

1 A Yes.

2 Q Did you know Mr. Wycoff when he worked
3 for Qwest?

4 A Very well.

5 Q That letter sets forth the process by
6 which a CLEC can order CLEC-to-CLEC cross-connection
7 at a Qwest central office, correct?

8 A That is correct.

9 Q Can you please walk through the
10 ordering process for CLEC-to-CLEC cross-connection
11 that's contained in that letter.

12 A Certainly.

13 A CLEC has the opportunity to build a
14 circuit by going through the technical publications
15 that we have. Each network element has an NCI code
16 assigned to that. A CLEC will decide how they want
17 their circuit built, have the appropriate NCI codes to
18 match each network channel interface, and place that
19 on an ASR which will drive through the systems to the
20 appropriate USOC code used in billing purposes.

21 Q Let's go back and walk through this
22 a little more slowly. You've used a couple terms.
23 I want to make sure everybody understands what those
24 terms mean. NCI code is what?

25 A Network channel interface code.

1 Q What does that tell somebody?

2 A It's associated with the network
3 interface or basically the piece of equipment within a
4 central office that would be used to build a circuit.

5 Q You've used the term "ASR." Can you
6 identify what that is.

7 A That is the access service request.

8 Q What is that?

9 A It's the request that a CLEC would use
10 to order a circuit and be assigned through our
11 systems.

12 Q You also used the term "USOC."
13 Can you identify or explain what that is.

14 A It's a universal code used in billing
15 purposes. The industry uses it.

16 Q The process that you've described
17 generally, is that process contained in this letter?

18 A Yes, it is.

19 Q When a CLEC orders a CLEC-to-CLEC
20 connection and that connection requires regeneration,
21 is that ordering process the same or different than
22 what's contained in this letter?

23 A No. It's contained in this letter.

24 Q Can you be a little more specific
25 about the ordering process when regeneration is

1 required.

2 A Certainly. When the CLEC orders a
3 circuit and determines that they would like to have
4 a finished service designed by Qwest which requires
5 regeneration, they would order that with the
6 appropriate NCI codes that drive to the USOC for
7 billing.

8 Q That NCI code for regeneration, do you
9 know what USOC or where that would drive?

10 A Yes. That drives to the access tariff
11 retail side.

12 Q Is this document consistent with the
13 idea that regeneration would be ordered as a finished
14 service?

15 A Yes.

16 Q And the sections that were highlighted
17 by Mr. Newell and read into the record by Mr. Norman,
18 are those consistent with the concept of regeneration
19 would be a finished service?

20 A I believe so, yes.

21 Q To be clear, is a finished service a
22 retail product?

23 A Yes, it is.

24 Q Does Qwest offer a wholesale product
25 for Qwest to perform CLEC-to-CLEC regeneration?

1 A No, it does not.

2 Q Does this exhibit in any way conflict
3 with the testimony that Mr. Norman prefiled or that he
4 gave in cross-examination yesterday?

5 A No, it does not.

6 Q Does this letter, the February 6,
7 2002, letter to Cathy Stichter which is at the first
8 portion of Exhibit 15, suggest in any way that Qwest
9 is willing to offer a wholesale CLEC-to-CLEC
10 regeneration product?

11 A No, it does not.

12 MS. WAXTER: Thank you, Your Honor.

13 I have no further questions.

14 A.L.J. JENNINGS-FADER: Thank you.

15 Staff?

16 MR. NOCERA: Nothing from staff, Your
17 Honor.

18 MR. NEWELL: Your Honor, we move to
19 strike Mr. Hubbard's testimony. It bears not at all
20 on the authenticity of the document which has been
21 confirmed today.

22 Essentially Qwest wants to substitute
23 a witness in the proceeding because they didn't like
24 the way their witness testified yesterday. That's not
25 a valid reason to provide a rebuttal witness that

1 30 minutes is inadequate for us to prepare our
2 cross-examination of Mr. Hubbard, we'll do the best we
3 can. We could certainly proceed with our rebuttal
4 witness right now, but as we don't have that
5 opportunity, we'll do the best we can to prepare
6 cross-examination of Mr. Hubbard in 30 minutes.

