

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

**In the Matter of the Petition of )  
Eschelon Telecom of Utah, Inc. for )  
Arbitration with Qwest Corporation, )  
Pursuant to 47 U.S.C. Section 252 of the )  
Federal Telecommunications Act of 1996 )**

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**DOCKET NO. 07-2263-03**

**SURREBUTTAL TESTIMONY**

**OF**

**RENÉE ALBERSHEIM**

**FOR**

**QWEST CORPORATION**

**Disputed Issues: 1-1, 12-64, 12-67, 12-71, 12-72, 12-73 and 12-87**

**QWEST EXHIBIT 1SR**

**AUGUST 10, 2007**

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1 **I. IDENTIFICATION OF WITNESS**

2

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

4 A. My name is Renée Albersheim. I am employed by Qwest Services Corporation, parent  
5 company of Qwest Corporation (“Qwest”), as a Staff Witnessing Representative. I am  
6 testifying on behalf of Qwest. My business address is 1801 California Street, 24th floor,  
7 Denver, Colorado, 80202.

8

9 **Q. DID YOU FILE DIRECT TESTIMONY ON JUNE 29, 2007 AND REBUTTAL**  
10 **TESTIMONY ON JULY 27, 2007?**

11 A. Yes, I did.

12

13 **II. PURPOSE OF TESTIMONY**

14

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

16 A. The purpose of my testimony is to respond to portions of the rebuttal testimony of  
17 Eschelon witnesses Mr. Douglas Denney, Mr. Michael Starkey and Ms. Bonnie Johnson.

18

1                   **III. THE CHANGE MANAGEMENT PROCESS (“CMP”)**

2  
3 **Q. ESCHELON CLAIMS THAT ITS ICA PROPOSALS HAVE NO IMPACT ON**  
4 **THE CHANGE MANAGEMENT PROCESS (“CMP”).<sup>1</sup> PLEASE RESPOND**  
5 **GENERALLY.**

6 A. Eschelon’s proposals for the parties' interconnection agreement would have no impact on  
7 the CMP if Qwest could reasonably maintain one set of systems, processes and  
8 procedures for Eschelon and another set of systems, processes and procedures for other  
9 CLECs. That is simply not the case, however, for the disputes at issue in this arbitration.  
10 Separate systems, processes and procedures would create an administrative burden for  
11 Qwest and would increase the potential for errors, thereby degrading the quality of the  
12 service that Qwest provides to its CLEC customers. Maintaining separate systems,  
13 processes and procedures would not be efficient, and would result in increased costs, and  
14 at times might not even be technically feasible.

15  
16 If Eschelon’s CMP-related proposals were to be adopted, in order to maintain a single set  
17 of processes, Qwest would have to seek an ICA amendment from Eschelon before  
18 implementing any change request submitted by CLECs or by Qwest that would have an  
19 impact on the related systems, processes or procedures. At best, this onerous requirement  
20 would insert extra steps into the process required by the CMP. At worst, this burden  
21 would give Eschelon the power to veto change requests submitted by other CLECs

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<sup>1</sup> See, for example, Starkey Rebuttal at page 18.

1 through the CMP. No single CLEC should have the ability to prevent other CLECs from  
2 having changes implemented in the CMP.

3  
4 **Q. YOU MENTIONED COSTS ABOVE, AND AS A FORMER PROGRAMMER,**  
5 **YOU HAVE EXPERIENCE ESTIMATING THE COSTS OF SYSTEMS**  
6 **CHANGES. WOULD YOU EXPLAIN THE KINDS OF TASKS ASSOCIATED**  
7 **WITH MAKING THE SYSTEMS CHANGES YOU DESCRIBE ABOVE?**

8 A. Yes. A change to systems generally involves the following steps: analysis, design,  
9 development, testing and implementation. Analysis includes evaluation of the change  
10 requested, and a determination of all of the specific requirements of the change. During  
11 the design phase, a determination is made as to how best to meet the requirements of the  
12 change. Generally this task involves choosing between altering existing computer  
13 programs, creating new programs to integrate with existing programs, or when required,  
14 reprogramming the entire application to accomplish all requirements. During  
15 development, the actual programming changes are made. The next step is testing.  
16 Testing is usually done in phases. The first phase will test the new or changed programs  
17 to ensure they work properly. The next phase will integrate the new or changed programs  
18 into the larger application. The application will be tested internally to make sure that it  
19 still works properly. The last phase of testing involves using the application with  
20 production data to ensure that the changes have no negative impacts on the systems the  
21 application works with. If any stage of testing fails, further development work may be  
22 required. After additional development is completed, testing starts over again. The

1 change will not move forward to implementation until it successfully completes all  
2 phases of testing. The last phase is implementation. This often involves a test period in  
3 which the people who use the application test the new version to make sure it works  
4 properly and that it meets the requirements of the original change request. Upon end-user  
5 acceptance, the change is considered complete.

6  
7 **Q. HOW DO YOU ESTIMATE THE COST OF MAKING A CHANGE LIKE THE**  
8 **ONE DESCRIBED ABOVE?**

9 A. The cost for each of the steps discussed above can be measured as a labor rate multiplied  
10 by the number of labor hours required to complete each step. For example, if the labor  
11 rate applied to this work is \$60 per hour, and the steps for the change can be completed  
12 with 100 hours of effort, generally the time required for a very basic programming  
13 change will cost \$6,000.

14  
15 **Q. ARE THE COSTS OF MAKING A CHANGE THE ONLY COSTS TO**  
16 **CONSIDER?**

17 A. No. One must also consider the cost of maintaining the change, especially if it is made  
18 for one end-user and not for all others. Going forward, any time the application is  
19 changed, one must make sure that all subsequent changes work for the one end-user, and  
20 for all the other end-users. This adds time and, therefore, adds costs to all phases of  
21 development for all changes going forward.

1 **Q. WITH REGARD TO QWEST'S OPERATIONS SUPPORT SYSTEMS (“OSS”),**  
2 **YOU HAVE ARGUED THAT INCREASED COMPLEXITY RESULTS IN A**  
3 **GREATER POSSIBILITY FOR ERRORS. CAN YOU EXPAND ON THAT?**

4 A. Yes. As computer programs become more complex, it becomes more difficult to  
5 anticipate the impact a change can have on these programs. Programmers will try to  
6 come up with test scenarios to encounter all possibilities, but sometimes they are not  
7 successful. So when programs are more complex, the full impact of changes, including  
8 impacts to other applications or systems, may not be discovered until after the change is  
9 implemented. In a worst-case scenario, this can result in a significant slow down in  
10 system response time, or worse, it can result in system shutdown.

11

12 **Q. DOES INCREASED COMPLEXITY IMPACT HUMAN PROCESSES, AS WELL**  
13 **AS SYSTEMS PROCESSES?**

14 A. Yes. For example, a service delivery coordinator who must manually process a CLEC  
15 order will be more efficient and accurate if typing that order is standardized. Every  
16 variation in how that order must be typed increases the complexity of the process, and  
17 increases the likelihood of errors.

18

19 **Q. WILL ESCHELON’S PROPOSALS, SUCH AS FOR JEOPARDY NOTICES,**  
20 **RESULT IN ADDED COMPLEXITY?**

21 A. In the specific example of jeopardy notices, Eschelon wants this Commission to believe  
22 that Qwest can maintain jeopardy notice requirements specific to Eschelon, and allow the

1 CMP to maintain separate jeopardy notice requirements for all other CLECs. Qwest's  
2 jeopardy notices are created by a series of computer programs, however. Thus,  
3 Eschelon's proposed ICA language would require Qwest to maintain two separate sets of  
4 computer programs.

