BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE PETITION OF DIECA COMMUNICATIONS, INC., D/B/A COVAD COMMUNICATIONS COMPANY, FOR ARBITRATION TO RESOLVE ISSUES RELATING TO AN INTERCONNECTION AGREEMENT WITH QWEST CORPORATION	)))))))	**DOCKET NO. 04-2277-02**

REBUTTAL TESTIMONY

OF

MICHAEL NORMAN

FOR

QWEST CORPORATION

Disputed Issue No. 6

November 12, 2004

(NON-CONFIDENTIAL VERSION)

TABLE OF CONTENTS

Page

I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST CORPORATION.

A. My name is Michael Norman. My business address is 700 W. Mineral Ave., Littleton Colorado. I am employed as a Director within the Technical and Regulatory Group of the Local Networks Organization of Qwest Corporation (Qwest).

Q. ARE YOU THE SAME MICHAEL NORMAN WHO PREVIOUSLY FILED DIRECT TESTIMONY IN THIS ARBITRATION PROCEEDING?

A. Yes, I am.

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to the direct testimony filed by Mr. Mike Zulevic of Covad regarding CLEC-to-CLEC regeneration (Sections 8.2.1.23.1.4, 8.3.1.9, 9.1.10). My reply to Mr. Zulevic's direct testimony is written in sequential order to help dispel continued misunderstanding introduced by Covad.

III. ISSUE 6: CLEC TO CLEC REGENERATION REQUIREMENTS (SECTIONS 8.2.1.23.1.4, 8.3.1.9, 9.1.10).

Q. IN HIS QUESTION ON PAGE 5 OF HIS TESTIMONY AND IN HIS DISCUSSION ON PP. 6-8, MR. ZULEVIC CLAIMS THAT QWEST SHOULD PROVIDE FREE REGENERATION BECAUSE, AS COVAD CLAIMS, QWEST ASSIGNS COLLOCATION SPACE INEFFICIENTLY. PLEASE RESPOND.

A. It is not true, as suggested by Mr. Zulevic, that regeneration is required because of Qwest's assignment of collocation space to a CLEC. First, when a CLEC requests collocation space from Qwest, it is Qwest's responsibility to manage space for itself and others, to maximize space usage, and to minimize conflicts among all competitive parties using collocation space. In managing this responsibility Qwest makes every attempt to satisfy the CLEC's request for any specific space which is available at the time the collocation request is submitted. However, Qwest assigns its collocation space on a first come, first served basis. In considering a location for any type of collocation Qwest takes into account multiple factors including all applications for available space, interconnection terminations, power requirements, heat dissipation, grounding, and security. With these factors in mind, each request for collocation is then evaluated based upon space availability at the time it is received to determine the most appropriate location in the premises to fulfill the CLEC's needs. If the request is for additional space (i.e., an augment to the initial space), Qwest attempts to make contiguous space available for the CLEC. If adjoining space is not available, Qwest engineers a route between the CLEC's collocation spaces to provide cable racking connecting a CLEC's non-adjoining collocation space.

Q. WHAT IF THE CLEC IS NOT SATISFIED WITH THE ASSIGNED SPACE PROVIDED BY QWEST? WILL QWEST WORK WITH THE CLEC TO DETERMINE IF AN ALTERNATIVE LOCATION IS AVAILABLE?

A. Yes. Qwest first provides the CLEC with a feasibility form which indicates first choice, second choice, desired space, and availability. The feasibility study confirms the location reserved pursuant to the CLEC's request for collocation. If the CLEC is not satisfied with the assigned location, Qwest will allow a CLEC representative to tour the entire premises escorted by Qwest personnel. If an alternative location is identified and requested by the CLEC on the site visit and this location is available, Qwest will reserve that space for the CLEC. Furthermore, pursuant to section 8.2.1.9 of the ICA, a CLEC may request a space availability report that includes the following:

a) available Collocation space in a particular Qwest Premises;

b) number of collocators;

c) any modifications in the use of the space since the last report;

d) measures that Qwest is taking to make additional space available for Collocation;

e) whether sufficient power is available to meet the specific CLEC request;

f) number of CLECs in queue at the Premises, if any;

g) whether the Wire Center is equipped with DS3 capability; and

h) the number and description of Qwest and its Affiliates and CLEC reservations of space.

