

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

Joint Application of Qwest Communications  
International, Inc. and CenturyTel, Inc. for  
Approval of Indirect Transfer of Control of  
Qwest Corporation, Qwest Communications  
Company, LLC, and Qwest LD Corporation

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DOCKET NO. 10-049-16

**DIRECT TESTIMONY**

**OF**

**BONNIE J. JOHNSON**

**ON BEHALF OF**

**INTEGRA TELECOM**

**EXHIBIT INTEGRA 2**

**August 30, 2010**

1 **I. INTRODUCTION**

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

3 A. My name is Bonnie Johnson and my business address is 6160 Golden Hills Drive,  
4 Golden Valley, MN 55416.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A. I am employed by Integra Telecom<sup>1</sup> where I currently serve as Director - Carrier  
7 Relations. In that capacity, my responsibilities include managing relations  
8 between Integra and other telecommunications carriers, including Qwest and  
9 other Incumbent Local Exchange Carriers (“ILECs”) and Competitive Local  
10 Exchange Carriers (“CLECs”). For example, I have a scheduled bi-weekly call  
11 with Qwest service management to discuss operational issues, including  
12 provisioning, network, and billing issues, between the companies. I am also  
13 involved in escalation of service delivery issues as needed and regularly  
14 communicate with Qwest service management on day-to-day issues. These calls  
15 and escalations include communications regarding Qwest disparaging remarks  
16 and inappropriate marketing activities, as well as Qwest policies regarding  
17 conditioned copper loops. I regularly participate in Qwest’s Change Management  
18 Process (“CMP”) meetings as Integra’s representative.

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<sup>1</sup> Integra Telecom purchased Eschelon Telecom in August 2007. In this testimony, the company and its affiliates will be referred to as Integra. However, when addressing actions taken by Eschelon, including before being purchased by Integra, these Comments may refer specifically to Eschelon.

1 I participate in multiple entity, multi-state interconnection agreement (“ICA”)  
2 negotiations with Qwest for several states on behalf of Integra and its entities and,  
3 before that, I participated in ICA negotiations and arbitrations with Qwest on  
4 behalf of Eschelon. I am a member of the industry forum known as the Local  
5 Number Portability Working Group (LNPA-WG). I have served in this position  
6 since September 2003.

7 Since joining Integra, I have held four separate positions (including my current  
8 position), each with increasing responsibility. From July 2000 to November  
9 2001, I held the position of Manager - Network Provisioning where I was  
10 responsible for the direction of a Service Delivery team provisioning services to  
11 end user customers and handling customer escalations. I held the position of  
12 Senior Manager - Customer Operations Process from November 2001 to March  
13 2002, where I was responsible for developing and implementing ordering and  
14 provisioning processes. And from March 2002 until September 2003, I was the  
15 Senior Manager - ILEC Relations, where I was responsible for managing business  
16 relations between Integra and other telecommunications carriers. I participated in  
17 CMP activities throughout these positions.

18 **Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE BEFORE JOINING**  
19 **INTEGRA.**

20 A. I have more than 18 years of experience in the telecommunications industry.  
21 Prior to joining Integra, I was employed by US West/Qwest (“Qwest”) in a

1 number of different capacities. For a brief time until I joined Integra (then  
2 Eschelon) in July of 2000, I worked in Qwest's Wholesale Markets division as a  
3 Service Manager, responsible for organizing and facilitating CLEC collocation  
4 build-outs and Unbundled Network Element ("UNE") facilities network  
5 implementation. From October 1998 until May 2000, I held the position of  
6 Process Analyst - Performance Measures, where I analyzed Qwest's service  
7 delivery performance and performed root cause analyses.

8 I served as a Qwest Service Delivery Coordinator in Qwest wholesale service  
9 vendor services from August 1996 until October 1998, where I was responsible  
10 for implementing and delivering services ordered by vendors on behalf of Qwest  
11 retail end user customers and ordered by CLEC Centrex resellers. During that  
12 time, Qwest selected me for President's Club honors based on my performance.  
13 From January 1994 to May 1996, I was in the Qwest retail Home and Personal  
14 Services ("H&PS") organization, where I assisted H&PS residential customers  
15 with their service requests, including responding to ordering, billing, and other  
16 Qwest retail customer issues. Before that, I worked as a directory assistance  
17 operator in the Qwest Operator Services organization.

18 Prior to joining Qwest, I was employed for a number of years by Mountain Bell,  
19 where I held various positions including positions addressing retail customer  
20 service issues. While employed by Qwest, I participated in at least 20 separate  
21 seminars and other training sessions, many of which pertained to network

1 facilities, operational processes and service delivery methods and procedures for  
2 both wholesale and retail customers.

3 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY REGULATORY**  
4 **AGENCY?**

5 A. Yes. I have provided verbal and written testimony in the Qwest-Eschelon  
6 interconnection agreement arbitrations,<sup>2</sup> an expedite-related complaint case  
7 against Qwest in Arizona,<sup>3</sup> and a Minnesota proceeding relating to Qwest's  
8 conversion of UNEs to non-UNEs and arrangements for commingled elements.<sup>4</sup> I  
9 continued to maintain my full responsibilities at Integra, as described above,  
10 during the course of those proceedings.