5  
6 **Q. MR. STARKEY HAS A RATHER LENGTHY DISCUSSION OF A SO-CALLED**  
7 **PROPOSED NEW STANDARD IN QWEST'S ADVOCACY REGARDING**  
8 **ESCHELON'S PROPOSED CONTRACT LANGUAGE.<sup>2</sup> HAS QWEST**  
9 **CHANGED ITS POSITION REGARDING ESCHELON'S PROPOSALS FROM**  
10 **ONE STATE TO THE NEXT?**

11 **A.** No. Qwest has consistently opposed Eschelon's attempts to use the contract to change  
12 and/or lock in processes and procedures that are managed via the CMP. All of the  
13 contract sections covered in my testimony deal with Eschelon proposed contract language  
14 that is not consistent with Qwest's current process and procedures. Through the course  
15 of this litigation Qwest has found better ways to articulate opposition to these changes,  
16 but Qwest's position has not changed. Changes to Qwest's operations should not be  
17 permitted for one CLEC through that CLEC's ICA.

18  

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<sup>2</sup> See Starkey Rebuttal pages 5-15.



1 **Q. HAS QWEST CHANGED ITS POSITION WITH REGARD TO THE PURPOSE**  
2 **OF THE CMP?**

3 **A.** No. Throughout this litigation, Qwest has maintained that ICAs are intended to  
4 determine the terms and conditions under which services are to be provided by Qwest to  
5 CLECs. Qwest has also consistently maintained that the processes and procedures  
6 governing how those services are to be provided should not be part of an ICA, but rather  
7 should be standardized for all CLECs and should be managed via the CMP.

8

9 **Q. ESCHELON'S WITNESSES CLAIM, THAT ESCHELON'S PROPOSALS**  
10 **REFLECT THE STATUS QUO.<sup>3</sup> IS THAT CORRECT?**

11 **A.** No. Eschelon's proposals for service intervals (Issue 1-1), acknowledgement of mistakes  
12 (Issue 12-64), expedited orders (Issue 12-67), jeopardies (Issue 12-71), and controlled  
13 production testing (Issue 12-86) do not reflect Qwest's current operating procedures. If  
14 these proposals are accepted, Qwest will be forced to treat Eschelon differently than it  
15 treats all other CLECs, or Qwest will be forced to change its operations to be consistent  
16 with Eschelon's contract, thereby adversely affecting the operations of other CLECs. If  
17 intervals are changed in the CMP, the change will not apply to Eschelon and opt-ins to  
18 Eschelon's contract without the advice adoption letter. There is a potential that Qwest  
19 will have to deal with two intervals, one for Eschelon, and one for everyone else. The  
20 end result is that an interval change will not be possible until Eschelon signs an advice

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<sup>3</sup> See for example, Starkey Rebuttal pages 11, 13 and 64.

1 adoption letter. Thus Eschelon will have the ability to hold interval changes hostage.

2

3 **Q. MR. STARKEY ARGUES THAT “QWEST ALONE IS IN CHARGE OF ITS**  
4 **TEMPLATE AND THE COMMISSION SHOULD BE AWARE THAT THE**  
5 **TEMPLATE IS NOT ARRIVED AT THROUGH COLLABORATION WITH**  
6 **CLECS EITHER IN CMP OR ELSEWHERE.”<sup>4</sup> HAS QWEST TAKEN THE**  
7 **POSITION IN THIS ARBITRATION, OR IN ANY OTHER, THAT THE**  
8 **NEGOTIATIONS TEMPLATE LANGUAGE CANNOT BE CHANGED**  
9 **THROUGH NEGOTIATION?**

10 A. No, not at all. However, the negotiations template has proven valuable in the 170+ new  
11 agreements that Qwest has entered into with other CLECs over the past two years.  
12 Qwest reasonably believes that the existence of these agreements, and the existence of  
13 Qwest’s processes to act consistently with these agreements, is powerful evidence that  
14 the terms of these agreements have been effective.

15

16 **Q. MR. STARKEY STATES ON PAGE 19 OF HIS REBUTTAL TESTIMONY,**  
17 **THAT “ESCHELON AND OTHER CLECS ALSO NEED A MECHANISM TO**  
18 **COMMENT ON, OR OBJECT TO, PROPOSED QWEST CHANGES AND TO**  
19 **SUBMIT THEIR OWN REQUESTS BECAUSE QWEST CHANGES ARE NOT**  
20 **ONLY INTERNAL TO QWEST BUT HAVE AN EFFECT ON ESCHELON AND**  
21 **HOW IT MAY CONDUCT BUSINESS.” DO YOU AGREE?**

22 A. Yes. With this comment, Eschelon admits that the CMP serves a critical role. The CMP

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<sup>4</sup> Starkey Rebuttal, at p. 24.

1 gives CLECs the mechanism to which Mr. Starkey refers. Rather than nullifying the  
2 CMP by allowing Eschelon to freeze certain, one-off processes in place, the Commission  
3 should adopt Qwest's proposed CMP-related ICA language.

4  
5 **Q. MR. STARKEY IMPLIES IN HIS DISCUSSION OF THE CMP THAT BECAUSE**  
6 **PRODUCT AND PROCESS CHANGE REQUESTS ARE NOT VOTED ON IN**  
7 **THE CMP, AS SYSTEMS CHANGE REQUESTS ARE, CLECS NEED GREATER**  
8 **PROTECTION IN THEIR INTERCONNECTION AGREEMENTS AGAINST**  
9 **FUTURE PRODUCT AND PROCESS CHANGE REQUESTS.<sup>5</sup> IS THIS A**  
10 **VALID ARGUMENT?**

11 A. No. Voting in the CMP does not give CLECs greater protection against changes caused  
12 by systems change requests. What voting does is allow CLECs to determine the order in  
13 which changes will take place. Mr. Starkey has not described the voting process in the  
14 CMP accurately. Budget and system resources available to implement systems change  
15 requests are limited. As a result, the votes that are taken regarding systems change  
16 requests allow CLECs to determine which change requests have greater priority, so that  
17 they can be implemented sooner, rather than later. The votes do not determine whether  
18 the change request will be implemented or not. Voting is not needed to prioritize product  
19 and process change requests because these requests are limited by the same constraints as  
20 systems change requests. In other words, if a product or process change request is  
21 accepted into the CMP, Qwest has determined that resources are available to implement  
22 that change request. Thus, Mr. Starkey's argument that CLECs need greater protection in

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<sup>5</sup> Starkey Rebuttal at page 44.

1 interconnection agreements because product and process change requests are not  
2 prioritized by a vote is misplaced. What Mr. Starkey's argument does is highlight what  
3 appears to be Eschelon's true purpose, which is apparently to freeze processes in place in  
4 its interconnection agreement so the CMP will not be allowed to function as it was  
5 intended.

6  
7 **Q. MR. STARKEY CLAIMS ON PAGE 52 OF HIS REBUTTAL TESTIMONY**  
8 **THAT QWEST MISREPRESENTS THE FACTS WHEN IT STATES THAT NO**  
9 **CHANGE REQUESTS DEVELOPED THROUGH CMP HAVE CONFLICTED**  
10 **WITH INTERCONNECTION AGREEMENTS. HAS QWEST**  
11 **MISREPRESENTED THE FACTS?**

12 A. No. To support his argument, Mr. Starkey refers to Qwest notifications as if they were a  
13 hidden smoking gun. But he provides no specific examples of Qwest notifications  
14 whatsoever. Instead, he refers to Eschelon's "CRUNEC" example and to a complaint  
15 proceeding in Arizona. With regard to the "CRUNEC" example, I explained in my direct  
16 testimony that Qwest was simply clarifying a definition. That clarification of the word  
17 "conditioning" did not contravene any ICAs. With regard to the Arizona complaint  
18 proceeding, a hotly-contested part of the dispute is the meaning of the terms of the ICA at  
19 issue and how these terms should be interpreted. It is Qwest's position that it has never  
20 violated the parties' ICA.