Armed with this information, a CLEC can request specific available collocation space in a Qwest central office and then design its facilities in a way that is most efficient for its specific business plan. Thus, contrary to the assertion of Mr. Zulevic, Qwest does not unilaterally decide where to place a CLEC's collocation facilities, and Qwest does not purposely separate a

CLEC from connecting to itself, or with another CLEC, in order to create a distance that would require regeneration.

Q. ON PAGE 7 MR. ZULEVIC ASSERTS THAT THE FCC RULES, SPECIFICALLY 47 C.F.R. § 51.323(H), SUPPORTS COVAD'S CLAIM THAT REGENERATION SHOULD BE PROVIDED BY QWEST FOR FREE. DO YOU AGREE?

A. No. As set forth in this FCC rule, Qwest is not required to provide CLEC cross connections if Qwest permits CLECs to provide their own cross connections. Where there is no obligation to provide the cross connection, there can be no obligation to ensure that the connection meets ANSI standards. In other words, there is no obligation for Qwest to provide regeneration, at any rate. In my testimony, I explain that Qwest does, indeed, allow CLECs to provide their own cross connections as well as regeneration of the connections that may be required.

Q. WILL YOU PLEASE EXPLAIN WHAT YOU MEAN WHEN YOU SAY THAT QWEST PERMITS CLECS TO CONNECT WITH EACH OTHER?

A. Certainly. CLECs can connect with each other in two different ways. First, they can perform a direct connect where CLEC A or CLEC B provides the cabling directly between the two collocation spaces. In the second method of connection, CLEC A takes its cable from its collocation to a Qwest Interconnection Distribution Frame ("ICDF"). Likewise, CLEC B takes its cable to an ICDF and either a jumper wire or a cable is run (depending on whether a common ICDF is used) connecting the two CLECs. Through these two scenarios, Qwest permits CLECs to connect to each other outside of their collocation space. In either case, a CLEC may regenerate its own signal by placing a repeater bay in its collocation space which

will boost the signal as it leaves its collocation or by boosting the signal from a midspan point through repeaters placed in collocation space between the two points.

Q. CAN YOU COMMENT UPON MR. ZULEVIC'S TESTIMONY ON PAGE 8 WHERE HE DISCUSSES AN EXPERIENCE HE HAD IN 1999 REGARDING THE MINNEAPOLIS DOWNTOWN CENTRAL OFFICE?

A. Yes. In researching Covad's history of collocation in the Minneapolis Downtown central office, I found that Covad has never rejected a Qwest collocation assignment proposal out of **CONFIDENTIAL** __ jobs requesting collocation in that office. In fact, there is no documentation suggesting that in Qwest's region, Qwest has ever denied a Covad request for a specific space assignment. Covad has accepted each feasibility study and resulting collocation assignment and only ever requested one change in Minneapolis, which Qwest satisfied by moving Covad's collocation space. Furthermore, I am unaware of any documents supporting Mr. Zulevic's testimony. In Utah between 1999 and 2004, Covad requested collocation space from Qwest **CONFIDENTIAL** _____ _____ were cancelled by Covad for unknown reasons to Qwest.

Q. MR. ZULEVIC ALSO OFFERS UP THE MINNEAPOLIS DOWNTOWN CENTRAL OFFICE EXAMPLE TO PROPOSE THAT QWEST'S INEFFICIENT COLLOCATION ASSIGNMENT SUPPORTS COVAD'S POSITION THAT QWEST SHOULD PROVIDE CLEC-TO-CLEC REGENERATION FOR FREE. DOES THIS EXAMPLE ASSIST THE COMMISSION IN RESOLVING THIS ISSUE?

