in, for example, if
14 AT&T determined that it was going to collocate DSLAM
15 equipment and splitters into central offices, would a
16 new DLEC be required to use the same architecture, that
17 is to go through the ICDF?

18 A. The new DLEC, of course, would have to have
19 collocation in order to place a DSLAM. Most all of the
20 tie pairs that are running to a DLEC location go through
21 an ICDF.

22 Q. And there are costs associated with those tie
23 pairs and the ICDF itself; is that correct?

24 A. Yes, there are.

25 Q. Does Qwest provision its own DSL service

02328

1 through an intermediate distribution frame?

2 A. Yes, they do. In most of the offices I have
3 seen, they do go through an IDF intermediate
4 distribution frame from in between IDF and where the
5 DSLAMs are located.

6 Q. Now you say in most of the offices you have
7 seen, are there offices in which Qwest itself provisions
8 DSL services without going through an intermediate
9 frame?

10 A. I guess when I said most of the offices, in
11 the ones I have seen, they do go through an IDF. I
12 haven't traced the cables for all of Qwest's DSL, but
13 that is the way that Qwest provisions all of their
14 services when dealing with COSMIC frames. They do go
15 through IDF's to hook up any pieces of equipment.

16 Q. Do you know whether under Qwest's present
17 proposals that there will be any central offices in
18 Washington where Qwest provisions its DSL service
19 without using an intermediate distribution frame, but a
20 CLEC will be required to use an intermediate
21 distribution frame?

22 A. Could I ask you to repeat that again, I'm
23 sorry.

24 Q. Do you know whether there will be any
25 circumstances under Qwest's present proposals in

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1 Washington where a CLEC will be required or a DLEC will
2 be required to provision its services using an
3 intermediate distribution frame while Qwest on the other
4 hand provisions without using an intermediate
5 distribution frame?

6 A. I don't know of any proposal or anything that
7 would do that. Like I said, we use IDFs all the time to
8 connect our equipment together, so I guess I can't
9 completely answer that. I don't know of a proposal that
10 would do that.

11 Q. And Qwest, in fact, has choices as to whether
12 or not it would provision its services using an IDF; is
13 that correct?

14 A. Has choices?

15 Q. It could provision its DSL services without
16 using the IDF; is that correct? Let me back up and say,
17 it is technically feasible for Qwest to provision its
18 DSL services without going through the IDF; is that
19 correct?

20 A. Well, one thing that by using an IDF, which
21 Qwest uses and the DLECs use also, dealing with a COSMIC
22 frame, you would have to go to every module on the
23 COSMIC frame, and there could be 20 or more modules,
24 that you have to wire cables to those to have access to
25 any loop, if you will, based on the COSMIC frame

02330

1 concept. Would Qwest just wire straight to one module,
2 no. They would go to every module, therefore, they
3 would have access to every loop going out. So we would
4 go through an IDF the way we have it set up now, and I
5 think that a DLEC would do the same thing. So I don't
6 know of any proposal or choice.

7 Q. Qwest, in fact, does provision some of its
8 services without using an IDF; is that correct?

9 A. I can't answer that.

10 MS. STEELE: That's all the questions I have
11 for you, thanks.

12 THE WITNESS: Okay.

13 JUDGE BERG: Ms. Hopfenbeck.

14

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

16 BY MS. HOPFENBECK:

17 Q. Mr. Hubbard, I just have one area that I
18 wanted to clean up. I was discussing with Ms. Brohl the
19 types of information that Qwest requires in order to
20 provision line splitting or line sharing, and actually
21 it might have been Ms. Albersheim, sorry. But at any
22 rate, the topic that came up was that Qwest needed to
23 know the meet points, and I asked her what those meet
24 points were, and she deferred that question to you. Can
25 you tell me what the meet points are, what information

02331

1 with respect to meet points that Qwest needs to
2 provision line splitting or line sharing?

3 A. Well, on the DLEC's side, you would need to
4 know the CFA assignments from the DLEC to the cross
5 connects for the splitters.

6 Q. And when you say CFA assignments, can you
7 tell, for the record, say what CFA stands for?

8 A. I believe it's carrier facility assignment.

9 Q. So you need the CFA assignments for the
10 splitter?

11 A. It's for the tie cables to get back to the
12 IDF and also then the splitter, splitter cross connects,
13 if you will.

14 Q. I mean it's essentially the information that
15 tells the provisioner exactly where to take -- where the
16 tie cable has to go to link the voice circuit that's
17 coming into the frame to the data CLEC's equipment, the
18 line splitter and DSLAM that's necessary to split that
19 line; isn't that right?

20 A. Yes, it's the assignments that the
21 provisioner, which usually is Qwest at that time, doing
22 the cross connects to hook it up correctly.

23 Q. Now is the nature of that -- that information
24 is the same information -- or let me ask you this way, I
25 will ask it this way.

02332

1 It doesn't matter whether it is line
2 splitting or line sharing, Qwest still needs the same
3 information to provision the service, doesn't it, and
4 that is the CFA assignments?

5 A. To provision the service, that is correct.
6 But Qwest also needs to know is what type of service is
7 going on there for we can manage our network.

8 Q. And when you say Qwest needs to know what
9 type of service, what do you have in mind; what specific
10 information in the case of line splitting or line
11 sharing do you have in mind?

12 A. That would be information relating to what we
13 call spectrum management issues, and that would be
14 information that is required, or not required, yeah, is
15 required to know what spectrum class that a xDSL service
16 is going to fall into. Not to limit what we can put on
17 the lines, but to be able to manage our network and to
18 know what's out there so we're not interfering, or one
19 carrier is not interfering with another carrier.

20 Q. And that information would be required
21 whether it was a line sharing scenario or a line
22 splitting scenario; is that fair?

23 A. That's correct.

24 MS. HOPFENBECK: That's all I have, thank
25 you.

02333

1 JUDGE BERG: Mr. Harlow.

2 MR. HARLOW: Thank you, Your Honor.

3

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

5 BY MR. HARLOW:

6 Q. Good afternoon, Mr. Hubbard, I believe we met
7 a couple of times in the back of the room.

8 A. Yes, we have.

9 Q. Then you know I represent Covad. We in
10 questioning Mr. Buckley and actually starting with
11 Ms. Million started to describe the architecture of a
12 digital loop carrier or DLC fed loops, and we got so
13 far, and then we had to defer to you. So maybe just do
14 a quick review, and then take it from where they left
15 off.

16 And again, we're focusing now on a DLC fed
17 loop architecture. And starting at the central office,
18 which might be analogous as to kind of a branch and tree
19 architecture, central office being trunk, if you will,
20 and the first main branch that comes off from the
21 central office would be the feeder portion, which goes
22 to the remote terminal. Is that a fair way to look at
23 it?

24 A. Okay.

25 Q. Okay, just to visualize, because from the

02334

1 central office, you may have a number of these feeder
2 lines that go to a number of remote terminals?

3 A. Correct.

4 Q. And then from the remote terminal, each
5 remote might serve -- would serve at least one, but
6 perhaps a number of FDI's, so you would have further
7 branching from the remote terminals. Is that a good way
8 of looking at it?

9 A. It's a way to look at it. It depends on the
10 size, of course, of the DLC.

11 Q. Of course. Do you have any information for
12 us on kind of the average number of remotes that a Qwest
13 CO has connected to it?

14 A. Of remote terminals?

15 Q. Yes.

16 A. That are in a normal Qwest central office, I
17 don't know that there is even an average, and I have no
18 idea.

19 Q. Do you know how many COs Qwest has in
20 Washington?

21 A. 136.

22 Q. Do you know how many remotes Qwest has in
23 Washington?

24 A. No, I do not.

25 Q. Can you give us any kind of a ball park,

02335

1 would it be three or more, five or more, ten or more per
2 CO?

3 A. Well, it depends on the area. Take Seattle
4 main which feeds all of downtown, probably isn't any.
5 If you get out more into the suburban areas, you could
6 have, you know, I just don't know. You could have five
7 or something like that. I just don't know.

8 Q. So Bellevue Sherwood perhaps five give or
9 take?

10 A. Could be, I have no idea.

11 Q. In that same kind of an area, say Bellevue
12 Sherwood, are you familiar with that exchange area?

13 A. Familiar with the Bellevue Glencourt area; is
14 that the same?

15 Q. Glencourt serves downtown. Sherwood serves
16 out further.

17 A. Okay. I know the Bellevue area a little bit.

18 Q. Roughly how many FDI's might you expect to
19 find per remote in that kind of an area, suburban area?

20 A. Actually, most of the remote RT's that have
21 been placed usually only feeding one FDI.

22 Q. Do you know how many FDI's there are in
23 Washington?

24 A. There is, you know, there's one per
25 distribution area, and there are probably hundreds of

02336

1 distribution areas. I don't know.

2 Q. Would you say their order of magnitude
3 perhaps ten times as many FDIIs as there are COs?

4 A. Yeah, at least.

5 Q. Are you familiar with the term next
6 generation digital loop carrier or NGDLC?

7 A. The term is used pretty loosely, but I'm
8 familiar with the term by hearing it. I don't know, I
9 think Mr. Buckley explained it pretty well yesterday, I
10 think a lot of it is hype. I don't know whether one
11 person considers next generation digital loop carrier to
12 be a GR303 type compatible or what is a vendor trying to
13 say is next generation digital carrier. Usually by the
14 time we deploy something or somebody else deploys
15 something in the field, it's already outdated, and we're
16 into another next generation. But I have heard the
17 term.

18 Q. Does Qwest have deployed in Washington a
19 Litespan 2000 DLC?

20 A. Yes, that is the large carrier of choice in
21 the old Pacific Northwest region.

22 Q. And what are the basic capabilities of a
23 Litespan 2000?

24 A. I would have to go back a little bit on this
25 to when I was kind of designing some Litespan services.

02337

1 And at the time that I was putting in the capabilities
2 of the Litespan was basic POTS. And if you -- if it was
3 an integrated system and you built a DI group in there
4 for specials, you could also do unbundling that way if
5 it was an integrated system.