7 A.L.J. JENNINGS-FADER: Thank you.
8 We're adjourned for 30 minutes.

9 (Recess taken.)

10 A.L.J. JENNINGS-FADER: We'll proceed.
11 Mr. Newell?

12 MR. NEWELL: Thank you, Your Honor.

13 I would note that given the amount
14 of time we had to prepare our cross-examination of
15 Mr. Hubbard there may be brief delays at times and
16 some more conferences that need to take place but
17 we'll move things along as quickly as we can.

18 A.L.J. JENNINGS-FADER: I understand.
19 If you need to conference, please feel free to do so.

20 CROSS-EXAMINATION

21 BY MR. NEWELL:

22 Q Mr. Hubbard, were you involved in
23 drafting the CR response that's on the record as
24 Exhibit 15?

25 A Was I involved in drafting the

1 response? No, I was not.

2 Q And you weren't present in the
3 discussions held on the change request within the
4 Change Management Process back in 2002; is that
5 correct?

6 A No. This document is, like you just
7 said -- back in 2002, it's two and a half years old,
8 so, no, I was not.

9 Q The change request response, Exhibit
10 15, that's provided, discusses the COCC-X product
11 offering of Qwest; is that correct?

12 A Yes.

13 Q And that offering is a wholesale
14 product; isn't that correct?

15 A The document explains how a CLEC
16 orders the cross-connection. When you get to the
17 regeneration, which is what is in question here,
18 it describes how to order that through the ASR, which
19 drives that to the appropriate USOC codes, which is a
20 finished service out of the retail tariff. So is this
21 a wholesale offering? This was in response to the
22 change request at that time.

23 Q We'll get to the ASR in a moment.
24 The product that's discussed, COCC-X product, the
25 central office CLEC-to-CLEC cross-connection product,

1 is a wholesale product; isn't that correct?

2 MS. WAXTER: If I might ask for
3 some clarification as to what Mr. Newell means by
4 "a wholesale product." I think Mr. Hubbard has
5 answered the question the way he can.

6 A.L.J. JENNINGS-FADER: If the witness
7 can't answer the question, the witness can say I don't
8 understand the question.

9 You may answer, sir.

10 A I think that this -- to answer this,
11 this was a request to order this through the wholesale
12 product side. Whether the COCC-X that is in question
13 of what we're ordering with regeneration is a
14 wholesale product, no, it is not a wholesale product.

15 BY MR. NEWELL:

16 Q I'm sorry to interrupt. Can you tell
17 me, is there a retail product by the same name,
18 COCC-X, CLEC-to-CLEC cross-connection?

19 A I don't believe so.

20 Q There's no reference to finished or
21 retail services in Mr. Wycoff's response, is there?

22 A Well, when you look at Mr. Wycoff's
23 response -- which was Mr. Wycoff was a very techie
24 engineer. When you have a technical engineer
25 describing a process, probably doesn't really relate

1 to what lawyers look at.

2 What this drives to is the NCI code
3 for regeneration that is ordered out of the retail
4 tariffs. I think that says that on the second page
5 of his letter in the bottom part that you have
6 highlighted down there, and it drives it someplace
7 in that order an ASR which drives the retail tariffs.

8 Q Is it your contention that ASRs are
9 used only to retail whole services?

10 A They can order retail services.
11 They can order local interconnection services too.

12 Q So the fact that the product is
13 ordered on an ASR really has no bearing on whether
14 it's a retail or wholesale product; isn't that right?

15 A This product by ordering it correct
16 NCI codes relates to the USOC code that drives this
17 to a finished service is where that goes. It goes
18 through the billing systems on the ASR.