A. No. Covad's request for collocation in the Minneapolis Downtown central office involved caged collocation and occurred during a time in 1999 when the technology industry was

booming and incumbent telecommunications carriers were justifiably building facilities as quickly as possible in order to accommodate the forecasted demand for caged collocation space. The industry today is focused on cageless collocation. With the existing space that is available for such collocation requests, Mr. Zulevic's speculation that Covad may find itself in a situation where regeneration will be commonly required is not credible.

Q. **MR. ZULEVIC SUGGESTS ON PAGE 9 LINES 198-201 THAT SPACE AVAILABILITY WILL EVENTUALLY BE "LESS AVAILABLE" AND FURTHER SUGGESTS THAT WITH THE CHANGING COMPETITIVE ENVIRONMENT "THE NEED TO CONNECT COLLOCATIONS WITHIN THE SAME CENTRAL OFFICE WILL ALSO INCREASE." SHOULD QWEST BE REQUIRED TO PROVIDE REGENERATION AT NO COST FOR CLEC-TO-CLEC CONNECTIONS?**

A. No. Mr. Zulevic's contention that Qwest should not charge Covad for CLEC-to-CLEC regeneration, or charge for it at a TELRIC price, is unsupportable. Mr. Zulevic suggests that Qwest's current practice of not charging for regeneration on an ILEC to CLEC connection should be extended into a policy whereby Qwest would be obligated to provide CLEC-to-CLEC regeneration free of charge. However, there is a significant difference in the relationship of the parties in an ILEC-to-CLEC cross connection relationship as opposed to a CLEC-to-CLEC cross connection relationship. In an ILEC-to-CLEC relationship, Qwest is a party to the transaction and is directly involved with Covad, through its ICA, in designing, installing, testing and maintaining the joint circuits used by each of them for line sharing. More importantly, Qwest and Covad both use these joint circuits to provide services to an end-user customer and both receive compensation for these services from that customer. Thus, to the extent one of

those circuits requires regeneration, Qwest has made a business decision not to charge the CLEC for regeneration since Qwest itself is also using that circuit to provide services to the customer. In contrast, in a CLEC-to-CLEC relationship Qwest is removed from the transaction between Covad and its CLEC partner. In that instance, Qwest does not design, install, test or maintain the joint circuit between Covad and its CLEC partner unless requested to do so. Qwest also receives no compensation from the end-user customer who is provided service through this joint circuit by Covad and its CLEC partner. In essence, Qwest is simply a bystander with respect to the joint circuits involved in that CLEC-to-CLEC relationship. Though Qwest always stands ready to assist Covad and its CLEC partner by providing regeneration of the joint circuit between them, if necessary, Qwest will not provide this capability for free, and should not be required to provide it on a wholesale basis at TELRIC rates.

Most importantly, the FCC orders cited above are clear that Qwest is not obligated to provide CLEC-to-CLEC cross connections, much less regeneration, as part of its collocation obligations under the Telecommunications Act. As I discuss in greater detail above, the Commission specifies the situations in which ILECs must provide CLECs with cross connections, and there is no requirement given Qwest's practices of allowing the CLEC to make the cross connections themselves that regeneration be a part of the cross connection. To the extent such regeneration is needed, CLECs may order CLEC-to-CLEC regeneration as a finished service out of Qwest's FCC 1 Access Tariff.

Q. ON PAGES 10-12 OF HIS TESTIMONY, MR. ZULEVIC CLAIMS THAT CLECS CANNOT EFFECIENTLY PROVIDE REGENERATION ON THEIR OWN. IS THAT TRUE?

A. As I stated earlier, Qwest is not required to provide the cross-connection and is not responsible for the signal or for regeneration. Covad and its CLEC partner have options available for providing regeneration. Covad and its CLEC partner could regenerate the signal traveling between them from either of their collocation spaces in order to meet the ANSI standards described by Mr. Zulevic. They could also purchase collocation space and place repeaters in the space to provide a mid-span boost. If Covad believes that a mid-span boost is more efficient from an engineering perspective, it has that option available to it.