6 Q. And what does it mean to be an integrated
7 system; do you know?

8 A. An integrated system basically talks straight
9 to the switch from the RT.

10 Q. Are you familiar with a software release 9.1
11 for the Litespan 2000?

12 A. No, I am not completely familiar with it. If
13 you could tell me what it is, I could probably discuss
14 it with you a little bit.

15 Q. It's a software that allows the provision of
16 data services out of the IDLC or integrated DLC.

17 A. Could you tell me that again real quick?

18 Q. Well, I was trying to get more general.
19 You're aware I take it that through upgrades to the
20 Litespan 2000 DLC, it is probable to provide aDSL
21 service over the Litespan 2000 unit?

22 A. I know that the Litespan people were working
23 on this. I don't know if we have tested the capability
24 in our lab. I don't -- in fact, I know we're not using
25 it yet, so I don't know where that test is or if we are

02338

1 going to use it.

2 Q. Is the manufacturer of the Litespan offering
3 this capability at the present time?

4 A. That I don't know. I know, like I said, I
5 know they were going through tests. That's about all I
6 know.

7 Q. You just believe Qwest hasn't yet deployed or
8 ordered that new capability?

9 MS. ANDERL: Your Honor, I object to the form
10 of the question. It implies that the facility is
11 available, and I believe the record reflects the witness
12 does not know whether it's available yet or not.

13 MR. HARLOW: He reflected he knew it was
14 being tested.

15 JUDGE BERG: Well, to be absolutely frank
16 with the parties, I'm not clear of the phrasing of the
17 question itself, so I'm unable to make a clear ruling on
18 it.

19 Mr. Harlow, could you expand on the question
20 that you previously asked and the distinction between --

21 MR. HARLOW: I will withdraw the question.
22 We will approach it from a different angle.

23 JUDGE BERG: All right. You understand I'm
24 not looking for it to be withdrawn, I'm just trying to
25 understand the nuance between the two questions to

02339

1 understand.

2 CHAIRWOMAN SHOWALTER: He withdraw it.

3 MR. HARLOW: I think it's best to approach it
4 differently.

5 JUDGE BERG: All right.

6 MR. HARLOW: I don't want us to get bogged
7 down as we did with Ms. Brohl if we can avoid it.

8 BY MR. HARLOW:

9 Q. Are you familiar with SBC's project Pronto?

10 A. To a point, yes, I am. I reviewed the --
11 their architecture I believe when it first came out.
12 And I haven't really looked at it since, but I did look
13 at it at that time, yes.

14 Q. Could you describe that architecture in ways
15 that lawyers and administrative law judges and
16 commissioners can understand?

17 A. I will attempt. It's a -- project Pronto,
18 the way I understand it, is it's like a service that SBC
19 is selling. It's a managed data service that they're
20 selling to their customers and I think to the CLECs, but
21 I'm not completely sure on their business play. But
22 they sell what we call I guess a managed data service.
23 It has capability, it's data to customer, and all the
24 way back through the ATM into the IP Cloud, if you will.
25 And they manage -- the whole SBC manages through project

02340

1 Pronto the whole -- the whole play. It's not the way I
2 would say an unbundlable service even though they lease
3 it or sell it to a CLEC. It's not -- they manage it for
4 them. That's my understanding.

5 Q. And does the service carry, if you will, DSL
6 service?

7 A. That is the service I believe, yes.

8 Q. And does the service work over digital loop
9 carrier?

10 A. I'm not completely sure on that. I think it
11 may, yeah, that was their play.

12 Q. And is that because they're using something,
13 not getting into the details of it, but something
14 referred to as next generation digital loop carrier?

15 A. Well, like we said earlier, that's probably
16 their play of next generation digital loop carrier. As
17 I said, you know, what's next generation. By the time
18 it comes out, it's obsolete, so.

19 Q. Was it your understanding that the service
20 was merely hypothetical or in testing or that it was
21 actually being deployed by SBC?

22 A. That service was being deployed is my
23 understanding, that it had already been deployed, yes.

24 Q. At pages nine to ten of Ms. Million's
25 testimony, she described subloop unbundling as

02341

1 permitting access at any point where a technician can
2 access a transmission facility without removing a splice
3 case, and she deferred my question on this to you. What
4 exactly does this mean; can you describe what a splice
5 case is?

6 A. Sure.

7 Q. And maybe give us a better understanding of
8 that limitation.

9 A. Sure. A splice case, if you will, whether
10 it's above ground or in the underground, is a water
11 tight enclosure that we make our straight splices and
12 branch splices in, and it's closed tight. That's what a
13 splice case is, water tight. And any accessible,
14 technically feasible accessible place is where you can
15 access a subloop. The pairs are there.

16 Q. Would that place include an FDI box?

17 A. Yes.

18 Q. In the case of fiber, would that place
19 include an FDI box or does fiber terminate somewhere
20 else?

21 A. Fiber does not terminate in an FDI. That is
22 a copper facility only. Fiber would terminate somewhere
23 else.

24 Q. Where does fiber terminate?

25 A. I could be smart right here and say a fiber

02342

1 distribution panel, but that wouldn't get us anywhere
2 down the road.

3 Q. It would get us to another question probably.

4 A. It terminates at an end user customer's or
5 RTs, or it depends on how the RTs are being fed. It's
6 out there for a service, so it's somewhere -- it
7 terminates somewhere providing some type of service.

8 Q. Does Qwest have fiber in its network that
9 goes through some kind of a location where the fiber is
10 spliced, but perhaps there are no electronics, something
11 other than a remote terminal, talking about an outside
12 plant now, not in a central office?

13 A. It goes through where it's spliced, yes, we
14 have splices in the underground where it goes that are
15 in splice cases.

16 Q. And is the fiber spliced at remote terminals,
17 or does it terminate at a fiber distribution panel?

18 A. We have remote terminals to fibers that are
19 feeding remote terminals that terminate in a fiber
20 distribution panel, yes.

21 Q. So remote terminals, you could access dark
22 fiber by using a fiber distribution panel and a jumper
23 from one panel to another conceivably?

24 A. Conceivably if the fibers exist. A lot of
25 times in our remote terminals, if it takes four fibers

02343

1 to feed it, that's all we have run in there is four
2 fibers and terminated them. So if it exists, sure. If
3 it doesn't, you know, if it's not there, it's not there.

4 Q. Do fiber cables typically only have four
5 fibers in them?

6 A. They have -- they can range from 4 up to 244,
7 I believe. They can range quite high. There's a lot of
8 different sizes.

9 Q. Would Qwest typically run as few as four
10 fibers, that small of a cable to a remote terminal, or
11 would there typically be spare around?

12 A. What you usually do in feeding a remote
13 terminal is you have a larger fiber cable going by. In
14 the splice case, you might run up into there a 12 fiber
15 cable, if you will, or a 4 or an 8. You may have more
16 fibers there, but they're not spliced in the underground
17 to anywhere. The 4 fibers that are feeding the RT are
18 spliced all the way back to the central office. The
19 other fibers in most situations are not spliced back to
20 the central offices. They're laying there dead.

21 Q. So they're laying there dead at a splice
22 location somewhere?

23 A. Yes.

24 Q. And so in the case of the simple scenario
25 with the 4 fibers going to the RT, let's say you've got

02344

1 a 96 fiber cable, you've got 92 fibers then that are
2 dead as you put it? You've got 4 -- you've got a 96
3 fiber cable, you've got 4 spliced to the RT and 92 that
4 are dead in this simple hypothetical?

5 A. Well, and you're talking about from the main
6 line into the RT?

7 Q. Yes.

8 A. The main line probably 96. We wouldn't run
9 96 probably up into an RT, at the most probably 12. I
10 mean that -- and not necessarily that those 92 other
11 lines or whatever you said fiber lines in the main cable
12 are vacant. They could be used elsewhere.

13 Q. All right. Well, let's focus on the vacant
14 versus the used. The used ones then are spliced, and
15 they're in a splice case, correct?

16 A. Used ones and vacant ones, yes.

17 Q. Would the vacant ones be in a splice case?

18 MS. ANDERL: Your Honor, I object to the form
19 of the question. Mr. Harlow has completely lost me with
20 regard to the network architecture, and I therefore
21 object on the basis that it's vague and confusing. I'm
22 not able to follow what he's asking the witness.

23 MR. HARLOW: I'm trying to determine where
24 dark fiber is accessible without removing a splice case.

25 JUDGE BERG: That kind of direct question I

02345

1 think would be helpful.

2 MR. HARLOW: We're very close to that.

3 JUDGE BERG: I was losing touch with the core
4 subject as well.

5 BY MR. HARLOW:

6 Q. All right. Focusing then on the splicing
7 location, you've got however many that are used and
8 however many that are vacant, all right. I understand
9 that the used ones because they're being used, they're
10 spliced, and they're in a splice case, so they're not
11 accessible without removing the splice case. But then
12 as to the vacant ones, you said they're dead, but
13 they're not in a splice case.

14 MS. ANDERL: I still object, Your Honor, I
15 still have absolutely no idea whether they're under
16 ground, at the fiber distribution panel, in a remote
17 terminal, what's being used, what's not. I mean
18 Mr. Harlow just simply repeated all the factual
19 statements that he had made earlier, and I do not
20 believe that it properly sets up the question in a
21 manner that makes it clear to either me or the witness
22 what he's asking.

23 JUDGE BERG: Well, let me ask the witness
24 whether he understands what Mr. Harlow is talking about
25 or what other information that you need in order to give

02346

1 a response.

2 THE WITNESS: Maybe it would be clearer if I
3 gave a response before the question, and I can just set
4 this up.

5 MR. HARLOW: I will accept the response in
6 your own words.

7 JUDGE BERG: I understand all right you're
8 having trouble following it, but I'm, you know, most
9 concerned with whether this witness is able to help us
10 understand the context. If the witness doesn't
11 understand the context, then we need to figure out what
12 additional information is necessary for this witness to
13 answer.