21

1 **Q. MR. STARKEY REFERS TO ATTACHMENTS 5 AND 6 OF ITS CURRENT**  
2 **INTERCONNECTION AGREEMENT WITH QWEST IN MINNESOTA AS**  
3 **EVIDENCE THAT QWEST CONSIDERS “BUSINESS PROCESS”**  
4 **APPROPRIATE FOR INCLUSION IN INTERCONNECTION AGREEMENTS**  
5 **GENERALLY.<sup>6</sup> HOW DO YOU EXPLAIN THE FACT THAT THERE ARE**  
6 **PROCESSES AND PROCEDURES IN THE ICA?**

7 A. In Minnesota, Eschelon adopted the original ICA between Qwest and AT&T that was  
8 executed in 1997. The language and attachments to that agreement pre-date the existence  
9 of the CMP and are significantly out-of-date. As I explained in my rebuttal testimony,  
10 Qwest agreed in its older contracts to a considerable amount of process and procedure  
11 language. Doing so, however, made compliance with many varied contractual  
12 requirements difficult. Since then, the industry created the CMP and Qwest has tried  
13 consistently to exclude process and procedure language from its ICAs so that it has  
14 uniform practices in place and so the CMP can function efficiently and effectively.

15

16 **Q. MR. STARKEY GOES TO SOME LENGTH IN HIS REBUTTAL TESTIMONY**  
17 **TO CLAIM THAT QWEST HAS WAFFLED ON ADDRESSING *TRO/TRRO***  
18 **RELATED ISSUES IN THE CMP.<sup>7</sup> PLEASE COMMENT.**

19 A. Qwest has made several attempts to address *TRO/TRRO* implementation issues in the  
20 CMP, all of which have met with resistance from Eschelon. This includes Qwest’s effort  
21 to implement processes solely for those CLECs who have signed *TRO/TRRO*

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<sup>6</sup> Starkey Rebuttal at p. 34.

<sup>7</sup> See, for example, Starkey Rebuttal, at pp. 26-31.

1 interconnection agreements and *TRO/TRRO* amendments. These CLECs need to know  
2 how to do business with Qwest under the terms of these agreements. What Mr. Starkey  
3 describes as “waffling” are really Qwest’s attempts to deal with the concerns raised by  
4 Eschelon and the reality that many of the terms at issue are subject to litigation with a  
5 coalition of CLECs led by Eschelon. Qwest’s actions with regard to implementation of  
6 the *TRO/TRRO* requirements in the CMP demonstrate that Qwest is not and cannot act  
7 arbitrarily to implement changes through the CMP.

8  
9 **Q. AS PART OF ESCHELON'S CRITICISM OF QWEST'S HANDLING OF**  
10 ***TRO/TRRO*-RELATED ISSUES IN THE CMP, MR. STARKEY REFERS TO**  
11 **"SECRET PCATS".<sup>8</sup> IN THIS ARBITRATION, ESCHELON HAS**  
12 **ATTEMPTED TO ATTACK QWEST'S POSITION WITH REGARD TO THE**  
13 **CMP-RELATED ISSUES IN DISPUTE BY PRESENTING A HANDFUL OF**  
14 **FACTUAL ALLEGATIONS CONCERNING, FOR EXAMPLE, THE PCATS**  
15 **AND CRUNEC. PLEASE RESPOND.**

16 **A.** Besides distorting the facts associated with these examples, Eschelon holds out these few  
17 isolated examples as the rule in the CMP, rather than the exception. As I illustrated in  
18 my rebuttal testimony, Eschelon presents just a few examples, despite the fact that the  
19 CMP handled 1,069 different change requests up to the date of the filing of my rebuttal  
20 testimony. Eschelon concedes that an evaluation of the CMP would look much different  
21 if the review included all the examples of issues that the CMP handles successfully. At  
22 the arbitration hearing in Minnesota, an attorney for the Minnesota Department of

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<sup>8</sup> See, for Example, Starkey Rebuttal, at p. 28.

1 Commerce asked Eschelon witness, Bonnie Johnson, the following questions in cross  
2 examination:

3  
4 Q: I just have one more question...You basically provided exhibits without  
5 textural explanations...[T]he exhibits to your testimony don't generally  
6 concern instances where the CMP process...has worked for Qwest and  
7 Eschelon but, rather, examples of where either that process hasn't worked  
8 or that there continues to be disputes; right?

9  
10 A: Correct.

11  
12 Q: So we might have a different binder if we were looking at examples of  
13 where a CMP process was successful?

14  
15 A: That is correct.<sup>9</sup>  
16

17 **Q. MR. STARKEY CLAIMS ON PAGES 47-48 OF HIS REBUTTAL TESTIMONY**  
18 **THAT QWEST CANNOT CLAIM THAT ALL CMP PARTICIPANTS SHOULD**  
19 **HAVE A SAY IN A CMP DISPUTE BECAUSE A CLEC CAN FILE A DISPUTE**  
20 **OUTSIDE THE CMP. WHAT IS QWEST'S BASIS FOR THIS CLAIM?**

21 A. First, as I discussed in my direct and rebuttal testimony, the CMP Document contains  
22 very specific procedures for disputes in the CMP. These procedures mandate notice to  
23 all CLECs and provide all interested CLECs with the opportunity to participate.  
24 Eschelon claims that by raising issues in this proceeding, it has somehow simultaneously  
25 raised the issues in the CMP. That cannot be true because Eschelon has not submitted a  
26 change request, an escalation, a demand for postponement, or pursued any other recourse  
27 available to it in the CMP itself. As a result, other CMP participants who may have an  
28 interest in the process and procedured issues at stake in this arbitration proceeding have

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<sup>9</sup> See Minnesota Hearing Transcript, vol. 4, p. 122, lines 11-25 through p. 123, lines 1-2.

1 no notice and have no opportunity to comment on how Eschelon's proposals would  
2 impact their business operations. All CLECs are entitled to the same stability and  
3 business planning opportunities that Eschelon claims to seek through its CMP-related  
4 proposals in this arbitration. Finally, Eschelon is seeking to bypass the CMP and its  
5 participants by trying to accomplish changes to Qwest's processes and procedures via its  
6 ICA rather than via the industry forum that was created to accomplish these changes. All  
7 participants in this industry forum have a vested interest in such changes.

8  
9 **Q. MR. STARKEY ARGUES THAT QWEST DOES NOT NEED THE DISPUTE**  
10 **RESOLUTION PROCESS SET FORTH IN THE CMP DOCUMENT BECAUSE**  
11 **“QWEST CAN UNILATERALLY CHOOSE WHAT IT WILL, AND WILL NOT,**  
12 **IMPLEMENT WITHIN CMP.”<sup>10</sup> PLEASE RESPOND.**

13 A. First, as I have explained at some length in my direct and rebuttal testimony by citing to  
14 specific provisions in the CMP Document, Qwest cannot act unilaterally in the CMP. In  
15 redesigning the CMP in 2002, CLECs ensured that they would have several powerful,  
16 effective mechanisms through which they could object to, and halt, Qwest actions.  
17 Second, Qwest may very well use the dispute resolution process set forth in the CMP  
18 Document in the future.

19  

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<sup>10</sup> Starkey Rebuttal, at p. 46.



1 **Q. DOES THE EXAMPLE CITED BY MR. STARKEY IN SUPPORT OF HIS**  
2 **CLAIM THAT QWEST CAN UNILATERALLY ACT THROUGH THE CMP**  
3 **SUPPORT ESCHELON'S POSITION?**

4 A. No. Mr. Starkey suggests that because Qwest controls the budget for change requests  
5 submitted in the CMP, Qwest controls the CMP process. But systems change requests  
6 are ranked through a vote of all CMP participants. It is not Qwest that prioritizes the  
7 implementation of changes requested through the CMP. If systems change requests  
8 submitted by Qwest are ranked low by a vote of all of the participating CLECs, then they  
9 are not implemented. Mr. Starkey further argues that Qwest can manipulate the budget to  
10 ensure that certain change requests will be implemented in spite of such change requests  
11 ranking. But that cannot be true because Qwest sets the budget for each IMA release  
12 long before the CMP participants vote to prioritize which change requests will be  
13 implemented in each release.