Q. ON PAGE 12 OF MR. ZULEVIC'S TESTIMONY HE DISCUSSES QWEST'S PRODUCT (COCC-X), CLAIMING THAT QWEST HAS PREVIOUSLY PROVIDED REGENRATION OF THAT CONNECTION FOR FREE. IS THAT TRUE?

A. No. COCC-X is a cross connect wire that serves to bridge the gap between two CLEC termination points on a common ICDF. Qwest originally offered this product at the request of the CLECs during the 271 proceedings. COCC-X cross connect is nothing more than a jumper wire on a common ICDF where the wire length ranges anywhere from 20 feet to 100 feet. The wire connects point A with point B. The wire would connect a Covad termination point on the ICDF with a termination point occupied by another CLEC on the same ICDF. COCC-X is provided to the CLEC only where the CLEC provides Connecting Facility Assignments ("CFA"), meaning that the CLEC must tell Qwest exactly where to connect the jumper wire on the ICDF (i.e., the CLECs had to specifically tell Qwest where point A and point B were

located on the ICDF). Regeneration is not offered as a part of this product. Where COCC-X is used, the CLEC is responsible for the design of the circuit and Qwest cannot be responsible for ensuring adequate end to end signals. Qwest is responsible only for installation of the jumper on the ICDF.

Qwest has never provided COCC-X for free. And, its important to keep in mind that Qwest did not limit the CLECs with respect to their ability to perform the cross connect themselves if they so desired.

Q. MR. ZULEVIC EXPLAINS THAT QWEST PROPOSED UPDATES TO TECHNICAL PUBLICATION 77386 DELETING CHAPTER 15. COULD YOU PLEASE COMMENT ON WHY QWEST REMOVED CHAPTER 15 FROM ITS TECHNICAL PUBLICATION?

A. Yes. In an effort to clarify which party would provide regeneration between Qwest and the CLEC, Chapter 15 was removed, relieving the CLEC of any responsibility to provide regeneration when the *CLEC connects to Qwest (i.e., an ILEC to CLEC relationship)*. The paragraph in Mr. Zulevic's direct says "the CLEC's are no longer responsible for determining if regeneration is required, Qwest is now responsible for that determination. As a result of this change in responsibility, the tech pub is being updated to remove all statements and NC/NCI codes that indicate that the CLECs need to order regeneration, or are responsible for determining when regeneration is required." This language is specifically based on an *ILEC-CLEC* relationship. In chapter 5 of the technical publication, basic responsibilities remain the same where "the CLEC has the responsibility to design the service for their customer." This is

especially true where the CLEC is engaged in a third party relationship with another CLEC to serve end user customers and Qwest is a bystander to that transaction.

Q. IN HIS DIRECT TESTIMONY MR. ZULEVIC PRESENTED DOCUMENTS IDENTIFIED AS EXHIBITS MZ-1 AND MZ-2 FOR THE PROPOSITION THAT QWEST HAS AND SHOULD CONTINUE TO PERFORM ALL CROSS CONNECTION FUNCTIONS, INCLUDING REGENERATION, AS PART OF ITS COCC-X PRODUCT. DO YOU AGREE?

A. No. Nothing in the exhibits can be read to suggest that Qwest will provide CLEC-to-CLEC regeneration free of charge or that the COCC-X product includes regeneration. Additionally, there is nothing in these exhibits which refute the fact that the COCC-X product is nothing more than a jumper wire from two termination points identified by the CLEC on a common ICDF as discussed earlier in my testimony. Both of these exhibits represent discussions held between Qwest and participating CLECs in the Change Management Process ("CMP"). They include responses from Qwest informing the CLEC community what Qwest would do from a technical perspective. The responses have nothing to do with pricing of the services provided.

For example, Exhibit MZ-2 discusses a change Qwest was making to its Technical Publication #77386 ("Tech Pub"). In the change request, Eschelon was concerned that Qwest did not define how it would meet the ANSI standards on a CLEC-to-CLEC cross-connect at the ICDF. Qwest's response was that the Tech Pub change was not eliminating regeneration but, merely removing CLEC responsibility in an ILEC-to-CLEC relationship. Furthermore, this exhibit provides a detailed analysis of the connection at issue and does not discuss the cost of the product.