14 CHAIRWOMAN SHOWALTER: But we also need a
15 question that makes it possible for the listener or
16 reader to know what the context is. If it's a question
17 without enough parameters to interpret the answer, then
18 we will not be certain whether this witness has in mind
19 the same things that we might have when we're reading
20 it.

21 JUDGE BERG: Which is what I'm trying to
22 explore with the witness to see if they're on the same
23 wavelength or not.

24 CHAIRWOMAN SHOWALTER: Well, what I want to
25 avoid is I don't want the witness and the questioner to

02347

1 be on the same wavelength if whatever wavelength that is
2 is not evident on the page, because I know that I don't
3 know what the wavelength is right now.

4 MS. ANDERL: Thank you, Your Honor, and I was
5 just going to suggest that if the question that
6 Mr. Harlow really is looking for an answer to is at what
7 points in the network is dark fiber accessible, then
8 maybe Mr. Hubbard could answer that question if he backs
9 us up and sets it up so that there is a description of
10 the fiber cable as it comes from the central office and
11 at what points fibers become available and at what
12 points they continue out into the network for other
13 uses. That's what's unclear to me is that Mr. Harlow
14 keeps referencing the splice cases and the dead fibers.
15 I get lost as to where we are in the network.

16 MR. HARLOW: Well, I think given the Bench's
17 confusion, I will try to clarify this a little bit, so I
18 will withdraw the question.

19 BY MR. HARLOW:

20 Q. And we will go with Ms. Anderl's question.
21 At what points in the network is unbundled dark fiber
22 accessible per Qwest's policies?

23 A. At the fiber distribution panel that has
24 terminated on.

25 Q. All right. And you indicated that typically

02348

1 you would bring all of that fiber from the mainline up
2 to the remote where the fiber distribution panel is; is
3 that correct?

4 A. Typically would not bring it all up there.
5 We may have dark fiber available at the RT. We have to
6 check that out. And there's a possibility that we may
7 not. And when I referred to dead fibers, that means
8 they're in the same sheath. I just refer to those as
9 they're not hooked to any other fibers that go all the
10 way back to the central office. When I say dead fibers,
11 they're between like a manhole and an RT, and they're
12 not spliced together, but they're in the same cable, if
13 you will, as all the other fibers.

14 Q. All right. Does Qwest currently allow CLECs
15 access to these what you call dead fibers, the ones that
16 aren't connected to anything yet?

17 A. Not at this time. They're in the splice
18 cases in the underground usually is where -- a splice
19 would have to be done in a splice case, and we don't at
20 this time access the splice cases.

21 Q. If the fiber has not yet been spliced, it's
22 this what you call the dead fiber, is that physically
23 located in a splice case if it's not spliced, or is it
24 sitting outside the splice cable?

25 A. Oh, no, it's physically in the splice case

02349

1 laying in fiber trays.

2 Q. Can it be removed from the splice case for a
3 CLEC to splice into it?

4 A. No, the splice case, no, you can't pull it
5 out. It has to remain in that splice case. It's a part
6 of the cable, if you will. It still remains within the
7 black sheath of the cable.

8 Q. All right. Then if there is dead fiber,
9 unspliced fiber, in a splice case and there is also
10 fiber between that splice case and a remote terminal
11 that's not spliced yet, will Qwest make that splice for
12 the CLEC to allow the CLEC to access the unbundled dark
13 fiber then at the remote terminal?

14 A. I don't know if I know for sure. A CLEC
15 could request under a BFR bona fide request that this be
16 done, so I don't know.

17 Q. Are you aware that Covad has canceled
18 collocation orders that it had previously placed with
19 Qwest?

20 A. Am I aware of that?

21 Q. Yes.

22 A. Not that I can recall right off the top of my
23 head or that I am not -- I am not sure.

24 Q. No specifics, do you have any general
25 understanding as to whether or not?

02350

1 A. Not completely unless we had some discussion
2 about it in the 271 workshops that I don't completely
3 remember.

4 Q. Another follow-up question that was deferred
5 to you, and that's the question regarding line splitting
6 with resold voice service. Were you here for those
7 questions of Ms. Brohl?

8 A. Yes, I was here.

9 Q. Can you answer that question? Is it
10 technically feasible to line split with a resold
11 service? And if you want me to give you an example, I
12 would be happy to do that.

13 A. Technically feasible over resold line, yes,
14 it's technically feasible. But I think resold line, is
15 that maybe combining a retail and a wholesale play, and
16 I'm not sure if we can even do that.

17 Q. Well, suppose that the resold line is being
18 resold by a CLEC and that a separate entity, a DLEC,
19 would like to install a splitter and provide data
20 service over that same line. You I believe agreed
21 that's technically feasible?

22 A. Yeah, it -- from a -- from my aspect, it's
23 technically feasible. I'm trying to think to the
24 systems side, and it would be -- I think it would be
25 kind of silly to do that anyway, because a UNE-P is

02351

1 cheaper than a resold line, if I remember my numbers
2 right. But system wide, I don't know right off the top
3 of my head how we would track that.

4 Q. When you say systems, you mean like OSS and
5 billing?

6 A. Yes.

7 Q. Okay, let's get a little more into the
8 details then in terms of types of voice lines that are
9 compatible with line splitting.

10 JUDGE BERG: Excuse me, Mr. Harlow, how much
11 longer cross-examination?

12 MR. HARLOW: Less than five minutes. I will
13 be finished by 3:00 unless we have an objection.

14 JUDGE BERG: Off the record for a moment.

15 (Discussion off the record.)

16 JUDGE BERG: Let's finish, Mr. Harlow.

17 BY MR. HARLOW:

18 Q. Again, from the technical feasibility
19 standpoint only, can a DSL service be provided on a
20 shared or split basis with Centrex voice service?

21 A. Technically feasible, yes.

22 Q. What about public access line service? If
23 you need to distinguish between basic and smart path,
24 that would be okay.

25 A. I'm not sure I even know what public access

02352

1 line service is.

2 Q. It provides service to pay phones.

3 A. Oh, I can't talk about modern pay phones, but
4 the old pay phones was a ground start type of system,
5 and I don't think you could line share with that,
6 because I don't think it would work.

7 Q. When you mean the old style, you mean the
8 coin control --

9 A. Yeah, so I don't know about the new ones.

10 Q. You've got to let me finish my question, or
11 the court reporter can't get it.

12 When you talk about old style pay phone, do
13 you mean the kind where the coin control is at the
14 central office?

15 A. The old ground start ones, yes, I believe
16 that's true.

17 Q. All right.

18 A. I don't think it's even --

19 Q. You --

20 A. You couldn't do it, it's not technically
21 feasible as far as I know. You would throw ground on
22 the line.

23 MR. HARLOW: Thank you, Mr. Hubbard, that's
24 all the questions I have.

25 JUDGE BERG: All right, the commissioners

02353

1 have a commitment that will take until 3:20, at which
2 time we will be back on the Bench.

3 (Brief recess.)

4 JUDGE BERG: Mr. Harlow, would you continue
5 with your questions for this witness.

6 MR. HARLOW: I believe I concluded, Your
7 Honor.

8 JUDGE BERG: All right then, Ms. Tennyson.

9 MS. TENNYSON: Thank you.

10

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

12 BY MS. TENNYSON:

13 Q. Mr. Hubbard, Ms. Brohl was asked to answer
14 the question of what percentage of the Washington
15 central offices are provisioned with an integrated DSLAM
16 splitter, and she deferred that to you. Are you able to
17 answer that?

18 A. Yes, there's approximately 134 central
19 offices, including those in the state of Washington. 50
20 of them we have are Qwest DSL, and they're all
21 integrated with the splitters. That's the type of DSLAM
22 that Qwest deploys, so it's about, what, 36%, something
23 like that.

24 Q. A number is probably better than a percent,
25 thank you.

02354

1 Now earlier in your testimony, you had -- you
2 answered a question and talked about different sizes of
3 splitters or a different number of ports. For an
4 integrated DSLAM, can you tell me what are the options
5 that one has in terms of how many lines they're capable
6 of splitting?

7 A. I believe the type of equipment that Qwest
8 utilizes, and I'm sure there's different sizes, but I
9 think our DSLAM that we utilize is a 544 lines or ports.

10 Q. So the DSLAM -- what I'm looking at is if you
11 have an integrated DSLAM splitter so it would -- so you
12 would have 544 ports coming in, would it split that many
13 lines?

14 A. Ports is a line in my reference there.

15 Q. And in this case, are lines and ports also
16 synonymous with the number of end users it would serve?

17 A. Yeah, I guess you could reference it that
18 way, yeah.

19 Q. Just Mr. Harlow had used the term end user
20 when he had asked his question, I had used the term
21 line, I just wanted to make sure, are we generally
22 talking about the same thing?

23 A. We're generally talking about the same thing,
24 yes.

25 Q. In terms of a stand alone splitter, can you

02355

1 tell me how many lines a stand alone splitter would be
2 capable of splitting?

3 A. You mean such as a DLEC deploys?

4 Q. Yes.

5 A. Okay, stand alone splitters, they range in
6 size from a 16 port or line splitter. Most of the ones
7 in the common areas that the CLECs have chosen to place
8 are a 96 line. Covad originally went in with I believe
9 a different model than they're using right now which was
10 192 line splitter. They also have -- vendors have
11 splitters on the market that range up to I think around
12 500 lines. There's different sizes, different
13 manufacturers, differ vendors, but they're as small as
14 16 lines up to, I don't know, 500 or so I guess.

15 Q. And referring to your testimony Exhibit
16 T-1100, you discuss the proposal that Mr. England,
17 Dr. England and Mr. Stanker had made, and you describe
18 that as loop splitting and not line splitting.

19 A. Yes, what they have described in their
20 testimonies and I filed rebuttal against was one CLEC
21 providing voice from their cage and another DLEC
22 providing DSL from their cage basically.