11 **Q. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?**

12 A. This testimony was prepared on behalf of Integra.

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

14 A. The purpose of my testimony is to provide factual documentation and background  
15 relating to unbundled loops conditioned to transmit the digital signals needed to  
16 provide xDSL service, ILEC network maintenance and modernization activities,  
17 the Change Management Process, and ILEC marketing activities, disparaging

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<sup>2</sup> The docket numbers for the Qwest-Eschelon ICA arbitrations are, for Arizona, T-03406A-06-0572; T-01051B-06-0572 ("Arizona arbitration"); for Colorado, 06B-497T ("Colorado arbitration"); for Minnesota, P-5340, 421/IC-06-768 ("Minnesota arbitration"); for Oregon, ARB 775 ("Oregon arbitration"); for Utah, 07-2263-03; ("Utah arbitration"); and for Washington, UT-063061 ("Washington arbitration").

<sup>3</sup> ACC Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

<sup>4</sup> Minnesota Docket Nos. P-421/C-07-370 and P-421/C-07-371.

1 remarks, and discriminatory conduct. The factual information I provide supports  
2 the merger conditions proposed by the CLECs in the proceeding. For instance,  
3 proposed merger condition 17 addresses the Change Management Process;  
4 proposed condition 18 addresses ensuring protection of CLEC information from  
5 being used for the Merged Company's retail operations or for ILEC marketing  
6 purposes; proposed condition 26 addresses engineering and maintenance of the  
7 ILEC network, including not disrupting or degrading service to a CLEC's end  
8 user customers; and proposed condition 27 relates to conditioned copper loops.  
9 Mr. Doug Denney of Integra and Mr. Timothy Gates of QSI discuss these issues  
10 and these merger conditions in their testimony. I will describe each of the  
11 exhibits to my testimony in the order in which they appear.

12 **Q. IS THE PURPOSE OF YOUR TESTIMONY TO REPEAT WORK THAT**  
13 **MAY BE DONE IN OTHER DOCKETS OR TO OBTAIN A RULING IN**  
14 **THIS DOCKET THAT QWEST'S PRACTICES RELATING TO THESE**  
15 **RECOMMENDED CONDITIONS VIOLATE THE LAW?**

16 A. No. CLECs are proposing merger conditions in this docket to ensure that the  
17 post-transaction entity complies with the law and does not harm customers and  
18 competition. Integra seeks to avoid adverse changes that could otherwise result  
19 from the proposed transaction. For example, CenturyLink could adopt the  
20 described Qwest practices throughout the merged company. The factual  
21 information provided with my testimony demonstrates that there is cause for  
22 concern about adverse changes, unless merger conditions are adopted regarding

1 compliance with the law. Mr. Gates addresses the reasons why it is important to  
2 obtain merger conditions regarding compliance with the law, even though it  
3 seems self-evident that the merged company should comply with the law. Mr.  
4 Denney also further discusses these issues in his testimony.

5 **II. EXHIBITS**

6 **Q. PLEASE IDENTIFY THE EXHIBITS TO YOUR TESTIMONY.**

7 A. As part of my testimony, I have included the following exhibits, each of which is  
8 described in more detail below:

- 9 • Exhibit Integra 2.1: Joint CLEC Initial Comments (November 24, 2009)
- 10 • Exhibit Integra 2.2: Errata pages for Exhibit Integra 2.1 with corrections to the  
11 table of contents
- 12 • Exhibit Integra 2.3: Matrix – Legal Authority Compared to Qwest Position:  
13 xDSL-Capable Copper Loops [Attachment A to Joint  
14 CLEC Initial Comments]
- 15 • Exhibit Integra 2.4: Presentation – Overview: xDSL-Capable Copper Loops  
16 [Attachment B to Joint CLEC Initial Comments]
- 17 • Exhibit Integra 2.5: Integra April 9, 2009 Notice Letters to Qwest, with  
18 Enclosures 1 through 26 [Attachment C to Joint CLEC  
19 Initial Comments]
- 20 • Exhibit Integra 2.6: CMP Change Request (CR) Detail for CR #PC082808-  
21 1IGXES (“Provision Loops per Request CR” or “NC/NCI  
22 CR”) [Attachment D to Joint CLEC Initial Comments]
- 23 • Exhibit Integra 2.7: CMP Change Request (CR) Detail for CR #PC020409-1EX  
24 (“Facilities Assignment USOC CR”) [Attachment E to  
25 Joint CLEC Initial Comments]
- 26 • Exhibit Integra 2.8: Optional Testing – CMP Materials [Attachment F to Joint  
27 CLEC Initial Comments]
- 28 • Exhibit Integra 2.9: Excerpts from State Commission Orders Relating to  
29 Network Maintenance and Modernization (Issue Number 9-