14

15 **Q. IN OTHER STATES, MR. STARKEY HAS ARGUED THAT QWEST ACTS**  
16 **UNILATERALLY THROUGH THE CMP AND CAN CONTROL THE CMP**  
17 **THROUGH ITS BUDGET FOR SYSTEMS CHANGE REQUESTS? IS THAT**  
18 **PERSUASIVE?**

19 A. No. Qwest has withdrawn 30% of the systems change requests it has submitted in the  
20 CMP because they were ranked too low in the voting process by the CMP participants. If  
21 Qwest could control the CMP process unilaterally, as well as which change requests are  
22 implemented, by manipulating the budget, it would not have withdrawn any of the

1 change requests it desired to have implemented, let alone 30% of them.

2  
3 **IV. ISSUE 1-1: SERVICE INTERVALS**  
4

5 **Q. MR. STARKEY CLAIMS THAT ESCHELON'S PROPOSED LANGUAGE IS**  
6 **IDENTICAL TO SECTION 1.7.1 OF THE SGAT, WHICH PROVIDES FOR AN**  
7 **ADVICE ADOPTION LETTER.<sup>11</sup> IS HE CORRECT?**

8 A. No. First, Eschelon's proposed language is not the same as Section 1.7.1 in the SGAT.  
9 Section 1.7.1 deals with the creation of new interconnection products and services, and  
10 has nothing to do with changes to provisioning intervals. Second, Section 1.7.1 of the  
11 SGAT and in Qwest's negotiations template, which is a more current document, permits  
12 amendments to allow CLECs the opportunity to take advantage of new Qwest product  
13 and service offerings. That section has nothing to do with service intervals. Third,  
14 Eschelon is trying to establish a new process for itself to usurp a process that was already  
15 established through the CMP and that is handled through the CMP. Creating a separate  
16 process that mandates the use of specific letters in no way "streamlines" the existing  
17 service interval process.<sup>12</sup> On the contrary, it adds unnecessary, burdensome  
18 complexity, not to mention a one-off special process for one CLEC that Qwest must  
19 expend extra resources to try to keep track of in the future.

20  

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<sup>11</sup> Starkey Rebuttal, at p. 64.

<sup>12</sup> Starkey Rebuttal, at pp. 60, 64 and 68.

1 **Q. MR. STARKEY POINTS OUT THAT THE PROCESS FOR ADDING NEW**  
2 **PRODUCTS UNDER THE SGAT IS NOT CUMBERSOME AND DOES NOT**  
3 **REQUIRE MICRO-MANAGEMENT.<sup>13</sup> DOES THAT TESTIMONY ADDRESS**  
4 **QWEST'S CONCERNS WITH ESCHELON'S PROPOSAL?**

5 A. No. Qwest's primary concern is about the impact that Eschelon's proposal has on the  
6 intervals for existing products. When evaluating this issue, the Commission should  
7 weigh the relative benefits of locking intervals in place as a part of a proceeding  
8 involving Qwest and Eschelon versus the value of having service interval issues resolved  
9 through the CMP. For the reasons discussed throughout my testimony, Qwest believes  
10 that the CMP provides meaningful protections for CLECs, while creating the flexibility  
11 to make modifications as the industry evolves.

12

13 **Q. MR. STARKEY CLAIMS THAT YOUR CITE TO THE *TRO/TRRO* DOES NOT**  
14 **SUPPORT YOUR ARGUMENT AT ALL.<sup>14</sup> HOW DOES YOUR REFERENCE**  
15 **TO THE *TRO/TRRO* SUPPORT YOUR ARGUMENT?**

16 A. The *TRO* and *TRRO* are examples of how the telecommunications industry changes and  
17 demonstrate Qwest's need for the flexibility to respond. Future industry changes, which  
18 may result from legal rulings or improvements in technology, for example, may require  
19 service interval changes. No party, not Qwest and not Eschelon, can predict when or how  
20 these changes will take place. But freezing intervals in Qwest's interconnection  
21 agreement with Eschelon would have the practical effect of hampering, or even

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<sup>13</sup> Starkey Rebuttal, at p. 65.

<sup>14</sup> Starkey Rebuttal, at p. 70.

1 preventing, the implementation of future changes through the CMP, especially because  
2 any such changes will require Qwest to execute interconnection agreement amendments  
3 with Eschelon and any CLECs that have opted into the Qwest-Eschelon interconnection  
4 agreement.

5  
6 **Q. MR. STARKEY STATES ON PAGE 68 OF HIS REBUTTAL TESTIMONY THAT**  
7 **ONLY QWEST CAN UNILATERALLY PREVENT CLECS FROM OBTAINING**  
8 **INTERVAL CHANGES VIA THE CMP. IS THAT TRUE?**

9 A. No. I explained in detail in my direct testimony and rebuttal testimony all the avenues of  
10 recourse that CLECs can take through the CMP when one or more of them object to a  
11 Qwest proposed change. This recourse includes filing written comments, escalating the  
12 objection to the CMP Oversight Committee, having implementation of the proposed  
13 change postponed through the CMP Document's detailed process for postponement,  
14 and/or seeking dispute resolution or filing a complaint with a state commission.

15  
16 **V. ISSUE 12-64: ACKNOWLEDGEMENT OF MISTAKES**  
17

18 **Q. ESCHELON BASES ITS POSITION ON THIS ISSUE ON THE RESULT OF A**  
19 **COMPLAINT THAT IT FILED AGAINST QWEST IN MINNESOTA. WHAT**  
20 **EFFORTS DID QWEST UNDERTAKE AS A RESULT OF THE 2003**  
21 **MINNESOTA DOCKET?**

22 A. In response to Eschelon's complaint in 2003, Qwest undertook significant efforts to

1 ensure that it handles wholesale orders in an appropriate manner and in a way that allows  
2 CLECs to compete meaningfully. These efforts are listed in Qwest's February 2004  
3 compliance filing in that docket and include such investments as: systems upgrades so  
4 that retail sales representatives could not access or modify wholesale orders; adoption of  
5 Performance Indicator Definition ("PID")-20 to evaluate how accurately Qwest processes  
6 LSRs; development of a quality assurance plan; implementation of a customized training  
7 program; etc. Qwest's implementation of these changes and improvements has been so  
8 effective that since the date of the compliance filing, Eschelon has never requested an  
9 acknowledgement of mistakes letter from Qwest for a customer. All of the efforts that  
10 Qwest undertook to address the issue raised in Eschelon's complaint demonstrate that  
11 Qwest has been proactive in ensuring that such mistakes do not take place in the future.  
12 They demonstrate that there is no need to impose further contractual obligations upon  
13 Qwest as requested by Eschelon.

14  
15 **Q. IN HER REBUTTAL TESTIMONY, MS. JOHNSON ASSERTS THAT**  
16 **ESCHELON'S PROPOSED LANGUAGE FOLLOWS THE MINNESOTA**  
17 **COMMISSION'S DECISION IN THE 2003 DOCKET.<sup>15</sup> IS THAT TRUE?**

18 **A.** No, as I explained in my rebuttal testimony, the Minnesota Commission's order was very  
19 specific, and the efforts that Qwest undertook so that CLECs can compete meaningfully  
20 were extensive and effective, as demonstrated by the record that I have described. As I  
21 said in prior testimony, the Minnesota Commission limited Qwest's obligation to

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<sup>15</sup> Starkey Rebuttal, at pp. 2-3.

1 wholesale orders. The scope of the original order was limited to wholesale orders.<sup>16</sup>

2  
3 **Q. MS. JOHNSON CLAIMS THAT QWEST HAS REFUSED TO PROVIDE ROOT**  
4 **CAUSE ANALYSIS ON JEOPARDIES.<sup>17</sup> DOES SHE EXPLAIN THE REASON**  
5 **FOR QWEST’S REFUSAL?**

6 A. No. Eschelon’s requests for root cause analysis are based on Eschelon’s erroneous  
7 position that Qwest is required to provide a Firm Order Commitment (“FOC”) at least a  
8 day before the new due date for orders placed in jeopardy. (See Issues 12-71, 12-72 and  
9 12-73.) Eschelon has asked Qwest to expend resources on root cause analyses based on a  
10 process that is not Qwest's current practice and that Qwest is not required to follow.  
11 Eschelon Exhibit 3.78 demonstrates how Eschelon’s proposed language for root cause  
12 analysis in the parties' ICA could result in abuse. Eschelon would be in a position to  
13 demand root cause analyses even when such demands were unreasonable and  
14 unwarranted.