19 Q Let me see if I get your explanation
20 separate. We've agreed that this is a retail -- this
21 is a wholesale offering, we've agreed that this letter
22 provided by Mr. Wycoff, Exhibit 15, describes the
23 ordering process for this wholesale offering, and it's
24 your contention by referring to an NCI code within the
25 description of this wholesale offering that what Qwest

1 is trying to explain to the CLEC community is that
2 should they use that NCI code they're then ordering a
3 different retail product with a different name that's
4 not listed in this document; isn't that your
5 contention?

6 MS. WAXTER: Objection. Mr. Hubbard
7 has not agreed that this is a wholesale offering, so
8 the basis of the question in and of itself isn't
9 proper.

10 A.L.J. JENNINGS-FADER: I think the
11 testimony is that it's a wholesale offering, to my
12 recollection.

13 You may proceed.

14 A Would you repeat the question.

15 (The previous question was read back
16 as reported by the court reporter.)

17 A Well, you have a lot of -- you have
18 three or four parts in that question there. You're
19 referring -- I'm agreeing this is all wholesale.

20 What is in question here, CLEC-to-CLEC
21 cross-connects with regeneration. Qwest does not have
22 a wholesale offering for that. We will do it as a
23 finished service for a CLEC. CLEC also has the
24 opportunity to place their own regeneration in their
25 own collo. spot and regenerate it themselves.

1 On a CLEC-to-CLEC connection, that is between two
2 competitive carriers that have a business agreement
3 between themselves. Qwest is not involved in that.
4 We have no relationship to that service whatsoever.

5 A.L.J. JENNINGS-FADER: I need to
6 understand something because I obviously misunderstood
7 earlier testimony you gave. Mr. Hubbard, the product,
8 COCC-X, what does that mean? Does that include within
9 that product name regeneration or is that purely the
10 cross-connection?

11 THE WITNESS: That is, as far as I
12 know, purely cross-connection.

13 A.L.J. JENNINGS-FADER: Is that pure
14 cross-connection service a wholesale or retail
15 service?

16 THE WITNESS: The cross-connection
17 can be -- I would say it's a wholesale. It can be
18 ordered out through the wholesale. We can do that on
19 an ICDF for them or they have the opportunity to do
20 that cross-connect themselves.

21 A.L.J. JENNINGS-FADER: If you add
22 the component of regeneration, is it adding the
23 regeneration component that, in your mind, kicks this
24 service into -- kicks it out of wholesale and somehow
25 into retail service? I'm trying to understand.

1 THE WITNESS: I understand. It gets
2 a little convoluted here.

3 In my mind that drives a different
4 product altogether. It's a service offering that we
5 have which is basically a designed circuit from CLEC A
6 to CLEC B and taking in that regeneration is required,
7 we offer this service and it's under the retail too.
8 Is it part of a wholesale offering? No. It's
9 something we will do for CLEC if they order it, but
10 it's paid for out of the retail access tariff.

11 A.L.J. JENNINGS-FADER: Okay. Thank
12 you.

13 Sorry, Mr. Newell.

14 BY MR. NEWELL:

15 Q So your contention is that Qwest has
16 no involvement in designing the circuit -- the
17 CLEC-to-CLEC cross-connection circuit? I believe
18 that's what you just testified to.

19 A I'm either going to have to ask you
20 to repeat it or rephrase it. I'm not sure I was
21 following that.

22 Q Does Qwest perform any activities
23 in provisioning a CLEC-to-CLEC central office
24 cross-connection?

25 A If requested we will perform the

1 cross-connect for the CLEC or, like I said, they can
2 perform it themselves at the ICDF.

3 Q I'd like you to turn to the last page
4 of that response you have there.

5 A.L.J. JENNINGS-FADER: Exhibit 15?

6 MR. NEWELL: Exhibit 15. Excuse me.

7 If I can have a moment, Your Honor.

8 (Discussion off the record.)

9 BY MR. NEWELL:

10 Q Can you read that highlighted section
11 for me, please.

12 A.L.J. JENNINGS-FADER: Can you give
13 us a page reference.

14 MR. NEWELL: We're on the final page
15 of the first document that makes up Exhibit 15, the
16 third page of the exhibit.