- 1 33 in Qwest-Eschelon ICA Arbitrations) [Attachment G to  
2 Joint CLEC Initial Comments]
- 3 • Exhibit Integra 2.10: CLECs Known to have Taken Advantage of the Terms of  
4 the Qwest-Eschelon Minnesota Interconnection Agreement  
5 via Opt-In or as a Base [Attachment H to Joint CLEC  
6 Initial Comments]
  - 7 • Exhibit Integra 2.11: Excerpts from MPUC Docket Nos. P-421/C-07-370; P-  
8 421/C-07-371, including Department testimony regarding  
9 the Change Management Process (“CMP”) and Qwest  
10 testimony regarding the importance of compliance with  
11 industry standards [Attachment I to Joint CLEC Initial  
12 Comments]
  - 13 • Exhibit Integra 2.12: Grandparenting ADSL compatible loops and Raw Loop  
14 Qualification – CMP Materials [Attachment J to Joint  
15 CLEC Initial Comments]
  - 16 • Exhibit Integra 2.13: xDSL Summary of Key Events from October 2007 to  
17 November 2009- Integra [Attachment K to Joint CLEC  
18 Initial Comments]
  - 19 • Exhibit Integra 2.14: xDSL Email Exchange – HDSL2 Repairs, Intervals, etc.  
20 [Attachment L to Joint CLEC Initial Comments]
  - 21 • Exhibit Integra 2.15: Matrix – xDSL Provisioning and Repair Examples  
22 [Attachment M to Joint CLEC Initial Comments]
  - 23 • Exhibit Integra 2.16: Loop Assignment – Example of Assigned and Unassigned  
24 Facilities when Qwest did not assign the best available loop  
25 for the service Integra requested [Attachment N to Joint  
26 CLEC Initial Comments]
  - 27 • Exhibit Integra 2.17: AdTran DSL Assistant Example [Attachment O to Joint  
28 CLEC Initial Comments]
  - 29 • Exhibit Integra 2.18: Marketing/Disparaging Remarks Examples [Attachment S  
30 to Joint CLEC Initial Comments]
  - 31 • Exhibit Integra 2.19: Additional Marketing/Disparaging Remarks Examples  
32 [includes Attachment S-1 to Integra Motion for Prehearing  
33 Conference and Notice of Supplemental Exhibits (July 8,  
34 2010) and examples since then]
  - 35 • Exhibit Integra 2.20: Other Discrimination Example Chronology [Attachment T  
36 to Joint CLEC Initial Comments]
  - 37 • Exhibit Integra 2.21: November 23, 2009 xDSL Example [Attachment V to Joint  
38 CLEC Initial Comments]



- 1 • Exhibit Integra 2.22: Qwest May 7, 2010 Network Notification [Attachment W  
2 to Integra Motion for Prehearing Conference and Notice of  
3 Supplemental Exhibits (July 8, 2010)]
- 4 • Exhibit Integra 2.23: Integra and PAETEC Objections to Qwest May 7, 2010  
5 Network Notification [Attachment X to Integra Motion for  
6 Prehearing Conference and Notice of Supplemental  
7 Exhibits (July 8, 2010)]
- 8 • Exhibit Integra 2.24: CMP Qwest Change Request (CR) # PC072010-1 and  
9 CLEC comments and objections to Qwest's CR
- 10 • Exhibit Integra 2.25: Qwest CMP Document
- 11 • Exhibit Integra 2.26: Minnesota PUC Docket P-4211C-03-616 ("MN 616  
12 orders")
- 13 • Exhibit Integra 2.27: CMP Qwest Level 3 Notification Regarding ADSL  
14 Compatible Loop and associated Qwest redlined changes to  
15 its PCAT; and Integra's comments in response to Qwest's  
16 proposed changes

17 **Q. MR. GATES REFERS IN HIS TESTIMONY TO YOUR TESTIMONY**  
18 **INCLUDING ITS EXHIBITS. HAVE YOU REVIEWED THAT**  
19 **TESTIMONY, AND IF SO, DID MR. GATES TAKE ANY STATEMENT**  
20 **OR EVENT OUT OF CONTEXT?**

21 A. I have reviewed that testimony and, no, Mr. Gates did not take any statement or  
22 event out of context.

23 **Q. MR. DENNEY REFERS IN HIS TESTIMONY TO YOUR TESTIMONY**  
24 **INCLUDING ITS EXHIBITS. HAVE YOU REVIEWED THAT**  
25 **TESTIMONY, AND IF SO, DID MR. DENNEY TAKE ANY STATEMENT**  
26 **OR EVENT OUT OF CONTEXT?**

27 A. I have reviewed that testimony and, no, Mr. Denney did not take any statement or  
28 event out of context.

1 **Q. PLEASE DESCRIBE EXHIBITS INTEGRA 2.1 AND INTEGRA 2.2.**

2 A. Exhibit Integra 2.1 is a true and correct copy of comments that contain  
3 information which I verify below and which Mr. Denney verifies in his testimony.