15  
16 **Q. MS. JOHNSON CLAIMS ON PAGE 15 OF HER REBUTTAL TESTIMONY**  
17 **THAT RECIPROCITY IN A REQUIREMENT TO ACKNOWLEDGE**  
18 **MISTAKES IS NOT NECESSARY BECAUSE OF QWEST’S UNIQUE**  
19 **POSITION IN THE WHOLESALE MARKET. PLEASE RESPOND.**

20 A. Ms. Johnson does not acknowledge the fact that there are end-users who are customers of

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<sup>16</sup> *In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures, Order Finding Service Inadequate and Requiring Compliance Filing*; Docket No. P-421/C-03-616; (July 30, 2003), p. 9.

<sup>17</sup> Johnson Rebuttal, at p. 8.

1 both Qwest and Eschelon. Not all end-user customers choose to buy all of their  
2 telecommunications services from one provider. If Eschelon insists on imposing an  
3 obligation regarding acknowledgement of mistakes on Qwest, it should be willing to  
4 undertake the same obligation to acknowledge its own mistakes to customers who buy  
5 services from Qwest, as well as from Eschelon.

6  
7 **VI. ISSUE 12-67: EXPEDITES**  
8

9 **Q. DO YOU AGREE WITH THE WAY THAT EXPEDITES ARE PORTRAYED IN**  
10 **MR. DENNEY'S TESTMONY ADDRESSING THE ISSUE?**

11 A. No. An expedite is a service provided by Qwest for design and non-design service that is  
12 superior to what it provides to its own retail end-user customers. Expedites are not  
13 UNEs. The Eight Circuit made it clear that the Telecommunications Act does not require  
14 ILECs to provide services superior in quality to that which it provides to itself.<sup>18</sup> The  
15 Florida and Kentucky Commissions have both ruled specifically that expedites are not  
16 UNEs. They ruled that while ILECs must offer non-discriminatory access to expedites,  
17 they are not a Section 251 obligation.<sup>19</sup> Even the North Carolina Commission, which  
18 Eschelon cites in support of its arguments, ruled that expedites should be offered on the  
19 same terms and conditions as those provided to BellSouth's retail customers.<sup>20</sup>

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<sup>18</sup> Iowa Utilities Board v. FCC, 219 F.3d 744 (8th Cir. 2000).

<sup>19</sup> See *In re Joint Petition for Arbitration of Newsouth Communications Corp.*, Order, 2006 Ky. PUC LEXIS 159 at Issues 88 (Ky. PUC, Docket No. 2004-00044, March 14, 2006) and *In Re Joint Petition by NewSouth Communications Corp., Final Order Regarding Petition for Arbitration*, Fla. PUC, Docket No. 040130-TP (Oct. 11, 2005), 2005 Fla. PUC LEXIS 634, at 148.

<sup>20</sup> *In Re NewSouth Communications Corp. et al.*, 2006 WL 707683 \*47 (N.C.U.C. Feb. 8, 2006).

1 **Q. HOW IS THE SERVICE QWEST OFFERS TO ESCHELON AND OTHER**  
2 **CLECS SUPERIOR TO THAT WHICH IT PROVIDES TO ITS OWN RETAIL**  
3 **END-USER CUSTOMERS?**

4 A. Eschelon can obtain orders for high-capacity loops expedited by Qwest at rates, terms  
5 and conditions that are superior to that which Qwest provides to itself. Qwest's standard  
6 provisioning interval for DS1 and DS3 private lines is nine days. CLECs, including  
7 Eschelon, can obtain a DS1-capable loop in 5 days, and a DS3-capable loop in seven  
8 days. Thus, if a customer orders a DS1 capable loop from Eschelon and wants the line  
9 delivered in one day, the order will have to be expedited five days, and it would cost the  
10 customer \$1000 (\$200/day x five days). In contrast, if the same customer approaches  
11 Qwest and orders a DS1 private line (the retail analogue) and wants the line delivered in  
12 one day, the order must be expedited nine days and the cost to the customer is \$1800  
13 (\$200/day x nine days). Eschelon receives superior service.

14

15 **Q. IS IT TRUE, AS DESCRIBED BY MR. DENNEY, THAT QWEST HAD**  
16 **OFFERED EXPEDITES AT NO CHARGE, AND THEN UNILATERALLY**  
17 **STARTED CHARGING ESCHELON AND OTHER CLECS FOR THE**  
18 **SERVICE?<sup>21</sup>**

19 A. No. Qwest provided expedites for design services under certain defined circumstances, at  
20 no charge for CLECs, until it became apparent that CLECs were gaming the system.  
21 Previously, Qwest's program became unworkable because of the large number of

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<sup>21</sup> Denney Rebuttal, at pp. 122-123.



1 improper CLEC expedite requests. As a result, Qwest modified its expedite service  
2 through the CMP. As detailed in my direct testimony, Qwest provided ample advance  
3 notice of the changes to the expedite service. Expedites are a superior service, and a  
4 majority of CLECs have been willing to enter into an ICA amendment and pay \$200 per  
5 day for the service.

6  
7 **Q. MR. DENNEY CLAIMS THAT SINCE EXPEDITES FOR DESIGNED**  
8 **SERVICES ARE CLASSIFIED AS PRE-APPROVED, AND ALL A CLEC HAS**  
9 **TO DO TO REQUEST AN EXPEDITE IS CHECK A BOX ON AN LSR, THERE**  
10 **IS NO QUESTION THAT THE EXPEDITE WILL TAKE PLACE.<sup>22</sup> IS THAT**  
11 **ACCURATE?**

12 **A.** No. Pre-approved expedites only happen if Qwest has the resources available to expedite  
13 an order without impact to other existing orders.<sup>23</sup> In fact, Mr. Denney later contradicts  
14 himself when he acknowledges Qwest's need for resources by making a new language  
15 proposal discussed below. The fact that a CLEC can check a box on a form to request an  
16 expedite, rather than make a phone call to do so, is merely a fact regarding the process of  
17 making an expedite request and has no bearing on whether or not the expedite request is  
18 granted.<sup>24</sup>

19  

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<sup>22</sup> See Denney Rebuttal at p. 107 and footnote 267.

<sup>23</sup> The activities and associated costs involved in the determination of resource availability are discussed in the testimony of Teresa K. Million.

<sup>24</sup> In fact it may be necessary for Qwest to speak to the CLEC by telephone to discuss the details of the expedite request or to discuss an alternate due date to the one requested due to resource constraints at Qwest.

1 **Q. MR. DENNEY SUGGESTS ON PAGE 123 OF HIS REBUTTAL TESTIMONY**  
2 **THAT QWEST'S EXPEDITE PROCESS IS BASED ON A QWEST NOTICE,**  
3 **NOT ON COVAD'S CHANGE REQUEST. PLEASE RESPOND.**

4 A. The primary reason for this notice was to ensure parity among all Qwest customers, both  
5 wholesale and retail. Qwest's intent was to ensure that all Qwest customers, whether  
6 wholesale or retail, would have access to expedited orders under the same circumstances  
7 and, in the case of expedites for designed services, at the same rate.

8

9 **Q. DID ESCHELON HAVE ANY RECOURSE IF IT OBJECTED TO QWEST'S USE**  
10 **OF THE NOTICE DISCUSSED BY MR. DENNEY?**

11 A. Yes. Eschelon could have asked that the notice be reclassified as a "Level 4" change,  
12 thus requiring the submission of a change request.