17 A.L.J. JENNINGS-FADER: Okay. Thank
18 you.

19 A It would be the highlighted section,
20 about the middle of the page. It's under -- I'll
21 read it. "Qwest, following receipt of the ASR, will
22 perform ICDF connections and regeneration functions,
23 Equipment additions for regeneration, if no spares are
24 available, will be initiated. Qwest completes these
25 activities and conducts verification testing."

1 BY MR. NEWELL:

2 Q I thought you just testified that
3 Qwest didn't perform those activities with respect to
4 the wholesale product. Isn't that what you testified
5 to?

6 A What it says right here is that
7 ordered on the ASR. On the ASR is where the
8 appropriate NCI codes are put on there that the CLEC
9 request that service be designed with regeneration.
10 So, yes, under this, we will do that. Exactly what
11 it says.

12 Q Now we're back to my NCI code
13 question. Your contention is, the whole difference
14 here is the NCI code. If you punch in the NCI code
15 all of sudden you're ordering a new product, not the
16 wholesale central office cross-connect product; isn't
17 that what you're testifying to?

18 A Well, there's no new product. There's
19 not a wholesale regeneration product that you just
20 said. The order under the access tariffs, which is
21 what this says, that's what we provide, the finished
22 service under the access tariff.

23 Q I'm sorry. I didn't mean to interrupt
24 you. Can you tell me where in this document it talks
25 about ordering from the access tariff?

1 A It's my knowledge of that.

2 Q You believe it's implied, the
3 reference to the NCI code?

4 A If you go back to the tech pubs it's
5 not implied there. When you follow the correct
6 ordering guidelines it designs a circuit and that's
7 where it orders it. It says so in the tech pub.

8 Q I was waiting for you to talk about
9 the tech pubs. In fact, we're talking about tech pub
10 -- Qwest tech pub 77386; is that correct?

11 A That's correct.

12 Q And that tech pub is entitled
13 "Interconnection and Collocation for Transport and
14 Switched Unbundled Network Elements and Finished
15 Services"; is that correct?

16 A I'll have to take your word on it
17 that's the total of it.

18 MR. NEWELL: We have one copy of
19 the document, so if you'd like to review it first.

20 I should note, Your Honor, that the
21 copy of the document we provided is a partial copy
22 because the document runs some 300 pages long. We've
23 taken relevant portions of the referenced chapters,
24 the chapters that are referenced by Exhibit 15, and
25 we've also taken the best copy we can find that

1 MR. NEWELL: If I may approach, Your
2 Honor.

3 BY MR. NEWELL:

4 Q Mr. Hubbard, if you wouldn't mind, since
5 we have one copy -- and I apologize for that, but given
6 the circumstances, I would like to stand next to
7 Mr. Hubbard and look over his shoulder while we talk
8 about this document.

9 A.L.J. JENNINGS-FADER: Certainly. And
10 to the extent, Ms. Waxter, that you care to also stand
11 next to the witness, please feel free to do so. Many
12 times have I been in this position, one document, many
13 people.

14 BY MR. NEWELL:

15 Q So, Mr. Hubbard, first of all, can you
16 read the title of this document on the first page?

17 A Yes. I would be more than happy to, and
18 I will try to answer it and read it in an intelligent
19 manner, okay?

20 Q Okay.

21 A It is, "Qwest Communications
22 International, Inc. Technical Publication
23 Interconnection and Collocation for Transport and
24 Switched Unbundled Network Elements and Finished
25 Services."

1 Q Okay. I would like to turn to page 2 of
2 this document.

3 A.L.J. JENNINGS-FADER: I would like to
4 be sure, Mr. Hubbard, that that document, which you are
5 about to testify to, or read, is the technical
6 publication, as far as you understand it, referenced in
7 Exhibit No. 15.