23 Q. Is that our upstairs, downstairs house, the
24 last example that the Chair --

25 A. I'm sure I'm going to get into the house

02356

1 discussion in a little bit, but let me try to explain it
2 in my way first. One of the CLECs, we have said now in
3 the 271 workshops that either a DLEC or a CLEC can be
4 the owner or leaser of the unbundled loop. They would
5 take an outside pair, if you will, an unbundled loop,
6 and run straight to their cage, whoever -- whoever is
7 the owner of it. And it could be the CLEC providing
8 their own voice from their own switch.

9 That's not a UNE-P, and that was my
10 interpretation of what this hearing was costing was a
11 UNE-P type of scenario. So that's why I filed rebuttal
12 in this case, because that -- they're just accessing the
13 unbundled loop, and that's basically through a
14 collocation type of process.

15 Q. And just to clarify for me, for my benefit
16 here, the UNE-P would be a combination of a loop and
17 local circuit switching and shared transport, but in the
18 scenario you described, they wouldn't be purchasing the
19 switching?

20 A. It was not only in my scenario but the
21 scenario by the AT&T witnesses. They went straight to
22 their cage, they would be providing switched access from
23 either their cage or from their switch somewhere in
24 their network. It bypassed our switching network.

25 Q. Do you know whether if Qwest were to provide

02357

1 that, would there be additional OSS cost to develop that
2 method of providing access?

3 A. If Qwest were to provide their scenario?

4 Q. Yes.

5 A. Their scenario, they have always been able to
6 have access to this, and I believe I even stated that in
7 Phase I of this docket, that they could have. And I
8 believe it was Greg Kopta, the attorney that questioned
9 me on this. They have always had access to the loop
10 through collocation, and they can go through the
11 collocation process of CLEC to CLEC cross connects,
12 which is an element under collocation, to connect to a
13 DLEC. So they have always had this process. It was
14 just at the time we had never had anybody request it, so
15 we didn't have a -- we don't have a product for it.
16 They have the availability to do this under collocation.

17 MS. TENNYSON: Okay, I have nothing further.
18 Thank you.

19

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

21 BY DR. GABEL:

22 Q. Good afternoon, Mr. Hubbard, I just have a
23 few short questions for you. First, earlier I was
24 asking Ms. Brohl about the provision of line splitting
25 on only one of the five UNE platform combinations

02358

1 offered by U S West Qwest, and she said for an
2 explanation on why it's not available under the other
3 four platforms, I should defer that question to you.
4 And, Mr. Hubbard, I only want to ask about the one type
5 she mentioned, and that was, is it possible to do line
6 splitting with the -- or line sharing on the PBX trunks,
7 or is it the problem with the ground start, that it's
8 not possible with PBX trunks?

9 A. You're looking at a trunking side, that's
10 providing more than just a line, so you're going out to
11 a PBX location. The line splitting, sharing, whatever
12 would have to start at that end user, end user/customer,
13 if you would. You couldn't do it on the transport
14 piece. Technically I don't know. I think it does have
15 to do with the PBX type of service.

16 Q. Which is typically ground start?

17 A. Which is typically ground start, so you
18 couldn't do that.

19 Q. All right. In response to questions from
20 Ms. Steele this afternoon, you discussed the use of the
21 main distribution frames; do you recall that line of
22 cross-examination?

23 A. Yes.

24 Q. And did I understand correctly that it is
25 your belief that when there is a COSMIC frame in an

02359

1 office, Qwest uses an intermediate distribution frame to
2 reach its DSLAMs?

3 A. It's my belief, yes.

4 Q. Okay. And did I also understand correctly
5 that you stated that in offices with less than 10,000
6 lines, Qwest would not use an intermediate distribution
7 frame?

8 A. That was my statement, I believe. In most
9 offices, 10,000 lines or less are very, very small
10 offices. And what we call -- would call an IDF there
11 would be right on the back side of the MDF. That's why
12 we said they can be mounted on an MDF in small offices,
13 because IDF in those really small offices doesn't really
14 exist per se.

15 Q. All right. Then my question is, for those
16 offices that have more than 10,000 lines, how frequently
17 are you using a COSMIC frame as opposed to a more
18 traditional main distribution frame?

19 A. You know, in the state of Washington, I can't
20 say for sure. I'm not sure I can say in any state
21 really of how many times we use COSMICs. Most of the
22 offices that I have been in larger than that are COSMIC
23 frames, and I would say almost just about all of them,
24 now I can't think of any that are, there probably are,
25 but I can't think of any.

02360

1 Q. Finally, earlier today Ms. Brohl talked about
2 providing aDSL service on a line that did not have
3 voice; were you present when she testified on that
4 topic?

5 A. Yes, I was.

6 Q. Did I understand correctly that she stated
7 that it was her understanding that it's not physically
8 possible to provide DSL on a loop that didn't have voice
9 service; did you understand her to testify?

10 A. That's what she said.

11 Q. And is that your understanding?

12 A. And actually at lunch I did some checking,
13 and technically feasible, it is technically feasible.
14 Our standpoint, we want to -- Qwest wants to recover the
15 full price of a loop. So if they're on there alone,
16 they would be paying the full price of the loop.

17 Q. And wasn't that the situation before the
18 FCC's line sharing order, that DSL service would be
19 provided on a stand alone basis to the DLEC, and the
20 DLEC would pay for the full cost of the loop?

21 A. Yes, it was.

22 DR. GABEL: Okay, thank you.

23 JUDGE BERG: Madam Chair.

24

25

E X A M I N A T I O N

02361

1 BY CHAIRWOMAN SHOWALTER:

2 Q. I just want to try to understand loop
3 splitting a little bit better. I read the testimony,
4 and I have heard your testimony, and I'm still not sure
5 it's sinking in. I do understand that line splitting is
6 where a CLEC leases the whole UNE-P, which equals loop
7 plus switch plus shared transport; is that right?

8 A. That is correct.

9 Q. And then in the discretion of the CLEC, the
10 CLEC may make an arrangement for leasing part of that to
11 a DLEC?

12 A. Yeah, at their discretion they can charge
13 whatever they want I guess.

14 Q. But the financial arrangement is between
15 them?

16 A. Absolutely.

17 Q. All right. But in loop splitting as opposed
18 to line splitting, you say that the CLEC does not lease
19 the entire UNE-P but is providing some elements itself
20 such as switching.

21 A. That is correct. When you look at their
22 drawing, Mr. Stanker's drawing, basically he just
23 accessed the loop that runs from the MDF or COSMIC frame
24 out to the customer's house. They bring that right
25 straight into their collocation arrangement, and then

02362

1 they provide the switching, whether it's through
2 equipment at their collocation site or somewhere else.
3 They provide the switching or the access to the PSTN,
4 public switch telephone network. Our switch is not
5 involved in that. That's what they have described.

6 Q. Okay. But then with loop splitting, it's
7 their own switch, but they then make an arrangement with
8 a DLEC, for example, to provide data services over the
9 same loop; is that right?

10 A. Yes.

11 Q. And I understand the distinction you're
12 making, and now I'm trying to understand why that
13 distinction makes a difference in our setting.

14 A. If I could explain from my perspective a
15 little bit and try to clear this up, I hope, or I might
16 muddy it a little bit more, one or the other. It has to
17 do with who is providing switching capabilities. If
18 Qwest is providing the switch, then we call that, of
19 course, a UNE-P platform, and we allow the line
20 splitting to happen. That's just a change of building
21 ownership for the whole platform. And with a CLEC
22 providing the voice, we had to designate between line
23 splitting on an ownership, because they would have the
24 ownership of providing the voice. So it's not our
25 voice, it's not our switch. Our switch is now out of

02363

1 the equation. It's their central office switch, if you
2 will, providing that. Now it would be line splitting
3 for them.

4 Q. Right.

5 A. But it's not for Qwest, because it would be
6 line splitting for them. That's my distinction or
7 difference between the two.

8 Q. All right.

9 A. And so I had to designate between -- with all
10 of Qwest's services. This looks different, and it is a
11 different scenario than a UNE-P line splitting
12 arrangement. That's why we call it loop splitting.

13 Q. And --

14 A. I'm not sure I helped you.

15 Q. No, you did. I understand the distinction.
16 I'm just trying to say -- I'm trying to understand what
17 difference that distinction makes, and I just want to
18 take it the next step.

19 A. Sure.

20 Q. I think it probably does, but I can't
21 articulate it. Does the ownership of the switch by the
22 CLEC then change the relationship of the ILEC to that
23 operation, or does it change what our role is with
24 respect to that operation?

25 A. I believe it would change the -- it would

02364

1 change the roll of Qwest, because they are leasing just
2 the loop from the central office to the customer. We
3 would not be providing any switching capabilities over
4 that. They're just getting bare wires, and they're
5 doing everything else on their bare wires. In a UNE-P
6 platform, we not only have a pair of wires, but we have
7 everything else to make that pair of wires work.

8 Q. Okay. I feel I will disappoint you if I
9 don't ask you about the leased houses, but I'm not sure
10 I do have a question, unless you think that there was
11 anything in the discussion I had with the previous
12 witness that was inapt where the metaphor really doesn't
13 work very well. I was doing this not so much to lead to
14 any particular answer as to just to try to tease out the
15 different situations that we might be talking about in
16 this proceeding.

17 A. I think one of the muddy parts in the houses
18 we have just cleared up. I believe that was one of the
19 scenarios, correct?

20 Q. Well --

21 A. Kind of one of the scenarios.

22 Q. It might or might not be, I suppose. I think
23 it probably isn't. I think we're probably talking about
24 somebody, one person owns the attic and the other owns
25 the downstairs, I don't really know. Because I think

02365

1 what you have introduced in the scenario we were just
2 talking about is that someone, let's see, there's really
3 a different division of ownership, ultimate ownership.
4 All the scenarios I was talking about I think were
5 presuming ownership by the ILEC with different parts
6 leased out, but the introduction of a switch which is
7 actually owned by somebody else, may change it. We
8 don't know.