13

14 **Q. DID ESCHELON ASK THAT THE NOTICE BE RECLASSIFIED?**

15 A. No.

16

1 **Q. IN PRIOR STATES, MR. DENNEY HAS CLAIMED THAT QWEST OFFERS**  
2 **EXPEDITES TO ITS RETAIL CUSTOMERS AT NO ADDED CHARGE, BUT**  
3 **REFUSES TO DO SO FOR ITS WHOLESALE CUSTOMERS. WAS MR.**  
4 **DENNEY CORRECT?**

5 A. No. Mr. Denney supported his assertion by referring to Qwest's retail tariffs.<sup>25</sup> The  
6 language he has relied on with more specificity in testimony in other states refers to the  
7 restoration of service (in other words, repair). The contract language at issue here does  
8 not relate to repair, it relates to new orders, and whether or not these new orders are to be  
9 expedited. As I noted in my rebuttal testimony, the Arizona Staff evaluated these  
10 arguments in Eschelon's expedite complaint case and determined correctly that language  
11 regarding repair is irrelevant to expedites.<sup>26</sup>

12  
13 In its testimony, Eschelon fails to note that: (1) the tariff provisions it cites concern only  
14 restoration of service, which is accomplished by a repair ticket, as opposed to an ASR or  
15 LSR for provisioning a circuit, after fire, flood or other Act of God; (2) restoration of  
16 service is wholly unrelated to expediting an order for a new loop; and (3) Qwest provides  
17 the same terms to CLECs when a CLEC's customer is eligible for waiver of non-  
18 recurring charges for restoration of service after a fire, flood or Act of God. At the  
19 arbitration hearing in Minnesota, Qwest's attorney asked Eschelon's expert witness,  
20 James Webber, several questions in cross-examination concerning the tariff provisions:

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<sup>25</sup> See for example Eschelon Exhibit 2.21.

<sup>26</sup> See *In The Matter of the Complaint of Eschelon Telecom of Arizona, Inc. Against Qwest Corporation*, Direct Testimony of Pemala Genung, January 30, 2007 ("AZ Genung Direct"), at p. 28.

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Q: ...It says under the heading for "J": "Reestablishment of service following fire, flood, or other occurrence;" is that right?

A: Yes...

Q: ...And down below it refers again to fire, flood or other occurrences attributed to acts of God; is that right?

A: Yes.

Q: And it doesn't say anything here about a business's grand opening event; correct?

A: I believe that's accurate.

Q: And it doesn't say anything here about a new order or a disconnect in error; is that right?

A: Disconnect in error is not identified here.

Q: What about a new order? ... Do these words appear anywhere in here...?

A: I don't see them.

Q: And the word expedite doesn't appear anywhere on this page either; is that right?

A: It doesn't appear to.<sup>27</sup>

This exchange illustrates the fact that the retail tariffs bear no relationship to Qwest's provision of expedites, a service that often applies to such conditions as grand-opening events.

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<sup>27</sup> Minnesota Hearing Transcript, vol. 4, p. 62, lines 16-25, p. 63, lines 1-25, and p. 64, lines 1-11.

1 **Q. MR. DENNEY OFFERS NEW LANGUAGE REGARDING EXPEDITES ON**  
2 **PAGES 116 TO 117 OF HIS REBUTTAL TESTIMONY. DOES THIS NEW**  
3 **LANGUAGE RESOLVE QWEST’S CONCERNS?**

4 A. No. Eschelon’s proposed language still lumps expedites under one umbrella in Section  
5 12, and still removes that language from Section 7 for LIS and Section 9 for UNEs.  
6 Eschelon's proposed language still does not distinguish between expedites for designed  
7 services and expedites for non-designed services, and it does not accurately reflect  
8 Qwest’s current expedite process. The new proposal is also vague. It speaks of an  
9 “applicable condition” for which an expedite charge will not apply, but does not define  
10 this condition. Qwest’s language, on the other hand, clearly distinguishes between the  
11 expedite processes for designed and non-designed services, and only applies expedite  
12 charges to designed services. Further, Qwest’s language reflects its current process, and  
13 its language is consistent with expedites as they are offered to all of Qwest’s customers,  
14 retail and CLEC alike.

15

16 **Q. AT SEVERAL POINTS IN HIS REBUTTAL TESTIMONY, MR. DENNEY**  
17 **SUGGESTS THAT QWEST HAS CHANGED ITS JUSTIFICATION FOR**  
18 **CHANGES TO THE EXPEDITE PROCESS. HAS QWEST CHANGED ITS**  
19 **POSITION?**

20 A. No. Qwest has been consistent. Mr. Denney attempts to argue otherwise by mixing the  
21 discussion of whether and how expedites are offered with the discussion of what rate  
22 should apply to expedites. The two topics are separate, however, and Qwest’s

1 justification for each topic is separate. Regarding how expedites are offered, Qwest's  
2 expedite procedures are the same for CLECs as they are for Qwest's retail customers.  
3 The distinction between expedites for designed services and expedites for non-designed  
4 services applies to all customers, CLEC and retail alike. For non-design services (e.g.,  
5 POTS services), CLECs and Qwest's retail customers alike can both obtain an expedited  
6 due date under certain, limited emergency circumstances at no charge. On behalf of  
7 Eschelon, expert witness James Webber conceded this point in cross-examination in the  
8 arbitration of the parties' disputed issues in Minnesota:

9  
10 Q: So right now today if one of Eschelon's QPP customers who is served a  
11 POTS-type service has a fire or a flood or medical emergency, th[en]  
12 Eschelon can contact Qwest and request an expedite, th[en] Qwest will  
13 evaluate and Qwest will provide that expedite if resources are available,  
14 for free, correct?

15  
16 A: Yeah, I believe the circumstances ha[ve] to be that Qwest reviews the  
17 circumstance and concurs that the conditions are met.<sup>28</sup>  
18

19 In other words, Qwest's CLEC expedite procedures are in parity with its retail expedite  
20 procedures. And, again, both the Arizona Staff and the Minnesota ALJs concluded that  
21 Qwest's current expedite process is nondiscriminatory.

22  
23 Regarding the rate for expedited orders, the basis for Qwest's position has not changed.  
24 Expedites are not UNEs. Expedites are a superior service. Therefore, the rate for  
25 expedites should not be cost-based. This is discussed further in the testimony of Qwest  
26 witness Teresa K. Million.

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<sup>28</sup> Minnesota Hearing Transcript, vol. 4, p. 42, lines 4-13.

1 **Q. FINALLY, MR. DENNEY CLAIMS THAT THE ADDED COMPLEXITY OF**  
2 **DESIGNED SERVICES DOES NOT JUSTIFY A \$200 PER DAY RATE.<sup>29</sup>**  
3 **PLEASE RESPOND.**

4 A. First, the added complexity of designed services does justify the rate, as more Qwest  
5 personnel are involved in the provisioning of designed services, and when designed  
6 service orders are expedited, Qwest must redeploy those personnel to meet the shorter  
7 provisioning intervals for those orders, without impacting delivery of other CLECs'  
8 orders. Second, Mr. Denney is basing his argument on the premise that the rate for  
9 expedites should be cost-based. Again, expedites are not UNEs. Therefore, it is not  
10 appropriate to assess a rate for expedites based on cost. This issue is discussed at length  
11 in the testimony of Qwest witness, Ms. Million.

12

13 **VII. ISSUES 12-71, 12-72 AND 12-73: JEOPARDY NOTICES**

14

15 **Q. IS ESCHELON'S ADDITION OF THE PHRASE "AT LEAST A DAY BEFORE"**  
16 **TO THE CONTRACT CONSISTENT WITH THE PROCESS IMPLEMENTED**  
17 **IN THE CMP?**

18 A. No, it is not. As I stated in my rebuttal testimony and on the witness stand in the  
19 Minnesota hearing on this issue, Eschelon has added the phrase requiring Qwest to send  
20 an FOC "at least a day before" the new due date on the order. This is not Qwest's current  
21 practice, and this timing issue with regard to jeopardy notices was never implemented

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<sup>29</sup> See for example Denney Rebuttal, at p. 104.