8 THE WITNESS: This is Technical
9 Publication 77386.

10 A.L.J. JENNINGS-FADER: Okay.

11 THE WITNESS: Draft form. Issue H-June
12 2002, I believe.

13 MR. NEWELL: That's correct.

14 THE WITNESS: Without my glasses, 2002.

15 A.L.J. JENNINGS-FADER: Thank you.

16 MS. WAXTER: Do you want to get glasses?

17 THE WITNESS: I don't have them.

18 BY MR. NEWELL:

19 Q Okay. Would you turn to page 2, please.
20 Now, if I recall, from Exhibit 15, Exhibit 15
21 references Chapters 5 and 15 of Tech Pub 77386; isn't
22 that correct?

23 A It does reference those, yes.

24 Q And the document doesn't reference any
25 other section of the technical publication, does it?

1 A I believe it does reference, someplace,
2 charts and stuff, later in this document.

3 Q It references a table from the tech pub?

4 A A table, yes.

5 Q Does it reference anything other than
6 that table?

7 A Um, not that I can remember, no.

8 Q The table describes the cable lengths
9 that would require regeneration; is that correct?

10 A Under the -- one of the charts that I
11 remember looking at also described the appropriate NCI
12 code for regeneration.

13 Q I am sorry. To which chart are you
14 referring?

15 A I believe it was 6-5, if I remember.

16 Q So, we are talking about a chart that
17 exists in the technical publication, not in the
18 response, Exhibit 15; is that correct?

19 A That -- let me look at this again.

20 Q Okay.

21 MS. WAXTER: Mr. Newell -- if I may, Your
22 Honor, if I could help move things along. I think I
23 can refer him to where he is trying to find.

24 A.L.J. JENNINGS-FADER: If you look at
25 the second page of the document, the last paragraph,

1 the one, two -- third sentence.

2 THE WITNESS: Yes.

3 BY MR. NEWELL:

4 Q Okay. So that's describing that the NCI
5 code is chosen from Table 6.5 in Tech Pub 77386?

6 A That's correct.

7 Q Okay. Can you read the title of Chapter
8 5 of the technical publication for me, please.

9 A Um, let me turn to the exact --

10 Q I don't know if -- yes.

11 A It just -- under the contents here, it
12 has Chapter 5. Just says, "Responsibilities."

13 Q Is it your understanding that the
14 responsibility section of the technical publication
15 covers general issues and not -- and does not list
16 specific products that are offered by Qwest?

17 A Um, you know, without the total document,
18 I can't say that to be a completely factual statement.

19 Q Okay. That's fine. Thank you. I'm
20 turning to page 5 of the document that we have
21 submitted. That document is titled or paginated "ToC
22 15-I." Does this Table of Contents page show the title
23 of Chapter 15 of the Technical Publication 77386?

24 A Um, in the contents, it has, for Chapter
25 15, a DS1 or DS3 regeneration for interconnection.

1 Q Okay. Thank you. So, is it fair to say,
2 when the Change Request response refers to Chapters 5
3 and 15, at least with respect to Chapter 15, we're
4 referring to an interconnection product and the terms
5 and conditions or the technical parameters of
6 interconnection products?

7 A It was referring to the design
8 parameters, I assume, and how to design a circuit for
9 a -- to provide that connection, yes.

10 Q In fact, Chapter 16 of that same
11 publication -- what happened to that document, by the
12 way? Excuse me. Sorry about this. I thought I was
13 finished with this. I apologize.

14 MS. WAXTER: Can we go off the record for
15 a second, if you don't mind.

16 (Discussion off the record.)

17 A.L.J. JENNINGS-FADER: Back on record.

18 MR. NEWELL: This has been arcane. I
19 apologize.

20 BY MR. NEWELL:

21 Q I have turned to the final page of the
22 document. The final page of the document we have
23 provided is paginated 20C16-I, and this is the page in
24 the Table of Contents referring to Chapter 16 of the
25 tech pub; is that correct?

1 A That's what it appears to be, yes.

2 Q And, at this time Chapter 16 is what,
3 Mr. Hubbard?

4 A "Interconnection With Finished Services."

5 Q Thank you very much. And Chapter 16 is
6 not referenced in Exhibit 15, the CR response prepared
7 by Mr. Wycoff; is that correct?