Exhibit MZ-1 predates Exhibit MZ-2, but is, in effect, the same type of discussion and response. Specifically, the exhibit references a concern Eschelon had regarding Qwest's definition of how it would meet the ANSI standards on a CLEC-to-CLEC cross connect through the ICDF and asked that Qwest commit to providing a signal that adhered to the ANSI standards. Once again, Qwest assured the CLEC community that it would adhere to the ANSI standards on a ILEC-to-CLEC connection. As with Exhibit MZ-2, there is nothing in Exhibit MZ-1 suggesting that if regeneration was required under the ANSI standards on a CLEC-to-CLEC cross connect, that Qwest would provide such regeneration free of charge or even at a TELRIC rate. Qwest has never committed to offer regeneration for free, or at TELRIC rates, for CLEC-to-CLEC cross connects. And, since Qwest is essentially a bystander to the CLEC-to-CLEC relationship, there is no good policy reason why Qwest should have to provide regeneration to the CLECs for free, or at TELRIC rates.

Q. ON PAGE 15, MR. ZULEVIC POINTS TO THE 271 PROCEEDINGS IN WHICH THIS COMMISSION DENIED QWEST RECOVERY OF A PROPOSED REGENERATION CHARGE. IS THIS COMMISSION ACTION RELEVANT TO COVAD'S POSITION HERE?

A. No. Once again, Covad has improperly confused the concepts of an ILEC-to-CLEC connection with a CLEC-to-CLEC connection. As I state in my direct testimony, Qwest has agreed not to charge for regeneration on an ILEC-to-CLEC connection, and this agreement is reflected in the removal of the channel regeneration charge in section 8.1.7 (Intentionally Left Blank) of Exhibit A[1] to its comments filed in the Utah cost docket proceeding. The rationale behind this is that in

[1] See ICA and 7th Revised SGAT Exhibit A.

a Qwest to CLEC scenario, Qwest is a party to the connection, and provides a service to the end-user customer. In a CLEC-to-CLEC connection, Qwest is not involved in the relationship between the two CLECs, has no control or involvement in the facilities shared between them, and does not provide a service to the CLEC end-user customer. However, if a CLEC requests that Qwest establish the cross connect between that CLEC and its third party partner even though that CLEC could provision its own facility, Qwest will provide the facility, including the testability, but will charge a market rate for that connection.

Q. IS QWEST'S POSITION ON CLEC-TO-CLEC REGENERATION ANTI-COMPETITIVE AS MR. ZULEVIC SUGGESTS ON PAGE 15?

A. No. Qwest is consistent in its procedures for the provisioning of regeneration in its central office. The "later in time collocators" as suggested by Mr. Zulevic would not be charged when connecting to Qwest but are required to administer, design, and provide for provisioning of its circuit to protect its network and customers. Mr. Zulevic implies that the FCC's efficiency requirements as they pertain to the assignment of collocation space serve as the foundation upon which this Commission should order Qwest to provide CLEC-to-CLEC regeneration free of charge. Qwest is mandated by the FCC to manage collocation space on a first come, first served basis in a just, reasonable, and non-discriminatory manner.

Qwest allows the CLEC access to the central office where the CLEC is given a choice in how to connect itself to another CLEC, and because Qwest allows such access, the CLEC has the opportunity to provision transmission facilities in a manner that best provides for its business model without Qwest involvement.

Qwest does not determine if and when a CLEC will enter into an interconnection relationship with another CLEC and certainly does not force any CLEC into any type of architecture. Therefore, Qwest removes itself from competitive relationships between CLECs giving the CLECs ample opportunity to compete and make business decisions without Qwest participation.

IV. SUMMARY AND CONCLUSION

Q. PLEASE SUMMARIZE YOUR TESTIMONY?

A. As set forth above, Qwest's language on this disputed issue is consistent with Qwest's obligations under the FCC's rules and regulations, while Covad's proposed language has no sustainable basis in law. Accordingly, the Commission should adopt Qwest's language on this disputed issue.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.