9 A. Yeah.

10 Q. And in any event, I think since I was
11 thinking about the very last scenario I was discussing,
12 I was -- it was the scenario where the ILEC owns the
13 house, that is owns the whole combination or platform,
14 but is separately leasing one part of it to a CLEC and
15 another part of it to a DLEC, with the relationship
16 going from the CLEC to the ILEC and the DLEC to the
17 ILEC, but not a particular relationship between the two
18 renters, so to speak. And I'm not sure that particular
19 scenario leads anywhere. I was just trying to express
20 all the possibilities. Among other things, it would
21 mean if that were an arrangement, then I believe a price
22 would have to be determined for each of those services
23 from the ILEC to the CLEC or the DLEC as opposed to
24 leaving the arrangement to be determined between the
25 ILEC and DLEC.

02366

1 A. Yeah, I'm not sure that we didn't have a
2 minor discussion about this last August in Phase I.

3 Q. I think that's right.

4 A. I think we did.

5 Q. It's kind of coming back to me, and that was
6 one of the issues that we talked about.

7 A. Yeah, it was. And I think I explained at
8 that time, and I will try again. We're not in a
9 policing business or to build two different or try to
10 get, if we lost a voice customer, trying to get someone
11 else to move in there to recover that cost of the
12 unbundled loop. We're still in the position that we
13 lease an unbundled loop or UNE-P or whatever it is as a
14 whole. And if you want to -- if someone else wants to
15 divide it, if they have an opportunity to make more
16 money than what we would charge, I assume, I don't know
17 anybody's billing structure, but they have an
18 opportunity to recoup their costs or do whatever. But
19 we're not in a policing business or to try to get
20 somebody else to move into that apartment to take the
21 voice.

22 Q. Right, and so that might be one reason not to
23 insist on that arrangement, but actually then the
24 scenario you were just talking about of collocation and
25 loop splitting, it really isn't that. That's a CLEC and

02367

1 a DLEC with their own arrangements, their own
2 independent arrangements.

3 A. Yeah.

4 Q. And then they join together, is that --

5 A. Right, and it's whoever is owner of record
6 that we bill.

7 CHAIRWOMAN SHOWALTER: Okay, well, thank you.

8 JUDGE BERG: Thank you.

9

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

11 BY COMMISSIONER HEMSTAD:

12 Q. Well, pursuing just for a moment further the
13 loop splitting issue. It was your oral testimony here
14 that loop splitting is available under collocation, and
15 then your end of your written testimony, you say loop
16 splitting should not be included in Part B. Is that
17 result because what's already priced out, and those are
18 because it's available on the collocation, the CLEC gets
19 access to the entire loop, and they can do whatever it
20 wants, but that's already priced, and therefore it's
21 irrelevant to this proceeding?

22 A. That was my opinion, yes, that those costs
23 have already been established through collocation. They
24 have had the availability, they could have been doing
25 that all along if they really wanted to, and I didn't

02368

1 see it as a part of a UNE-P type of cost hearing.

2 Q. Well, then I can ask this question of those
3 witnesses, but then why in your view are they raising
4 the issue here?

5 A. I can't speak for them. I don't know. It
6 may come from what they're doing in other states. I
7 really don't know why they raised that issue unless they
8 didn't understand the issue. I can't speak to that.

9 COMMISSIONER HEMSTAD: That's all I have.

10 JUDGE BERG: Dr. Gabel, did you have any
11 other questions?

12

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

14 BY DR. GABEL:

15 Q. Sorry, just I would like to ask you about
16 Exhibit 1102 briefly.

17 A. I thought we were going to let these slide.

18 Q. No. Am I correct the first page has a ring
19 architecture, and the second page has a collapsed ring?

20 A. Yes, and I had these very quickly drawn up
21 and faxed to me to kind of help that discussion a little
22 bit, which was a couple of days ago. So this was just
23 to try and help a little bit.

24 Q. Do you know in Qwest's loop studies, are you
25 modeling a ring or a collapsed ring architecture?

02369

1 A. I believe they spoke to that, that they were,
2 yes.

3 Q. That they were doing which, are they doing
4 both or one?

5 A. I believe they were -- I believe they said
6 they were doing both, yes.

7 DR. GABEL: Okay, thank you.

8 MS. STEELE: I do have a little bit of follow
9 up.

10

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

12 BY MS. STEELE:

13 Q. Let's talk about loop splitting and line
14 splitting again just briefly.

15 A. Okay.

16 Q. Sorry. In the loop splitting scenario, you
17 have the CLEC has the loop in its own switch. And in
18 the line splitting scenario, as you have testified,
19 we're talking about a CLEC UNE-P. That's the
20 distinction in your mind?

21 A. That's the distinction that I make, yes.

22 Q. Now in both of those circumstances, the CLEC
23 makes an arrangement with a DLEC to provide the DSL; is
24 that right?

25 A. Yes.

02370

1 Q. Now the costs to the DLEC for collocation,
2 assuming the same collocation architecture in both the
3 loop splitting and the line splitting situation, in your
4 mind, should those be different?

5 A. Let me -- should the -- are you asking if the
6 architecture should be different?

7 Q. Well, I --

8 A. And the costing should be different?

9 Q. I actually asked the second of those, but why
10 don't I ask, will the DLEC's architecture be different
11 for collocation in a line splitting situation than in
12 the loop splitting situation?

13 A. In the loop splitting, you have taken our
14 switch out of it, so you have taken half of our side out
15 of this. It would -- it would look a little bit
16 different, but instead of our central or our switch
17 there, the collocation cage area would be a switch. So
18 the architecture from their point starting there would
19 look pretty close to the same.

20 Q. And would the costs in your view, should the
21 costs be different?

22 A. I don't know the collocation costs to run ITP
23 pairs back to the collocation cage, so I don't know.

24 Q. How many central offices in Washington have
25 you been in?

02371

1 A. Well, I was tactical planner for Eastern
2 Washington, so I have been in quite a few there. In
3 fact, most of them in Spokane, Hudson, Riverview,
4 Riverside, Riverview, Moses Lake, and in Seattle, gosh,
5 Main and Bellevue, Glencourt, and so I have been in
6 quite a few.

7 Q. Are there any central offices in Washington
8 where Qwest -- where the central office is larger than
9 10,000 lines and Qwest uses an MDF rather than a COSMIC?

10 A. I don't know that for sure.

11 Q. And you testified that Qwest uses an IDF
12 where it uses a COSMIC. Does Qwest use an IDF where it
13 uses a main distribution frame rather than a COSMIC?

14 A. Yes.

15 MS. STEELE: That's all the questions I have.

16 JUDGE BERG: Redirect, Ms. Anderl?

17 MR. HARLOW: I have.

18 JUDGE BERG: Mr. Harlow, excuse me.

19

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

21 BY MR. HARLOW:

22 Q. I just have one follow up, Mr. Hubbard, and
23 it's on a response you made to Chairwoman Showalter that
24 whoever is the owner of the loop of record is who Qwest
25 bills. Could a DLEC who has the whole loop for DSL

02372

1 service let a CLEC add voice service on that loop on a
2 UNE-P basis?

3 A. I'm trying to think through this scenario, a
4 UNE-P. Well, it would be a little tough, because a
5 UNE-P has an existing loop on it usually. You would be
6 traveling over two different loops. Can one change a
7 loop to the other? There would be change fees and
8 stuff, but --

9 Q. Well, as a technical feasibility matter, I
10 think we have been for the most part assuming that
11 you're going to take an existing voice loop with or
12 without DSL service on it and convert it to UNE-P. And
13 in the line splitting scenario, you assume that in fact
14 it does have DSL running over it. But is there any
15 technical reason why it couldn't go the other way, why a
16 dedicated -- a loop that is currently dedicated to DSL
17 couldn't be reconnected to the voice network, a splitter
18 added, and a CLEC begin to line split using UNE-P on
19 that former DSL loop?

20 A. No technical reason. And, in fact, I believe
21 in the Arizona 271 loop workshop, we did say that it was
22 possible that we could probably do that on one or two
23 LSRs to facilitate that change.

24 Q. And is Qwest proposing to make that available
25 in Washington?

02373

1 A. If we make it available somewhere, we make it
2 available everywhere, as far as I know.

3 Q. Okay. Do you got all of the necessary
4 costing and pricing elements before the Commission in
5 this proceeding or perhaps already on file in your
6 interconnection tariff?

7 A. I guess I would assume that. I mean there
8 would be change fees and stuff, but I'm sure there would
9 be.

10 MR. HARLOW: Okay, thank you.

11 THE WITNESS: I don't know.

12

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

14 BY CHAIRWOMAN SHOWALTER:

15 Q. Could I just ask a follow up on that
16 scenario. Is that scenario as described, did that
17 convert a DLEC loop lease into a line splitting
18 arrangement because now there is a UNE-P involved?

19 A. I believe we just did that, yes.

20 Q. Okay. The changes would result in line
21 splitting under that scenario?

22 A. (Nodding head.)

23 JUDGE BERG: All right, Ms. Anderl.

24 MS. HOPFENBECK: Just a point of
25 clarification, should Mr. Hubbard's answer be recorded

02374

1 as a yes instead of -- I don't think he really gave an
2 oral answer to the Chairwoman's last question.

3 THE WITNESS: I'm sorry.

4 A. Yes.

5 MS. HOPFENBECK: He did nod.

6

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

8 BY MS. ANDERL:

9 Q. Mr. Hubbard, if the scenario existed such as
10 Mr. Harlow described where the loop was dedicated to the
11 data LEC and it was being used for data only, would it
12 be connected with the Qwest switch at that time?

13 A. No, it would not.

14 Q. And in order for UNE-P voice to be provided,
15 would it need to be connected to the Qwest switch?

16 A. Yes, it would.

17 Q. What is required to reconfigure the loop in
18 that way?

19 A. Well, they would -- the data CLEC would run
20 from -- I have to describe the current arrangement, and
21 then I will go through the change. The current
22 arrangement, the data CLEC would have the whole
23 unbundled loop. It would run from their cage usually
24 through an IDF to the MDF and out to the end user
25 customer. Now to change that, you would, at the IDF,

02375

1 you would have to break that connection, run through --
2 run the data side through a splitter on the outside
3 plant side, basically through a splitter, and then you
4 would have to connect the voice or the switch side and
5 bring it all the way back from our switch and to the
6 COSMIC and then over to the IDF to hook up to the
7 splitter, then to have voice and data go out. So there
8 would be quite a few different connections to be done.