8 A I don't remember it in here, no.

9 Q Can you review the document, perhaps, and
10 see if you find a reference to Chapter 16?

11 A Sure. Give me just a minute.

12 A.L.J. JENNINGS-FADER: So the record is
13 clear, the reference you're reviewing is Exhibit No.
14 15, Mr. Hubbard?

15 THE WITNESS: I am sorry.

16 A.L.J. JENNINGS-FADER: I am sorry. You
17 are reviewing Exhibit No. 15?

18 THE WITNESS: Yes, I am. Yes, I am.

19 A.L.J. JENNINGS-FADER: Okay. Thank you.

20 THE WITNESS: After reviewing the Exhibit
21 15, I find that there's no reference to Section 16 in
22 there. However, I would have to read all of the three
23 sections to make sure that was -- what you are
24 referring to, or going to refer to is correct. I mean,
25 I would have to review the whole thing.

1 BY MR. NEWELL:

2 Q But we're clear that Exhibit 15 does not
3 reference Chapter 16 of Technical Publication 77386?

4 A That's what it says. However, if you
5 looked at that Tech Pub 77386, and then, like I said,
6 it said, "Draft Form," and it was on a revision of -- I
7 believe June 2002 was the latest revision on there, if
8 that was the same -- exact same one as referred to in
9 this February 2002 letter, because we had to update all
10 the time. Could have been a section moved around or
11 something. I would have to -- we would have to find
12 the right tech pub at that time. Remember, this is a
13 two-and-a-half-year-old document.

14 Q But it is certainly closer in time, the
15 document that was referenced by Mr. Wycoff's response,
16 than, say, the technical publication draft that's in
17 place today?

18 A It's closer in time. Doesn't mean it's
19 the exact same thing as here, but it's closer in time,
20 yes.

21 Q I understand that point. My point was
22 that, referring to the present draft would perhaps be
23 less instructive of Mr. Wycoff's intent in referencing
24 the tech pub than referring to the draft that I've
25 shown you?

1 A I would say that's true. You have to go
2 to the exact tech pub that was over this time.

3 Q Mr. Hubbard, I would like to ask you a
4 few questions about NCI codes, since you believe they
5 are significant in understanding Exhibit 15. What is
6 an NCI code?

7 A It's a, basically, it's a Network Channel
8 Interface code. It correlates to the interconnection
9 or piece of equipment, basically, that you are -- is
10 going to be included in that service.

11 Q So, a CLEC inserts that code into an ASR
12 form, to cause Qwest to provision a given service; is
13 that a fair assessment of what an NCI code is all
14 about?

15 A That's, I guess, a fair assessment. And
16 it also drives to the USOC code for billing purposes.

17 Q So, the NCI code -- Qwest matches the NCI
18 code to the USOC code to determine what to charge for a
19 given service?

20 A Yes. That's fair to say, yes. It's
21 through our systems, yeah.

22 Q Does Qwest provide that mapping
23 information to competitive carriers, as to how they map
24 NCI codes to specific USOCs?

25 A Um, I'm not sure that I know the answer

1 to that, that we provide them. A USOC code is a
2 universal billing code, so they can get those. Whether
3 we provide the mapping to them, I don't know.

4 Q So, if Qwest doesn't provide that
5 information, a competitor would never know what effect
6 entering a specific NCI code on an ASR would have on
7 the pricing of the product they have ordered, would it?

8 A I'm not sure that's a correct statement.
9 I think that, um, they are quite aware that we do not
10 offer this as a wholesale service, with regeneration,
11 and that they can order it, and we'll do it as a
12 finished service.

13 Q What's your basis for believing that
14 competitive carriers are quite aware of that fact?

15 A Um, through testifying in numerous cost
16 dockets and hearings and being around the process and
17 in the advocacy for quite sometime.