1 through the CMP. The evidence presented by Eschelon regarding the applicable CMP  
2 Change Requests shows that Qwest never made such a commitment. The actual change  
3 requests, which were attached to my rebuttal testimony include the minutes from the  
4 project meetings.<sup>30</sup> As I have discussed in prior testimony, a review of the meeting  
5 minutes associated with these change requests shows that there was never an explicit  
6 request by Eschelon or an agreement by Qwest to provide "at least a day" (or 24 hours)  
7 notice in advance of a new due date.

8  
9 **Q. MS. JOHNSON'S DISCUSSION OF JEOPARDY NOTICES LINKS THE**  
10 **CLASSIFICATION OF A JEOPARDY AS "CNR" (CUSTOMER NOT READY)**  
11 **TO QWEST'S FAILURE TO SEND AN FOC. ARE THE TWO SUBJECTS SO**  
12 **LINKED?**

13 A. No. Sending an FOC with a new due date for an order in jeopardy has nothing to do with  
14 how the jeopardy is classified in the first place. To make this clear, we should look at the  
15 sequence of events specifically for a CNR jeopardy:

- 16 • First, Eschelon places an order for service.
- 17
- 18 • Second, Qwest sends an FOC indicating the original due date for the  
19 order.
- 20
- 21 • Third, on the due date, Eschelon is not ready and, as a result, Qwest  
22 cannot deliver the service.
- 23
- 24 • Fourth, Qwest sends a CNR jeopardy notice to Eschelon.
- 25
- 26 • Fifth, Qwest is supposed to send an FOC with a new due date.
- 27

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<sup>30</sup> See Qwest Exhibits 1R.1 - Change Request PC072303-1 and 1R.2 - Change Request PC081403-1.



- 1                   •       Sixth, Qwest delivers the service on the new due date.  
2

3           The above-described events take place when an order is placed in jeopardy because the  
4           customer is not ready. Contrary to Ms. Johnson's discussion, the FOC with the new date  
5           is not dependent on the classification that was applied to that jeopardy notice. It would  
6           be inappropriate for Qwest to issue a second jeopardy notice classified as CNR if Qwest  
7           had failed to send an FOC with a new due date. As I noted in my rebuttal testimony,  
8           Qwest could only find three instances (out of the 23 examples) in which that situation  
9           occurred in the data presented by Eschelon in Qwest Exhibit 1R.9.

10

11   **Q.    ESCHELON'S WITNESSES REFER BACK TO EXHIBIT 3.76 AS AN**  
12   **ACCURATE REPRESENTATION OF QWEST'S ERRORS WITH REGARD TO**  
13   **ORDERS IN JEOPARDY. DO YOU AGREE?**

14   A.    No. Eschelon bases its analysis of these orders on its erroneous assumption that Qwest  
15    must submit an FOC for an order in jeopardy at least a day before the new due date.<sup>31</sup>

16    As I have said before, that is not Qwest's current practice and it has never been  
17    implemented through the CMP. Therefore, Eschelon's analysis is incorrect. The same is  
18    true for the data sent to Eschelon's service team at Qwest, cited in Exhibit 3.78.

19

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<sup>31</sup> See for example Johnson Rebuttal, at p. 19.

1                   **VIII. ISSUE 12-87: CONTROLLED PRODUCTION OSS TESTING**

2

3   **Q. DOES ESCHELON’S PROPOSED LANGUAGE REFLECT QWEST’S**  
4   **CURRENT PRACTICE?**

5   A. No. Eschelon’s proposals for sections 12.6.9.4 contain the phrases “unless the Parties  
6   agree otherwise” and “as otherwise mutually agreed by the parties.” Both of these  
7   proposals would give Eschelon the right to decide whether or not to participate in  
8   controlled production testing. That is not Qwest’s current practice. Qwest’s current  
9   practice is to determine whether or not controlled production testing is required for each  
10   new release of IMA. CLEC participation in controlled production testing is not  
11   negotiable. If controlled production testing is required, CLECs must complete this phase  
12   of testing in order to be certified to use the new release of IMA. For example, Qwest has  
13   determined that controlled production testing is required for release 20.0 of IMA. All  
14   CLECs must complete controlled production testing in order to be certified to use IMA  
15   release 20.0. Ms. Johnson relied on documentation for release 19.2 of IMA, and for that  
16   specific release, controlled production was optional. However, for release 20.0 of IMA,  
17   Qwest determined that controlled production testing was required. Qwest must be able to  
18   determine the testing requirements for each release of IMA. It is not Qwest’s current  
19   practice to allow CLECs to negotiate their participation in controlled production, but this  
20   is what Eschelon’s proposed language would permit.

21

1 **Q. MS. JOHNSON MAKES MUCH OF THE DIFFERENCE BETWEEN NEW**  
2 **IMPLEMENTATIONS AND RE-CERTIFICATIONS.<sup>32</sup> IS THE DISTINCTION**  
3 **RELEVANT TO QWEST'S CONCERNS WITH ESCHELON'S LANGUAGE?**

4 A. No. The real issue is who has the authority to decide whether or not controlled  
5 production testing is required. Eschelon wishes to make the decision negotiable. Qwest  
6 does not.

7

8 **Q. MS. JOHNSON INCLUDES A SIGNIFICANT DISCUSSION REGARDING THE**  
9 **FACT THAT OSS INCLUDES NON-ELECTRONIC, AS WELL AS**  
10 **ELECTRONIC, SYSTEMS.<sup>33</sup> IS THAT RELEVANT TO THIS ISSUE?**

11 A. No. The issue is certification testing requirements for use of computer-to-computer  
12 interfaces. The definition of OSS is not relevant to the issue of testing requirements for  
13 the use of Qwest's computer systems.

14

15 **Q. WHO IS IN THE BEST POSITION TO DETERMINE WHETHER TESTING IS**  
16 **REQUIRED TO VERIFY THAT MODIFICATIONS TO ITS SYSTEMS ARE**  
17 **WORKING PROPERLY?**

18 A. As the owner of the electronic interface (IMA), and the downstream systems that the  
19 electronic interface accesses, Qwest is the only party in a position to know what testing is  
20 required to verify that an application modification is working properly. In order for a

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<sup>32</sup> See, for example, Johnson Rebuttal, pp. 33-36 and 38.

<sup>33</sup> See, for example, Johnson Rebuttal, at p. 33.

1 CLEC to use the computer-to-computer interface provided by Qwest to access its OSS  
2 (whether it is IMA EDI or IMA XML), that CLEC must complete the certification  
3 process. If the CLEC does not wish to complete the certification process, the CLEC may  
4 not use Qwest's computer-to-computer interface to submit its orders. That does not mean  
5 orders cannot be submitted electronically, however. The CLEC still has the alternative of  
6 using Qwest's human-to-computer electronic interface, known as IMA GUI.

7  
8 **Q. MS. JOHNSON CLAIMS ON PAGE 40 OF HER REBUTTAL TESTIMONY**  
9 **THAT QWEST IS TRYING TO IMPOSE THE COST OF UNNECESSARY**  
10 **TESTING ON ESCHELON. IS THAT ACCURATE?**

11 A. No. When Qwest determines that testing is required, the testing is necessary. The cost of  
12 testing, both to Qwest and to Eschelon, is part of the cost of doing business with  
13 computer-to-computer transactions. All parties have an interest in saving costs and  
14 ensuring that transactions will be processed correctly. Qwest does not ask a CLEC to test  
15 functionality that the CLEC is not planning to use. All testing scenarios are based on  
16 products and services that the CLEC has indicated it will purchase from Qwest via its  
17 interconnection agreement. Qwest incurs costs during controlled production testing as  
18 well, since the testing is conducted by employees of both companies working together.  
19 Qwest has determined that the risk of not testing outweighs the cost of testing.