4 The comments were publicly filed by a group of CLECs with the Minnesota  
5 Commission on November 24, 2009, in Minnesota Docket No. P-421/CI-09-1066,  
6 entitled “In the Matter of a Commission Investigation into Qwest Corporation’s  
7 Provision of Network Elements and into Related Marketing Practices Targeting  
8 CLEC Customers.”<sup>5</sup> The CLECs that submitted the comments in that docket are  
9 Integra Telecom of Minnesota, Inc. and Eschelon Telecom of Minnesota, Inc.  
10 (collectively referred to as “Integra”), Popp.Com (“Popp.com”), Velocity  
11 Telephone, Inc. (“Velocity”), US Link, Inc., d/b/a TDS Metrocom, LLC  
12 (“TDSM”) and McLeodUSA Telecommunications Services, Inc., a PAETEC  
13 company (“McLeodUSA” or “PAETEC”) (collectively referred to as “Joint  
14 CLECs”). I refer to these comments as the Joint CLEC Initial Comments.

15 Exhibit Integra 2.2 is a corrected (errata) version of the table of contents to  
16 Exhibit Integra 2.1 (showing corrected page numbers to reflect the correct  
17 corresponding pages of Exhibit Integra 2.1).

18 Many of the exhibits to my testimony were also provided as Attachments to the

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<sup>5</sup> In reviewing the Attachments to Exhibit Integra 2.1 as filed with the Joint CLEC Initial Comments in Minnesota, it appears that certain figures (*e.g.*, diagrams, charts, and tables) may not appear in the electronic copies of those attachments that were filed with the Minnesota Commission. Those figures are included in Exhibit Integra 2.1.

1 Joint CLEC Initial Comments (Exhibit Integra 2.1).<sup>6</sup> As described above, the  
2 purpose of providing these exhibits is not to re-litigate those issues to obtain a  
3 ruling that Qwest is violating the law, as further described by Mr. Denney, but  
4 rather the purpose of the exhibits is to offer support for the recommended merger  
5 conditions in this proceeding. Although the same facts are helpful to the finders  
6 of fact in more than one proceeding, the uses of the evidence may be different, as  
7 here. When referencing pages of Exhibit Integra 2.1, Integra refers to the original  
8 page numbering, which appears at the bottom of each page.

9 **Q. ARE THE ISSUES DISCUSSED IN THE JOINT CLEC INITIAL**  
10 **COMMENTS AND ATTACHMENTS LIMITED TO MINNESOTA?**

11 A. No. The described Qwest policies and practices apply throughout Qwest's 14-  
12 state region. Some of the examples provided in the Joint CLEC Initial Comments  
13 occurred in Utah. Of the 14 Qwest states, Minnesota has initiated an investigation  
14 into Qwest UNE provisioning and marketing practices, so these documents were  
15 filed first in Minnesota. In any event, Qwest's own statements describing its  
16 current policies and practices apply region-wide, including in Utah. (See, Exhibit  
17 Integra 2.3).

18 **Q. HAVE YOU REVIEWED EXHIBITS INTEGRA 2.1 AND INTEGRA 2.2**  
19 **(COLLECTIVELY REFERRED TO AS EXHIBIT INTEGRA 2.1)?**

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<sup>6</sup> Because the Joint CLEC Initial Comments refer to the lettering of those Attachments, I also provide a reference to the Attachment in brackets, when applicable, in the above list of exhibits to my testimony, for ease of cross referencing the documents. Some of the parties to this docket (including Qwest and Integra) are participating in more than one docket in more than one state, and efficiencies for the parties can be gained as well by including cross references to the earlier numbering scheme.

1 A. Yes. I verify that the factual assertions relating to the Change Management  
2 Process (“CMP”) and related events, the ICA negotiations and arbitrations, the  
3 communications with Qwest and customers on service management issues and  
4 escalations, in which I was involved, which are contained in the Joint CLEC  
5 Initial Comments and Attachments, that were filed with the Minnesota  
6 commission on November 24, 2009, are true and correct statements to the best of  
7 my knowledge.

8 Because Exhibit Integra 2.2 simply provides corrected page numbering for the  
9 table of contents filed previously, I may refer in my testimony to Exhibit Integra  
10 2.1, along with the table of contents from Exhibit Integra 2.2, collectively as  
11 Exhibit Integra 2.1.

12 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.3, WHICH RELATES TO**  
13 **LEGAL AUTHORITY RELATED TO QWEST’S POSITION.**

14 A. Exhibit Integra 2.3 is a true and correct copy of a matrix that is used to compare  
15 Qwest’s legal or contractual obligation with Qwest’s stated position or practice,  
16 and it is accurately described in the Joint CLEC Initial Comments.<sup>7</sup> For each of  
17 the issues (a)-(j) in Section III(A)(2) of the Joint CLEC Initial Comments (Exhibit  
18 Integra 2.1), the matrix in Exhibit Integra 2.3 contains one column that cites  
19 Qwest’s legal obligation and a corresponding column that cites Qwest’s stated  
20 position or practice that is contrary to that legal obligation. The latter column

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<sup>7</sup> Exhibit Integra 2.1, p. 14 Joint CLEC Initial Comments

1 identifies the location in the Attachments to the Joint CLEC Comments (Exhibit  
2 Integra 2.3 through Exhibit Integra 2.18, Exhibit Integra 2.20, and Exhibit Integra  
3 2.21) in which the Qwest document containing the Qwest stated position appears.  
4 I participated on behalf of Integra in CMP activities and email exchanges cited in  
5 the matrix.