18 Q Mr. Hubbard, is it fair to say that Qwest
19 typically, if they have a wholesale and a retail
20 offering of a similar service, that both of those
21 services are specifically listed as products on their
22 Website or other documentation describing their
23 products?

24 A Um, it's a pretty good question. I'm not
25 sure I know the answer to that, because I'm not sure

1 I've looked at the -- what's exactly posted on the
2 wholesale Website. I think that what's offered as
3 wholesale is on there, and if we provided a service
4 that's ordered out of a different tariff, it might be,
5 maybe, on there. I don't know that for sure.

6 Q When you talk about service being ordered
7 out of a different tariff, how would a competitor know
8 that they had ordered something out of a retail tariff?

9 A Following through the technical
10 publication on this -- and it happens to be the current
11 tech pub that I looked at -- when you go to the tables
12 in there, and it states -- and I'm going by memory --
13 that regeneration -- you know, it doesn't say
14 "regeneration." It says, Signal regeneration or signal
15 levels may not conform to this USOC, drives you to
16 another table, which says that it's ordered, through
17 the ASR, as a finished service.

18 Q That's a document that's not in evidence?

19 A It's not in evidence. That's the current
20 tech pub that is up, but I don't have that with me.

21 MR. NEWELL: Your Honor, I would ask that
22 that response be stricken, given that the witness has
23 testified that he thinks -- essentially, he believes
24 that to be the meaning of the present draft of the
25 document, which is, I don't believe, is actually

1 relevant anyway, but, certainly the document hasn't
2 been provided here, and certainly it's not the document
3 that was in place when Mr. Wycoff's response, Exhibit
4 15, was drafted.

5 A.L.J. JENNINGS-FADER: I'm -- no. I'll
6 let the answer stand. You asked, Mr. Newell, how a
7 CLEC would know. And I believe the answer was the
8 witness's understanding of how a CLEC would know, not
9 the content of the documents being referred to, but
10 simply the process by which a CLEC would know what was
11 going on. And to the extent it's understandable, there
12 it is.

13 BY MR. NEWELL:

14 Q So, a CLEC would know, after reading this
15 Change Response, and inserting the NCI code that's
16 referenced in the technical publication, that they were
17 ordering a retail service. That's your contention.

18 A My contention is that they know they are
19 ordering a finished service, yes.

20 Q So, despite the fact that the response
21 refers to what we've agreed is a wholesale service, the
22 COCC-X product; is that correct?

23 A We haven't agreed that CLEC-CLEC
24 cross-connections with regeneration is a wholesale
25 product. We have not agreed to that.

1 Q But we have agreed there's a wholesale
2 product for a CLEC to CLEC cross-connection and that
3 product is the subject of Exhibit 15; is that correct?

4 A We have agreed that there is a product;
5 however, that they can request that we do the
6 cross-connection for them. Also, they can do it
7 themselves, as I stated many times.

8 Q Qwest produces a product catalogue that
9 describes their offerings and the terms and conditions
10 of those offerings; is that a fair statement?

11 A Yes, that's a fair statement; that we
12 have a wholesale product catalogue.

13 Q It was a poorly phrased question, but a
14 fair one, nonetheless.

15 And in those terms and conditions, does
16 Qwest typically insert language reminding CLECs that
17 the product catalogue is subject to the terms and
18 conditions in their interconnection agreement, and that
19 if product terms differ, the terms in their
20 interconnection agreement govern?

21 MS. WAXTER: Objection. We're going down
22 another bunny trail, Your Honor, as Your Honor
23 suggested earlier. Again, Your Honor, I just think
24 this is a -- far off the document, which is Exhibit 15,
25 which is presented for impeachment purposes only.

1 page.

2 A.L.J. JENNINGS-FADER: Followed by,
3 "Michael Zulevic"?

4 MR. NEWELL: Yes.

5 BY MR. NEWELL:

6 Q Mr. Hubbard, can you read us the text
7 from the No. 2 down to just before No. 3?

8 A.L.J. JENNINGS-FADER: I have a better
9 idea. The document is in the record. Why don't you
10 just ask a question, rather than have Mr. Hubbard read
11 it into the record again.