9 Q. And is it your testimony that to the extent
10 that the CLEC and/or the data LEC are willing to pay all
11 the appropriate nonrecurring charges and collocation
12 charges for that work as well as self provision a
13 splitter that would then become necessary, that Qwest is
14 willing to do that?

15 A. Yes.

16 Q. If the DLEC is providing data only on that
17 dedicated loop, there hasn't up until that point been a
18 need for a splitter; is that right?

19 A. No, there has not.

20 Q. Now there was some discussion about line
21 splitting, line sharing, and loop splitting. There was
22 actually quite a bit of that discussion. And let me
23 just ask you, is it your understanding that the physical
24 architecture is contemplated to be the same between line
25 sharing and line splitting?

02376

1 A. The architecture is the same, yes.

2 Q. And that's when it's line splitting over
3 UNE-P; is that right?

4 A. That is correct.

5 Q. And when it is loop splitting as you have
6 described it, is the physical architecture in the
7 central office the same as when it is line sharing?

8 A. No, it is not.

9 Q. Is an IDF or ICDF a standard Qwest
10 engineering practice?

11 A. Yes, it is, and actually it's a -- was a
12 standard AT&T practice, and that's where we have used
13 their modules for the COSMIC frame, and which requires
14 IDFs to be placed throughout the central office to hook
15 up equipment. So in reality, it was originally an AT&T
16 design.

17 Q. The COSMIC frame is an AT&T design?

18 A. Well, it's Lucent now, but it was AT&T to
19 begin with.

20 Q. So for any of our offices, any Qwest or U S
21 West offices that were constructed prior to divestiture,
22 that would have been an AT&T mandated architecture?

23 A. Yes, it was mandated architecture.

24 Q. You answered how many central offices there
25 are, how many Qwest central offices there are in

02377

1 Washington. Do you recall that?

2 A. Yes, I do.

3 Q. Do you also know how many there are that have
4 fewer than 10,000 lines?

5 A. Yes, out of the 134, there's 63 that have
6 less than 10,000 lines.

7 Q. In each of those 63 offices, if a DLEC wished
8 to collocate its splitter on the main distribution
9 frame, Qwest would allow that under the line sharing
10 agreement?

11 A. Under the line sharing agreement, that's
12 already stipulated that they can do that in those 63
13 offices, yes.

14 Q. Do you know if any of them have?

15 A. As I stated earlier, I believe in Washington
16 that the DLECs have went into more offices than we have.
17 I know there was some that were going into tier two and
18 tier three offices, which are your smaller offices, so I
19 do assume that there are some.

20 Q. Is the information with regard to the central
21 offices where Qwest has deployed DSL confidential, or is
22 it available on a web site or other data base that the
23 CLECs can access?

24 A. The information of where Qwest has deployed
25 our DSLs is available on the ICON database that all the

02378

1 CLECs have access to. It's under the network disclosure
2 piece of the ICON database, so they do have access to
3 that information.

4 Q. You were asked some questions about the
5 availability and accessibility of dark fiber; do you
6 remember those?

7 A. Yes.

8 Q. Was it your testimony that Qwest will not
9 allow a CLEC to access dark fiber within a splice case
10 or if it is necessary to open a splice case to do so?

11 A. That is my testimony, yes.

12 Q. And why is that?

13 A. That's a build. We would have to have
14 construction forces go out and pop the splice case and
15 make the splices, fiber splices. Time consuming and a
16 little expensive. So that's one of the reasons. Plus I
17 think the FCC says that or they stated that we do not
18 have to open splice cases for access to fiber.

19 MS. ANDERL: If I might just have a moment,
20 Your Honor.

21 Just a few more.

22 (Discussion on the Bench.)

23 JUDGE BERG: Ms. Steele, any questions?

24 MS. ANDERL: I'm sorry, Your Honor, I said
25 just a few more, but I was waiting.

02379

1 JUDGE BERG: Oh, just a few more, I'm sorry.

2 BY MS. ANDERL:

3 Q. Mr. Hubbard, going back to the loop splitting
4 issue that you discussed earlier, I'm going to describe
5 for you a couple of ways that that loop splitting might
6 be accomplished and ask you if you could tell me if
7 those are correct from a technical basis.

8 A. Okay.

9 Q. First would be where the unbundled loop goes
10 directly to the CLEC collocation from the --

11 A. Right, that --

12 Q. -- ICDF.

13 A. That's correct.

14 Q. And the CLEC and the DLEC accomplish the
15 splitting of the voice from the data in the collocation
16 installations.

17 A. That's an option, yes, they can have a direct
18 connection all the way back to the cage.

19 Q. And then there's another option to accomplish
20 loop splitting where the unbundled loop is split on the
21 ICDF, and Qwest facilities are used to route the data
22 and voice traffic to the DLEC and CLEC respectively.

23 A. That's correct.

24 Q. And does the second option in your
25 understanding have OSS considerations because of the

02380

1 need to inventory the various points of termination?

2 A. Well, I think it does, yes. You do have to
3 inventory both points of connection on that for the CFA
4 assignments that are required, so it would have OSS.

5 Q. And do you have an understanding of whether
6 or not Qwest maintains an inventory of its plant
7 facilities in different databases depending on whether
8 it's an inventory of the plain unbundled loop or the
9 inventory of an actual working line?

10 A. Yeah, an unbundled loop is in our TIRKS
11 database, which is trunk inventory records system, I
12 think. That's where we keep the unbundled loops. It's
13 like a design service, so it's in our TIRKS database.
14 All the tie pairs, the information within the central
15 office for line sharing or line splitting is in the
16 switch data base. That's in the line sharing agreements
17 that we made with the CLECs, and as discussed in Part A
18 of this, we rolled the CFA assignments that were to be
19 used by the CLECs from the TIRKS data base, they used to
20 be in the TIRKS data base, rolled them all then into the
21 switch data base to facilitate flow through assignments
22 for the CLECs and DLECs in line sharing. With the
23 unbundled loops in the TIRKS data base, TIRKS doesn't
24 talk to switch, so there's huge OSS system problems to
25 facilitate flow through in a loop splitting type of

02381

1 arrangement.

2 MS. ANDERL: Thank you, Mr. Hubbard, those
3 are all my questions.

4 MS. HOPFENBECK: Sorry, I have to ask one
5 question based on that.

6

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

8 BY MS. HOPFENBECK:

9 Q. You have referenced the line sharing
10 agreement that Qwest entered into with a number of data
11 LECs a number of times.

12 A. Yes.

13 Q. Are you aware of who the parties are to that
14 agreement?

15 A. You know, I was in all of the original
16 negotiations. I have been involved with line sharing
17 since it was a gleam in the FCC's eye, but I do know I
18 probably couldn't rattle off the 14 that signed the
19 original agreement that was signed in Minnesota.

20 Q. But not --

21 A. We came up and finally we got a 14 state
22 agreement done, and I believe there's only four that
23 have signed it.

24 Q. But it's true that WorldCom, MCI WorldCom is
25 not a signatory to that agreement; isn't that true?

02382

1 A. I think that is true, that you decided not to
2 play in the line sharing arrangement we discussed.

3 Q. And so when you say that Qwest made changes
4 to its OSS to accommodate the CLECs and DLECs who had
5 executed that agreement, it was limited to accommodation
6 of those signatories and not the universe of CLECs and
7 DLECs operating in the state of Washington; is that
8 fair?

9 A. No, I see where you're going. I don't think
10 that's a complete fair assessment on your part. We put
11 notifications out to every operating company, CLEC,
12 DLEC, AT&T, WorldCom, and asked who wanted to play
13 through the field trials and enter into agreements. If
14 they have chosen not to, they had the opportunity to
15 play from the very beginning.

16 Q. My question was in response to your answer.
17 I mean your answer, what you stated to Ms. Anderl was
18 that you made these changes to accommodate the CLECs and
19 DLECs who had executed that agreement, and I wanted to
20 -- basically wanted to confirm that WorldCom was not
21 among those signatories to that agreement; that's true,
22 right?

23 A. And I believe I did answer that. You chose
24 not to play in that agreement, so the arrangements that
25 we made with the other DLECs, you could have been in

02383

1 that arrangement to play also.

2 Q. And you don't have any knowledge of the
3 reasons why a carrier such as WorldCom might not have
4 chosen to execute that agreement. Their interests could
5 have been different than the signatories to the
6 agreement; would you agree?

7 A. That's possible, yes.

8 MS. HOPFENBECK: Nothing further.

9 JUDGE BERG: All right.

10 CHAIRWOMAN SHOWALTER: I have a follow-up
11 question to one of Ms. Anderl's questions.

12

13

E X A M I N A T I O N

14 BY CHAIRWOMAN SHOWALTER:

15 Q. I think I heard you say that Washington has
16 134 central offices, that 63 of those have less than
17 10,000 lines, and that in those it is okay for a CLEC to
18 use your splitter; is that what I heard you say?

19 A. Oh, no, not at all.

20 Q. Well, what did you say?

21 A. We don't have a splitter there.

22 Q. That's what I thought, and I was going to ask
23 you -- I was going to have to then go back to some
24 previous questions. Well, then what was --

25 A. No, it was the mounting, a location to place

02384

1 a DLEC owned splitter. In those offices under 10,000
2 lines, we said that they could mount them on the MDF,
3 which is usually the back side of the MDF.

4 CHAIRWOMAN SHOWALTER: Thank you.

5 THE WITNESS: You're welcome.

6 JUDGE BERG: All right, it appears there's no
7 further questions. Mr. Hubbard, thank you very much for
8 being here and testifying today. You're excused from
9 the hearing.

10 Let's be off the record for just a moment
11 while Ms. Malone takes the stand.

12 (Discussion off the record.)

13 JUDGE BERG: I would like the reporter at
14 this point in the hearing transcript to enter the
15 exhibit numbers and exhibit descriptions for Exhibits
16 T-1105 through 1116 as set forth on the exhibit list as
17 if they were read into the record in their entirety.