6 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.4, WHICH IS AN**  
7 **OVERVIEW RELATING TO xDSL-CAPABLE COPPER LOOPS.**

8 A. Exhibit Integra 2.4 is a true and correct copy of a presentation that includes the  
9 FCC definition and diagram of an unbundled loop; the FCC definition of line  
10 conditioning obligation; a diagram of Qwest's and the FCC's view of line  
11 conditioning; FCC testing and repair obligations for conditioned copper loops,  
12 and an excerpt from the Washington Arbitrators' Report from the Qwest-Eschelon  
13 ICA arbitration proceeding (in which I participated).<sup>8</sup> Exhibit Integra 2.4 also  
14 contains a side by side view (FCC/CLEC vs. Qwest) of testing and repair for  
15 xDSL loops and a diagram describing HDSL2 test parameters and levels. At a  
16 November 13, 2009, meeting, Integra's President & Chief Operating Officer and  
17 its Vice President, Corporate Operations reviewed the presentation with Qwest  
18 Regional Vice President Ken Beck, as described in Attachment K to the Joint  
19 CLEC Initial Comments.<sup>9</sup>

20 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.5 RELATING TO**

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<sup>8</sup> WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83.

<sup>9</sup> Exhibit Integra 2.13, p. 3, footnote 6 (Attachment K, p. 003, footnote 6).

1       **INTERCONNECTION AGREEMENT NOTICE LETTERS SENT TO**  
2       **QWEST.**

3       A.     Exhibit Integra 2.5 contains true and correct copies of written notice letters dated  
4             April 9, 2009, that Integra sent to Qwest (Warren Mickens, Vice President;  
5             Director – Interconnection Compliance; Qwest Legal Department; John Stanoch,  
6             President, Minnesota), with copies to Qwest Regional Vice President Ken Beck,  
7             Qwest attorneys, Qwest interconnection negotiations personnel, along with 26  
8             attachments to those letters. Exhibit Integra 2.5 is accurately described in the  
9             Joint CLEC Initial Comments.<sup>10</sup> I was copied on both notice letters, as was my  
10            colleague Doug Denney. The first notice letter in Exhibit Integra 2.5 has a subject  
11            line of:

12                       “Reply to Qwest’s 4/1/09 responses to Integra’s other written ICA  
13                       notice letters, dated 3/6/09, 3/12/09, and 3/20/09; Ongoing request  
14                       for business solution and more specific response to  
15                       legal/ICA/industry standard issues; ICA written notice.”

16       The second notice letter in Exhibit Integra 2.5 has a subject line of:

17                       “Compliance with Qwest-Eschelon and Qwest-Integra Minnesota  
18                       ICAs and the Commission’s Order re. Issue 9-33 in Docket No. P-  
19                       5340, 421/IC-06-768.”

20       The 26 enclosures outlined certain events leading up to the April 9, 2009, notice  
21       letters, from October 11, 2007, through March 12, 2008, including escalations  
22       regarding Qwest’s limited testing to voice grade parameters for 2 wire unbundled  
23       loops, CMP materials relating to provisioning and assigning facilities for  
24       conditioned copper loops, and formal notices to Qwest of breach of the ICAs. A

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<sup>10</sup> Exhibit Integra 2.1, p. 4.

1 table of the 26 attachments was provided with the April 9, 2009, notice letters and  
2 is available at the pages of Exhibit Integra 2.5 labeled “Attachment C, Page 006”  
3 through “Attachment C, Page 007.”

4 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.6 RELATING TO**  
5 **INTEGRA’S CMP CHANGE REQUEST NUMBER PC082808-1IGXES**  
6 **REGARDING CONDITIONED COPPER LOOPS USED TO PROVIDE**  
7 **ADVANCED SERVICES.**

8 A. Exhibit Integra 2.6 contains true and correct copies of documentation, including  
9 meeting minutes, prepared by Qwest to document, or “detail,” events that  
10 occurred in Qwest CMP relating to a Change Request (“CR”) submitted by  
11 Integra. Integra’s request is entitled “Design, Provision, Test, and Repair  
12 Unbundled Loops to the requirements requested by CLEC, including  
13 NC/SECNCI Code Industry Standards.”<sup>11</sup> I submitted this Change Request on  
14 Integra’s behalf on August 28, 2008. In CMP, Qwest assigned a CR number of  
15 #PC082808-1IGXES to Integra’s request. For ease of distinguishing between this  
16 Change Request and Integra’s second Change Request in CMP to ask Qwest to  
17 implement a Universal Service Ordering Code (“USOC”) (see Exhibit Integra 2.7,  
18 discussed below), Integra refers to this Change Request as “Provision Loops per  
19 Request CR.” In its Provision Loops per Request CR, Integra described the  
20 problem needing resolution as follows:

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<sup>11</sup> Exhibit Integra 2.6, p. 1 (Attachment D, page 001).