12 MR. NEWELL: Yes, Your Honor.

13 BY MR. NEWELL:

14 Q Mr. Hubbard, does the text after No. 2
15 indicate that Mr. Zulevic participated in the
16 discussion on the CR and that he concurred with
17 Eschelon's CR?

18 A That's what it says, here, yes.

19 Q Thank you. Mr. Hubbard, have you ever
20 known the Change Management Process to be used to
21 discuss retail service offerings?

22 MS. WAXTER: Objection. Way outside the
23 scope of direct, Your Honor.

24 A.L.J. JENNINGS-FADER: I'll allow this
25 one question, and nothing further down this line. One

1 question.

2 THE WITNESS: I usually don't participate
3 in that. I don't know what it -- what they can discuss
4 there. I know there's parameters. I don't know what
5 they are.

6 Q Thank you.

7 MR. NEWELL: Nothing further, Your Honor.

8 A.L.J. JENNINGS-FADER: Thank you.

9 Staff, anything?

10 MR. NOCERA: No, Your Honor.

11 MS. WAXTER: Very limited, Your Honor.

12 Thank you.

13 A.L.J. JENNINGS-FADER: Bear in mind
14 that, as you reminded us many times, this is rebuttal
15 on a document which is, at most, an impeachment
16 document.

17 MS. WAXTER: Absolutely. Thank you, Your
18 Honor.

19 REDIRECT EXAMINATION

20 BY MS. WAXTER:

21 Q Mr. Hubbard, the letter which is Exhibit
22 15 is dated what?

23 A It's dated February 6th, 2002.

24 Q And the tech pub version that you and
25 Mr. Newell were discussing -- Mr. Newell, do you have

1 Secondarily --

2 MR. NEWELL: I would like to ask you -- I
3 am sorry. I missed that last statement, Ms. Waxter.
4 What was it that you said?

5 A.L.J. JENNINGS-FADER: I believe -- let
6 me just do this very quickly. That, after lunch, you
7 will ask again for an administrative notice of
8 particular portions of the access tariff, and I will
9 consider that request when it is made, after lunch, but
10 the request for blanket admission of the access tariff
11 is denied.

12 MR. NEWELL: We will object to that,
13 whenever the --

14 A.L.J. JENNINGS-FADER: You may object to
15 it when the offer is made.

16 MR. NEWELL: Thank you, Your Honor.

17 A.L.J. JENNINGS-FADER: Thank you.

18 MS. WAXTER: I would ask Your Honor to
19 take administrative notice of the May 25, Issue J,
20 Qwest Corporation Tech Pub -- Technical Publication,
21 which is the current technical publication, which
22 really, if there is any relevance, is relevant to this
23 proceeding, since the interconnection agreement will be
24 going forward, based on the current provisions
25 contained in the technical publication.

1 objection, the Technical Publication, 77386, on issues
2 of interconnection and collocation, which is now in
3 effect, if I understand it, is admitted as Exhibit No.
4 20.

5 (Whereupon Exhibit No. 20 was admitted.)

6 MS. WAXTER: Thank you.

7 A.L.J. JENNINGS-FADER: If you could
8 provide that to the court reporter to be marked.

9 (Whereupon Exhibit No. 20 was marked
10 for identification.)

11 A.L.J. JENNINGS-FADER: I am going to say
12 that it's admitted, not by administrative notice but
13 rather by lack of objection from any party.

14 MS. WAXTER: Thank you, Your Honor.

15 BY MS. WAXTER:

16 Q Mr. Hubbard, with respect to Exhibit No.
17 15, at the time the letter was written, or was drafted
18 and sent by Mr. Wycoff, was Qwest only offering
19 CLEC-to-CLEC regeneration as a retail service out of
20 the access tariff?

21 A Yes.

22 Q As of today, does Qwest offer
23 CLEC-to-CLEC regeneration out of an interconnection
24 tariff or SGAT?

25 A We offer it out of the access tariff.