18

19 (The following exhibits were identified in
20 conjunction with the testimony of KATHRYN MALONE.)

21 Exhibit T-1105 is Direct Testimony Adopting
22 Testimony of Brotherson (KM-1T). Exhibit 1106 and
23 C-1106 is Direct Testimony of Larry B. Brotherson
24 (LBB-T4C). Exhibit 1107 is ISP Traffic is Analogous to
25 Access Traffic (LBB-5). Exhibit 1108 is Imbalance of

02385

1 Traffic (LBB-6). Exhibit C-1109 is Matrix re Traffic
2 Volumes (LBB-7). Exhibit T-1110 is Rebuttal Testimony
3 of Larry B. Brotherson (LBB-8T). Exhibit C-1111 is
4 Network Capital Expenditures for Specific States
5 (LBB-9C). Exhibit 1112 is Qwest Response to Joint
6 Intervenors DR JI 01-010. Exhibit 1113 and C-1113 is
7 Qwest Response to Joint Intervenors DR JI 01-020.
8 Exhibit 1114 is Qwest Response to Joint Intervenors DR
9 JI 01-021. Exhibit 1115 is Qwest Response to XO
10 Washington DR XO 01-005. Exhibit 1116 is Qwest Response
11 to XO Washington DR XO 01-006.

12

13 JUDGE BERG: Ms. Malone, will you please
14 stand and raise your right hand.

15

16 Whereupon,

17

KATHRYN MALONE,
18 having been first duly sworn, was called as a witness
19 herein and was examined and testified as follows:

20

21 JUDGE BERG: Thank you.

22 Welcome, Mr. Devaney.

23 MR. DEVANEY: Thank you, Your Honor.

24

25

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

02386

1 BY MR. DEVANEY:

2 Q. Good afternoon, Ms. Malone.

3 A. Good afternoon.

4 Q. Ms. Malone, would you just state your name
5 and business address for the record, please.

6 A. My name is Kathryn Malone, 1801 California
7 Street, Room 2360, Denver, Colorado 80202.

8 Q. And, Ms. Malone, you have filed supplemental
9 direct testimony dated March 8th, 2001, and that's
10 Exhibit T-1105, and is it correct that in that testimony
11 you have adopted the direct and rebuttal testimony of
12 Mr. Larry Brotherson?

13 A. That's correct.

14 Q. And his direct testimony is T-1106, C-1106,
15 which is the confidential portion, and let me ask you
16 whether you have any corrections you would like to make
17 to that testimony?

18 A. I have just a couple of small corrections
19 that need to be made to that testimony. If you go to
20 page 8 of the direct testimony, line 15, at the end of
21 that sentence, it should be a period rather than a
22 comma. Line, I'm sorry, page 23 of the same direct
23 testimony, line 2, the first word should be presumptive
24 rather than preemptive. And then in the rebuttal
25 testimony on page 4, line 6 --

02387

1 JUDGE BERG: One second, please.

2 MR. DEVANEY: The rebuttal testimony being
3 Exhibit T-1110.

4 JUDGE BERG: Page reference once more?

5 A. Page 4, line 6, the word cause, the fourth
6 word from the end of that sentence should be caused,
7 C-A-U-S-E-D. And of that same testimony, page 6, line
8 4, the word customer should be customers plural. And
9 that's all the corrections I have at this time.
10 BY MR. DEVANEY:

11 Q. Ms. Malone, to your knowledge, is the
12 testimony provided in your supplemental direct and the
13 direct and rebuttal of Mr. Brotherson true and correct?

14 A. Yes, it is.

15 MR. DEVANEY: Your Honor, we would ask that
16 Exhibits T-1105 through C-1111 be admitted into the
17 record.

18 MS. HOPFENBECK: No objection.

19 JUDGE BERG: Hearing no objections, they will
20 be admitted.

21 Mr. Devaney, even though the corrections in
22 some instances are more grammatical than they are
23 substantive, would you have your client prepare a one
24 sheet errata. Actually it would be a two sheet errata
25 to submit. One errata sheet would be Exhibit E-1106

02388

1 with the changes or corrections to T-1106, and another
2 sheet E-1110 for the changes or corrections to Exhibit
3 T-1110.

4 MR. DEVANEY: We will do that, Your Honor.

5 JUDGE BERG: All right. And at the time that
6 those are received, we will just check them off against
7 the notations we have and have them admitted at that
8 time.

9 MR. DEVANEY: Thank you.

10 JUDGE BERG: And there's no hurry on that.
11 We can certainly take care of that when you return for
12 cross-examination of reciprocal compensation witnesses
13 next week.

14 MR. DEVANEY: Okay, thanks.

15 JUDGE BERG: You're welcome.

16 MR. DEVANEY: Ms. Malone is available for
17 cross.

18 JUDGE BERG: And I will just indicate to the
19 Bench that the CLECs have revised the cross-examination
20 estimates, and it may be that total cross-exam time may
21 be more on the scale of one hour than two hours, but
22 again, that's an estimate.

23 Ms. Hopfenbeck.

24

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

02389

1 BY MS. HOPFENBECK:

2 Q. Good afternoon, Ms. Malone.

3 A. Good afternoon.

4 Q. I'm Ann Hopfenbeck, I represent WorldCom in
5 this proceeding. And I would like to begin speaking
6 with you about your recommendation with respect to how
7 this Commission should treat Internet traffic and
8 whether it should be included as part of reciprocal
9 compensation. As I understand your recommendation, you
10 asked this Commission to exclude Internet traffic from
11 reciprocal compensation; is that correct?

12 A. That's correct.

13 Q. And that in your recommendation you recommend
14 that instead of it being treated as part of reciprocal
15 compensation, the company should recover their costs on
16 what is referred to as a bill and keep basis; is that
17 right?

18 A. That's true.

19 Q. You recognize in your testimony, I believe,
20 that there isn't really an equality in traffic flows of
21 Internet traffic between the CLECs and Qwest, is there?

22 A. No, there is not. There's far more traffic
23 being delivered to the CLEC than what is delivered to
24 Qwest.

25 Q. So if we were to go from a reciprocal

02390

1 compensation method of recovery of costs associated with
2 what we're talking about is Internet traffic, that would
3 result in the CLECs not receiving recovery for
4 termination and transport of that traffic; is that
5 correct?

6 A. No, I don't agree with that. I think that
7 the reason that Qwest has chosen not to use the
8 reciprocal compensation format for ISP traffic is
9 because that was intended for local traffic, and because
10 recip compensation is for local, and ISP traffic is not
11 local, but interstate in nature, it's not an appropriate
12 mechanism. We believe that the CLECs have the
13 opportunity to recover their costs through the charge to
14 the ISP for PRI's, for example.

15 Q. Okay, let's stop you there for a moment, and
16 go back to your testimony. Early on in your testimony,
17 I believe you recognized that this Commission is free to
18 determine in this proceeding, as it has in the past,
19 that Internet traffic should be continued to be
20 recovered as part of reciprocal compensation; is that
21 true?

22 A. Yes, the FCC gives them the authority and
23 says they do not have to order it, but they are free to
24 do so if they choose.

25 Q. And the order when you're referring to the

02391

1 FCC, you're referring to what has been called the ISP
2 order; is that right?

3 A. That's correct.

4 Q. That order was entered in early 1999; is that
5 true?

6 A. That's true, I believe it was February time
7 frame.

8 Q. And this Commission did address the FCC's ISP
9 order in its 17th Supplemental Order in Docket 960369
10 entered September of '99, didn't it?

11 A. Yes, it did.

12 Q. And in that case, it confirmed its previous
13 decisions that it was appropriate to continue to include
14 ISP traffic as part of reciprocal compensation; is that
15 fair?

16 A. That's fair to say.

17 Q. Now you referenced in answer to one of my
18 earlier questions Qwest's view that ISP traffic should
19 be considered interstate traffic as opposed to local
20 traffic.

21 A. That's correct.

22 Q. And I would like to direct your attention
23 right now to explore that a little bit to Exhibit LBB-5,
24 which has been admitted into the record as Exhibit 1107.
25 That's an attached exhibit to the direct testimony of

02392

1 Larry D. Brotherson.

2 A. Yes.

3 Q. Do you have that before you?

4 A. I do.

5 Q. Okay. This exhibit attempts to illustrate
6 why it's Qwest's view that ISP traffic is analogous to
7 access traffic, correct?

8 A. I think this is just one of the reasons that
9 Qwest believes it is analogous to access traffic. More
10 so we're going on the fact that the FCC recognizes it as
11 interstate traffic as well.

12 Q. Okay. Ms. Malone, I'm going to ask you to
13 try to listen to my questions, because they're pretty
14 precise. And I just asked you what this exhibit does,
15 and I wanted to know the answer to the question. This
16 exhibit is Qwest's effort to illustrate the fact that
17 ISP traffic is analogous to access traffic; this is the
18 illustration, correct?

19 A. That's exactly what the heading says, yes.

20 Q. All right. Now you would agree that when
21 Qwest is delivering this traffic to a CLEC, the CLEC is
22 acting as a local carrier, correct?

23 A. I'm sorry, would you repeat the question?

24 Q. When Qwest delivers the ISP traffic that
25 we're talking about to a CLEC, the CLEC is acting as a

02393

1 local carrier, correct?

2 A. I'm not sure that I could say totally that
3 they're acting as a local carrier. They're delivering
4 an ISP call.

5 Q. And they're acting as a local carrier, not a
6 long distance carrier, in that capacity when they
7 deliver that call to the ISP; isn't that true?

8 A. Well, my explanation would be here that
9 they're -- they're kind of acting -- well, yes, they're
10 like a local carrier.

11 Q. The CLEC doesn't carry the traffic beyond the
12 location, the ISP's location in the local calling area,
13 does it?