20

1 **Q. IS IT TRUE THAT UPDATES TO EXISTING SYSTEMS REQUIRE LESS**  
2 **RIGOROUS TESTING?**

3 A. No. IMA Release 20.0 is a prime example of why that is not always true. The  
4 underlying architecture of IMA Release 20.0 is changing from EDI to XML. This is such  
5 a significant change that Qwest is treating this as a new implementation that requires  
6 controlled production testing for all CLECs who wish to move to this release of IMA.  
7 Ms. Johnson cites provisions in the EDI Implementation Guidelines for IMA Release  
8 19.2. The provisions of that Implementation Guideline document have no bearing on  
9 IMA Release 20.0. But if Eschelon's proposed language for controlled production testing  
10 were in place today, Eschelon could argue that it would not be required to do controlled  
11 production testing for IMA Release 20.0, even though all other CLECs are required to do  
12 so, and the reasons for undertaking the testing are well-founded and critical.

13

14 **Q. DOES VERSION 19.2 OF THE EDI IMPLEMENTATION GUIDELINES UPON**  
15 **WHICH MS. JOHNSON RELIES ANTICIPATE THE NEED FOR**  
16 **CONTROLLED PRODUCITON TESTING, EVEN FOR TRANSACTIONS FOR**  
17 **WHICH THE CLEC HAS ALREADY BEEN CERTIFIED?**

18 A. Yes. Page 48 of the guidelines states:

19

20 At the time a CLEC migrates to a new release, any transaction(s) that the CLEC  
21 does not yet have in production using a current IMA EDI version is considered to  
22 be a new implementation effort. These transactions must be implemented using  
23 all Phases of the implementation lifecycle as defined in this document. **In some**  
24 **releases, existing transactions are updated with significant additions that add**  
25 **business rules and/or large map changes. If the CLEC intends to use the new**  
26 **functionality, they will be required to perform a new product**

1           **implementation of this transaction. This will entail Progression Testing and**  
2           **Controlled Production** submittal of scenarios that reflect the new  
3           **functionality. CLECs not intending to use the new functionality will be**  
4           **allowed to recertify existing functionality that is still available in the new**  
5           **release.**

6  
7           The bolded language clearly anticipates the need for controlled production testing due to  
8           significant changes in a release. That is what took place in IMA Release 20.

9  
10   **Q. IS IT VALID TO ASSUME THAT THE TESTING THAT IS REQUIRED TODAY**  
11   **WILL BE SUFFICIENT TO MEET TESTING NEEDS IN THE FUTURE?**

12   A. No. Qwest's systems are constantly changing and evolving. Eschelon is well aware of  
13   this fact. As of November 30, 2006, Eschelon itself submitted 136 systems change  
14   requests to Qwest. Other CLECs have submitted a total of 311 systems change requests  
15   in the same time period. In addition, Qwest itself submitted 283 systems change  
16   requests. Many of Qwest's systems change requests have been made in response to  
17   industry changes in standards for electronic order processing. For example, the industry  
18   has recently determined that ILECs and CLECs should use a different communications  
19   protocol, known as XML, for the processing of orders.

20  
21   **Q. MS. JOHNSON SUGGESTS ON PAGE 35 OF HER REBUTTAL TESTIMONY**  
22   **THAT THE IMA IMPLEMENTATION GUIDELINE DOCUMENT SHOULD BE**  
23   **UNDER CMP CONTROL. DO YOU AGREE?**

24   A. No. The Implementation Guidelines are written by Qwest's Information Technologies

1 (IT) Department as an explanation of Qwest's requirements for CLEC use of its  
2 computer-to-computer interfaces. Only Qwest can determine the requirements for use of  
3 these interfaces. Ms. Johnson cites the CMP Document and an excerpt from the CMP  
4 Redesign Minutes contained in Eschelon Exhibit 3.80 as evidence that Qwest committed  
5 to including the Implementation Guidelines within the scope of CMP. That is not what  
6 those minutes indicate. What Qwest committed to was putting changes to EDI (in other  
7 words, systems change requests) and EDI testing timeframes within the control of CMP.  
8 Both of these commitments are contained within the CMP Document itself.

9  
10 **Q. MS. JOHNSON CITES THE PROVISIONS OF THE IMPLEMENTATION**  
11 **GUIDELINES FOR IMA RELEASE 19.2 AS EVIDENCE THAT THE CMP**  
12 **DOCUMENT'S STATEMENTS WITH REGARD TO CERTIFICATION**  
13 **TESTING ARE IRRELEVANT. PLEASE RESPOND.**

14 **A.** Ms. Johnson's citation is misplaced. In fact, the reverse is true. As I stated in my direct  
15 testimony, and I which will repeat here, the CMP Document clearly places certification  
16 testing requirements under Qwest's control:

17  
18 New Releases of the application-to-application interface may require re-  
19 certification of some or all business scenarios. A determination as to the need for  
20 re-certification will be made by the Qwest coordinator in conjunction with the  
21 Release Manager of each Release.

22  
23 IMA Implementation Guidelines reflect the CMP Document's statement that Qwest  
24 determines what testing is required. The Implementation Guidelines for IMA EDI

1 Release 19.2 reflected Qwest's determination of the testing requirements for that release  
2 of IMA, and the Implementation Guidelines for IMA XML Release 20.0 reflect Qwest's  
3 determination of the testing requirements for that release of IMA.

4

5 **Q. ARE QWEST'S SYSTEMS MEANT ONLY TO SERVE QWEST'S INTERESTS?**

6 A. No. As I stated in my direct testimony, "CLECs need access to OSS to obtain products  
7 and services from Qwest."<sup>34</sup> However, Qwest's OSS are maintained by Qwest, and  
8 CLEC access to Qwest OSS must be governed by Qwest. Qwest must ensure that all  
9 parties that access Qwest's OSS, whether CLECs, other wholesale customers, or retail  
10 customers, can do so without having an adverse impact on Qwest's OSS or other parties  
11 use of Qwest's OSS. Certification testing of computer-to-computer interfaces with  
12 Qwest's OSS is necessary to ensure that no adverse impacts result from CLEC electronic  
13 transactions.

14

15 **Q. MS. JOHNSON STATES ON PAGE 44 THAT ESCHELON HAS NOT SAID IT**  
16 **WOULD NEVER PARTICIPATE IN CONTROLLED PRODUCTION TESTING.**  
17 **BY PHRASING HER ANSWER IN A DOUBLE NEGATIVE, WHAT DOES MS.**  
18 **JOHNSON ESSENTIALLY FAIL TO SAY?**

19 A. Ms. Johnson does not say that Eschelon will ever participate in controlled production  
20 testing.

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<sup>34</sup> Albersheim Direct, at p. 58.



1 **Q. SHOULD CLEC PARTICIPATION IN ANY PHASE OF CERTIFICATION**  
2 **TESTING FOR USE OF QWEST'S OSS BE NEGOTIABLE?**

3 A. No. OSS are the lifeblood of not only Qwest's wholesale operation, but also serves a  
4 myriad of other purposes. The risk of glitches caused by improper interfaces is  
5 significant. The risk that Qwest could improperly subject CLECs to unnecessary testing  
6 is far outweighed by the importance of ensuring that Qwest has systems that operate  
7 properly. Because of the importance of these systems to the entire industry, Qwest  
8 should have the right to determine how to protect the integrity of its OSS.

9

10 **IX. CONCLUSION**

11

12 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

13 A. My testimony demonstrates that, despite protestations to the contrary, Eschelon is  
14 seeking to freeze systems, processes and procedures into the parties' ICA so that changes  
15 cannot be implemented through the CMP without first obtaining Eschelon's agreement.  
16 Eschelon's proposals would subvert the intended purpose of the CMP, and would give  
17 Eschelon more rights than all other CLEC participants in the CMP. This Commission  
18 should not allow Eschelon to use its interconnection agreement as a means to give it the  
19 power to veto changes requested in the CMP by other CMP participants.

20

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

2 **A.** Yes, it does.