1 In October 2007, Integra notified its Qwest service management team that  
2 Integra was experiencing issues with Qwest's provisioning and repair of  
3 xDSL circuits (provisioned on Non-Loaded Loops). Integra and its related  
4 entities ("Integra") have continued to work with its Qwest service  
5 management team to address these issues. For example, in May of 2008,  
6 Integra provided an example to its Qwest service management team in  
7 which HDSL2 service was working fine for Integra's end user customer;  
8 Qwest made a Qwest-initiated change to its network which disrupted the  
9 customer's HDSL2 service; Integra opened a trouble ticket to restore  
10 service; and Qwest repair told Integra that Qwest would test and repair  
11 only to voice grade parameters, which meant that the end user customer's  
12 HDSL2 service no longer worked (i.e., was permanently disrupted).

13 Integra communicates the type of service it intends to provide on 2/4 Wire  
14 Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the  
15 Local Service Request (LSR). However, Qwest has indicated that it now  
16 designs, provisions and repairs the circuits to voice grade parameters  
17 measured at 1004 Hz, regardless of the NCI/SECNCI code requested on  
18 the LSR. The Network Code NC: LX-N indicates that a CLEC is ordering  
19 within the Non-Loaded Loop family. As discussed below, it supports a  
20 number of digital services depending upon the NCI/SECNCI codes  
21 provided on the LSR (e.g., Digital DS0 Level, Advanced Digital  
22 Transport, ADSL, Basic Rate ISDN, HDSL2 ...). Therefore, an order of  
23 LX-N with the NCI code of 02QB9.00H and a secondary NCI code  
24 ("SEC") of NCI 02DU9.00H tells Qwest that it needs to provision, test,  
25 and repair for HDSL2 capable service. For example, Qwest needs to  
26 ensure that the loop meets the appropriate performance parameters. Each  
27 digital service has its own parameters, such as:

- 28 • Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz
- 29 • ISDN service Loss at less than 40 dB at 40 kHz
- 30 • ADSL service Loss at less than 41 dB at 196 kHz
- 31 • HDSL2 service Loss at less than 28 dB at 196 kHz.

32 When Integra raised the issue of Qwest limiting digital services to voice  
33 grade parameters with its Qwest Service Management team, Qwest  
34 responded by indicating that "Qwest does not provision requests to meet a  
35 specific facility or technology, but rather provisions a class of service,  
36 based on the NC codes the CLEC orders." Integra continues to believe that  
37 its current Interconnection Agreements ("ICAs") require Qwest to provide  
38 unbundled loops that transmit digital signals in addition to voice-grade  
39 service, etc. Integra reserves its rights under its ICAs. At the same time, in  
40 an effort to resolve this issue and at the request of Qwest, Integra is



1 requesting in CMP that Qwest develop and maintain the process and  
2 procedures needed to design, provision, test and repair Unbundled Loops  
3 so that the circuit will conform to the requirements requested by CLEC,  
4 including compliance with the industry standards for the NCI/SECNCI  
5 code provided on the LSR. On 7/23/08, Qwest proposed that Integra  
6 submit a change request in CMP, including asking Qwest to design,  
7 provision, test and repair services in way that takes into account  
8 NCI/SECNCI codes standards instead of just the NC codes. Integra  
9 includes that request in this CR. . . .<sup>12</sup>

10 This problem is accurately described in the Joint CLEC Initial Comments.<sup>13</sup>  
11 Qwest denied Integra's Provision Loops per Request CR on March 13, 2009,<sup>14</sup>  
12 and Integra escalated Qwest's decision on March 20, 2009.<sup>15</sup> Qwest provided its  
13 binding response on March 27, 2009,<sup>16</sup> and Integra provided a position statement  
14 to Qwest CMP on April 3, 2009.<sup>17</sup>

15 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.7 RELATING TO**  
16 **INTEGRA'S CMP CHANGE REQUEST NUMBER PC020409-1EX**  
17 **REGARDING QWEST IMPLEMENTATION OF A UNIVERSAL**  
18 **SERVICE ORDERING CODE ("USOC") TO IMPROVE ASSIGNMENT**  
19 **OF LOOP FACILITIES.**

20 A. Exhibit Integra 2.7 contains true and correct copies of documentation, including  
21 meeting minutes, prepared by Qwest to document, or "detail," events that  
22 occurred in Qwest CMP relating to another Change Request ("CR") submitted by

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<sup>12</sup> Exhibit Integra 2.6, pp. 1-2 (Attachment D, Pages 001-002).

<sup>13</sup> Exhibit Integra 2.1, pp. 23-46.

<sup>14</sup> Exhibit Integra 2.6, p. 24 (Attachment D, Page 024).

<sup>15</sup> Exhibit Integra 2.6, pp. 24-45 (Attachment D, Pages 024-045).