14 A. The CLEC does not carry the call beyond the
15 local calling area?

16 Q. Yes. That's correct, right?

17 A. They hand it off to an ISP.

18 Q. Right, and that's where the CLEC's role in
19 this scenario ends; is that true?

20 A. Yes, it's the ISP that would then carry the
21 call out to wherever.

22 Q. Now looking at the last of the three lines
23 that are illustrative, the last illustration, the bottom
24 illustration on Exhibit 1107, this latter illustration
25 reflects a traditional long distance call traffic

02394

1 pattern, doesn't it?
2 A. Yes, it does.
3 Q. And in that event, Qwest is delivering the
4 traffic to an interexchange carrier, correct?
5 A. That's correct.
6 Q. Not a CLEC, right?
7 A. That's true.
8 Q. Right.
9 A. But in this scenario, I would compare, in
10 this scenario above, the CLEC then replaces the LEC, so
11 it would be the CLEC delivering it to the IXC POP which
12 is the ISP.
13 Q. Well, I'm trying to explore the relationship
14 that Qwest has in each of these scenarios, and in this
15 particular scenario, Qwest delivers the traffic to the
16 IXC, and the IXC then does carry the traffic beyond the
17 local calling area; is that fair?
18 A. That's true.
19 Q. Now when Qwest is delivering traffic, I
20 assume Qwest has come customers that are ISP's?
21 A. Yes, they do.
22 Q. And when Qwest delivers traffic that
23 originates on its own network to an ISP, Qwest hands
24 that traffic over within the local calling area, doesn't
25 it?

02395

1 A. Yes, they do.

2 Q. Okay. Let's move to your -- I would like to
3 talk to you a little bit about your analysis that's
4 reflected at LBB-7 to this direct testimony. It's been
5 admitted into the evidence as C-1109.

6 A. I have that.

7 Q. Now before we start, I want to -- I had a
8 difficult time understanding this exhibit exactly, so I
9 just want to ask you to explain a few terms first, and I
10 don't think I'm going to be referring to any -- I'm not
11 going to refer to any numbers, so I don't think I will
12 be violating the confidentiality. But first of all, I
13 want to make sure I understand what this does, and you
14 see in the first column under Washington it says total
15 traffic?

16 A. Yes.

17 Q. What is total traffic referring to in this
18 exhibit?

19 A. It's referring to the column that's entitled
20 110, that's traffic that's originated with Qwest. 119
21 is traffic that is originated with CLEC.

22 Q. Those were two of my other questions. But I
23 guess what I'm trying to say, this is just total traffic
24 being exchanged --

25 A. Between the companies.

02396

1 Q. -- between Qwest and the CLEC?

2 A. Correct.

3 Q. And then we can determine the direction of
4 the flow based on the numbers 110 and 119?

5 A. That's correct.

6 Q. Okay. And then for each month reflected in
7 this exhibit, there's a certain number of minutes of use
8 that you're showing were originated with Qwest, that
9 being the numbers in the 110 column, and the minutes of
10 use being originated on the CLECs' side of it, and
11 that's the 119 column?

12 A. That's correct.

13 Q. Okay. You haven't produced an exhibit in
14 this case or any evidence in this case that would
15 indicate the minutes of use that Qwest terminates to
16 ISP's, have you?

17 A. Qwest doesn't measure within their own
18 network what they terminate to an ISP.

19 Q. All right. Now I would like you to turn to
20 what has been marked for identification as Exhibit 1113.
21 Do you have this before you? This was identified as a
22 cross-examination exhibit, and it's 1113 and C-1113.

23 A. It's a data request; is that what you said?

24 Q. Mm-hm.

25 A. I do have it, yes.

02397

1 Q. Okay. Now you recognize this document as a
2 data request that Qwest received from the joint
3 intervenors, JI 01-020, and Qwest's response to that
4 data request?

5 A. Yes.

6 MS. HOPFENBECK: At this point, I move the
7 admission of Exhibit 1113 and C-1113.

8 JUDGE BERG: So admitted.

9 MS. HOPFENBECK:

10 Q. Now in this request, the joint intervenors
11 asked Qwest to provide copies of the traffic studies
12 Qwest conducted and any other documentation that
13 supports the measurements in Exhibit LBB-7, correct?

14 A. Yes, that's correct.

15 Q. And LBB-7 was the confidential document that
16 we were talking about immediately before turning to this
17 document; is that right?

18 A. That's right.

19 CHAIRWOMAN SHOWALTER: Is this an exhibit in
20 our records?

21 MS. HOPFENBECK: Yes, LBB-7 is Exhibit
22 C-1109.

23 CHAIRWOMAN SHOWALTER: Thank you.

24 MS. HOPFENBECK: And I will be using both of
25 these exhibits together, so.

02398

1 CHAIRWOMAN SHOWALTER: Can you refer to them
2 by our exhibit numbers.

3 MS. HOPFENBECK: I will do that.

4 CHAIRWOMAN SHOWALTER: Thank you.

5 BY MS. HOPFENBECK:

6 Q. Now the joint intervenors also asked Qwest to
7 describe the methodology Qwest used to identify the
8 traffic delivered to ISPs as well as the methodology
9 Qwest proposes to use to identify traffic to be excluded
10 from reciprocal compensation payments and provide all
11 supporting documentation; is that right?

12 A. That's correct.

13 Q. And in answer to that data request, Qwest
14 indicated that the study is Exhibit LBB-7, what's been
15 admitted here as Exhibit C-1109, and then Qwest went on
16 to state that -- to explain that C-1109 is a summary of
17 the minutes the Quest 7, SS7, collected in accordance
18 with the methodology provided in confidential attachment
19 A, right?

20 A. That's right.

21 Q. So confidential attachment A, which has been
22 admitted as C-1113 reflects the methodology that was
23 used to generate the figures at C-1109; is that right?

24 A. That's correct.

25 Q. Okay. Initially, I was curious, confidential

02399

1 Exhibit 1113 is not a document that references an ISP
2 gathering project for Washington, does it?

3 A. It's used in all of our 14 state region.
4 It's not specific to any state.

5 Q. But it does specifically reference an ISP
6 identification project that was conducted in Minnesota,
7 Nebraska, and Colorado; is that right?

8 A. That's when the initial study was taking
9 place. The sheet that you're looking at that has the
10 results are Washington specific.

11 Q. Right, but I wanted to make sure I understood
12 what aspects of the methodology reflected in 1113 were
13 transferable to the Washington study. For example, in
14 the Minnesota, Nebraska, and Colorado case that's
15 discussed in C-1113, it indicates that data was
16 identified for only three CLECs. The Washington Exhibit
17 C-1109, is that the universe of CLECs in Washington, or
18 is it a subset of CLECs?

19 A. That's the universe of CLECs in Washington.
20 The reason for only three being mentioned in the process
21 that was developed is because this was undertaken early
22 on when there weren't a number of CLECs up and running,
23 so they used CLECs that had been in business for a
24 period of time that they could start and begin gathering
25 data to perform an analysis and develop this process.

02400

1 Q. Okay.

2 A. This is now implemented for all CLECs in all
3 14 states.

4 Q. Okay. So I mean the first study looks like
5 it took place in mid 1999, and the Washington study
6 occurred in early 2000?

7 A. No, the Washington study is just actuals
8 based on the study that was developed from the data
9 that's provided, the process. These numbers here that
10 you're seeing for Washington are actual 2000 numbers.

11 Q. Right, okay. But you went through the same
12 process in order to identify what you referenced, what
13 you believe to be modem telephone calls?

14 A. That's correct.

15 Q. Okay. Now let's talk about the limitations
16 of this methodology. You would agree that ideally you
17 wanted to identify ISP traffic, correct?

18 A. That's correct.

19 Q. But you were not able to accurately and
20 thoroughly identify ISPs, but rather had to limit your
21 gathering process to just modem traffic; is that right?

22 A. I don't know. If you step through the whole
23 process, it starts out with identifying modem traffic,
24 and then there's a further step that goes on to --
25 there's an algorithm that identifies what we believe to

02401

1 be ISP traffic because of the characteristics of the
2 study that we did. And then there's still an additional
3 process, which is the modem identifier that purifies the
4 algorithm into what is ISP traffic.

5 Q. Well, it is fair to say that there is a
6 caution on page two that indicates that while the
7 project's goal was to identify ISP's, it was modified to
8 identify modems since it was impossible accurately and
9 thoroughly to identify ISPs even for a small sample.
10 And it specifically indicated that there may be other
11 modems that do not carry interconnect traffic included
12 in the study, for example, local networks. And you can
13 not state today that these numbers absolutely exclude
14 those kinds of local network traffics, can you?

15 A. I believe that they exclude them. If
16 anything, the exclusions in this study are more so than
17 what would actually be ISP traffic. I believe the way
18 the study was done and the process that's used, it
19 actually excludes more than total ISP. I think even
20 some of the ISP traffic gets excluded because of the
21 limitations in identifying it.

22 JUDGE BERG: Ms. Hopfenbeck, pardon my
23 interruption, but I need to inform the parties that the
24 commissioners will not be able to stay after 5:00 in
25 spite of all of our interests in expediting, not

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1 expediting, but managing the witnesses in a timely
2 fashion. So I think if you have one other question that
3 you need to ask as a follow up to the response, that
4 would be appropriate. But I don't think we have time
5 for much more than that.

6 MS. HOPFENBECK: But I get to come back
7 tomorrow, right?

8 JUDGE BERG: You do.

9 CHAIRWOMAN SHOWALTER: Fresh as a daisy.

10 MS. HOPFENBECK: No, actually, I mean I can
11 pick this up if the record -- if Your Honor will just
12 indulge me with perhaps one question to set the stage
13 for tomorrow, I will go forward tomorrow from where I am
14 now.

15 JUDGE BERG: Thank you, please do.

16 MS. HOPFENBECK: I don't need anything right
17 now. Tomorrow I will just pick up where I left off, and
18 I will try to bring us back to where we were.

19 JUDGE BERG: All right, I understand.

20 CHAIRWOMAN SHOWALTER: I thought you were
21 going to do an ad for next week.

22 JUDGE BERG: Survivors.

23 All right, we will be adjourned for the day.

24 (Hearing adjourned at 5:00 p.m.)

25