<sup>16</sup> Exhibit Integra 2.6, pp. 47-49 (Attachment D, Pages 047-049).

<sup>17</sup> Exhibit Integra 2.6, pp. 49-62 (Attachment D, Pages 049-062).

1 Integra. Exhibit Integra 2.7 is accurately described in the Joint CLEC Initial  
2 Comments.<sup>18</sup> Integra’s request is entitled “Qwest will implement the USOC to  
3 correct the facility assignment for HDSL.”<sup>19</sup> I submitted this Change Request on  
4 Integra’s behalf on February 4, 2009. In CMP, Qwest assigned a CR number of  
5 PC020409-1EXES to the request. For ease of distinguishing this CR from  
6 Integra’s earlier request (Provision Loops per Request CR, Exhibit Integra 2.6),  
7 Integra refers to this Change Request as “Facilities Assignment USOC CR.” In  
8 its Facilities Assignment USOC CR, Integra described the problem needing  
9 resolution as follows:

10 Integra and its entities (“Integra”) submits this change request (CR) to  
11 address a single issue – implementation of a Universal Service Ordering  
12 Code (“USOC”) for HDSL (2 and 4 wire non loaded loops) to correct  
13 assignment of facilities. Qwest has indicated that there is a USOC already  
14 recognized by Telcordia/industry standards that would help ensure that  
15 facilities assigned to CLECs meet the parameters and industry standards  
16 applicable to the specific HDSL product ordered by the CLEC. Qwest,  
17 however, has not yet implemented its use for CLECs. (Qwest has not yet  
18 indicated whether it uses this USOC for Qwest retail or, if not, how  
19 assignment of facilities is physically performed for Qwest retail. Qwest  
20 should provide this information.) Qwest should implement the USOC  
21 expeditiously.

22 This CR does not replace in any way Integra’s CR PC082808-1IGX  
23 (which is broader), and it should not delay the processing of that CR.  
24 Implementation of a USOC was not specifically mentioned in the  
25 description of change in that CR, whereas here Integra is specifically  
26 requesting USOC implementation for HDSL. Integra reserves its rights as  
27 to CR PC082808-1IGX. It appears from CMP discussions related to  
28 PC082808-1IGX that implementation of the USOC may be bogged down  
29 by other issues, so Integra has also submitted this CR to attempt to avoid  
30 delay in implementing the USOC. If implementation of the USOC assists  
31 in resolving some of the issues raised in CR PC082808-1IGX, as

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<sup>18</sup> Exhibit Integra 2.1, pp. 44-45.

<sup>19</sup> Exhibit Integra 2.7, p. 1 (Attachment E, Page 001).

1 suggested by Qwest, then the companies may address that situation at the  
2 time. . . .

3 Although Qwest had said that work on USOC implementation is currently  
4 underway and scheduled to be implemented in mid April of 2009, Qwest  
5 has since suggested that it may stop work on the USOC if CLECs do not  
6 agree to an unrelated Qwest proposal. Qwest should not tie  
7 implementation of the USOC to other issues. Doing so will cause an  
8 unnecessary delay and may cause discriminatory conditions to continue.<sup>20</sup>

9 Integra submitted the Facilities Assignment USOC CR as an exception to the  
10 CMP rules (using a process in the governing CMP Document for requesting such  
11 exceptions) in an effort to keep the mid-April USOC implementation date to  
12 which Qwest had previously committed. The CMP exception process requires a  
13 unanimous vote for the request to be processed as an exception to the CMP  
14 processes. As required by the CMP Document (Exhibit Integra 2.25), Qwest held  
15 a vote on February 17, 2009. Ten carriers voted. Nine voted yes, with only  
16 Qwest voting no.<sup>21</sup>

17 On February 18, 2009, Qwest sent Integra the denial for its Facilities Assignment  
18 USOC CR.<sup>22</sup> Integra escalated the denial on March 5, 2009,<sup>23</sup> Qwest provided  
19 Qwest's binding response on March 13, 2009,<sup>24</sup> and Integra provided its position  
20 statement on March 20, 2009.<sup>25</sup>

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<sup>20</sup> Exhibit Integra 2.7, pp. 1-2 (Attachment E, pp. 001-002).

<sup>21</sup> Exhibit Integra 2.5, p. 38 (Attachment C, page 038).

<sup>22</sup> Although Qwest sent the denial to Integra on February 18, 2009, the letter denying the Change Request was dated February 17, 2009. See Exhibit Integra 2.5, pp. 39-40 (Attachment C, pages 039-040).

<sup>23</sup> Exhibit Integra 2.7, pp. 6-13 (Attachment E, pages 006-013).

<sup>24</sup> Exhibit Integra 2.7, pp. 15-16 (Attachment E, pages 015-016).

<sup>25</sup> Exhibit Integra 2.7, pp. 16-22 (Attachment E, pages 016-022).

1 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.8, WHICH CONTAINS CMP**  
2 **MATERIALS RELATING TO OPTIONAL TESTING.**

3 A. Exhibit Integra 2.8 includes true and correct copies of CMP documentation  
4 associated with Qwest's October 2001 CMP Change Request number PC100101-  
5 5ES entitled "Clarification of Additional Testing Process," which Qwest then  
6 named "optional testing."<sup>26</sup> Exhibit Integra 2.8 is accurately described in the  
7 Joint CLEC Initial Comments.<sup>27</sup> Qwest implemented its optional testing charges  
8 via CMP over the objections of multiple CLECs.<sup>28</sup> Qwest assured CLECs that the  
9 charge would only apply at CLEC's option and when CLEC does not provide test  
10 diagnostics to Qwest.<sup>29</sup>

11 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.9, WHICH CONTAINS**  
12 **EXCERPTS FROM STATE COMMISSION ORDERS RELATING TO**  
13 **NETWORK MAINTENANCE AND MODERNIZATION.**

14 A. Exhibit Integra 2.9 includes true and correct excerpts from state commission  
15 orders in Qwest-Eschelon interconnection agreement arbitrations (in which I  
16 participated) in five states.<sup>30</sup> A review of the excerpts in Exhibit Integra 2.9  
17 shows that the commissions in all five states agreed with Eschelon's position that

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<sup>26</sup> Exhibit Integra 2.8, pp. 16-17 (Attachment F, pages 016-017).

<sup>27</sup> Exhibit Integra 2.1, pp. 34-36.

<sup>28</sup> Exhibit Integra 2.8, pp. 4-12 and 19-39 (Attachment F, pages 004-012 & 019-039).

<sup>29</sup> Exhibit Integra 2.8, pp. 13-18 (Attachment F, pages 013-018).

<sup>30</sup> Eschelon and Qwest arbitrated the same issue (Issue No. 9-33) in 6 states. A decision is pending in Colorado. See discussion of Exhibit Integra 2.9, at pp. 5-7 and 47-50 in Exhibit Integra 2.1, the Joint CLEC Initial Comments (Attachment G and the Joint CLEC Initial Comments, pp. 5-7 & 47-50).

1 Qwest's network maintenance and modernization activity should not disrupt or  
2 degrade service to a CLEC's end user customers.<sup>31</sup> For example, the Arbitrator in  
3 Washington said:

4 While Qwest should have the discretion to modernize its own  
5 network, it should be apparent that 'modernization' and  
6 'maintenance' efforts should enhance or maintain, not diminish  
7 transmission quality.<sup>32</sup>

8 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.10, WHICH LISTS CLECs**  
9 **KNOWN TO HAVE OPTED IN TO THE QWEST-ESCHELON**  
10 **INTERCONNECTION AGREEMENT.**

11 A. Of the five Qwest-Eschelon interconnection agreement ("ICA") arbitrations  
12 completed to date,<sup>33</sup> Minnesota was the first. Exhibit Integra 2.10 includes a list  
13 of twelve (12) CLECs known to have either opted into the Qwest-Eschelon ICA  
14 in Minnesota or used the agreement as a base. In addition to the examples in  
15 Exhibit Integra 2.10, Hood Canal Telephone Co. Inc and Computer 5\* have opted  
16 in to the Qwest-Eschelon ICA in Washington, FiberNet Monticello has opted-in  
17 to the ICA in Minnesota, and POPP.com, Inc. has opted in to the ICA in Arizona.

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<sup>31</sup> The FCC's unbundling rule provides, in part: "An incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop." 47 C.F.R. §51.319(a)(8). This language is reflected in proposed merger condition 26(a).

<sup>32</sup> WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83.

<sup>33</sup> For the docket numbers, see the footnote above (to the description of my background).

1 These CLECs have substantially the same ICA provisions as Eschelon and  
2 Integra, including the same provisions regarding xDSL and line conditioning.<sup>34</sup>

3 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.11 RELATING TO**  
4 **UNILATERAL CONDUCT BY QWEST IN CMP AND QWEST'S**  
5 **STATEMENTS REGARDING THE IMPORTANCE OF INDUSTRY**  
6 **STANDARDS.**

7 A. The CMP Document (Exhibit Integra 2.25), which outlines the rules and  
8 procedures governing conduct of Qwest's CMP, provides that the interconnection  
9 agreements control over CMP (including changes to Qwest's web-based Product  
10 Catalog, known as the PCAT, made through CMP).<sup>35</sup> CMP was a subject of  
11 extensive testimony in the Qwest-Eschelon ICA Arbitrations (in which I  
12 participated). The Minnesota arbitrators concluded: "Eschelon has provided  
13 *convincing evidence* that the CMP process does not always provide CLECs with  
14 adequate protection from Qwest making *important unilateral changes* in the  
15 terms and conditions of interconnection."<sup>36</sup> In the Oregon Qwest-Eschelon ICA  
16 Arbitration, when Qwest asserted that it had properly implemented a process  
17 through the CMP, the arbitrator in Oregon similarly commented upon evidence

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<sup>34</sup> See Exhibit Integra 2.5, pp. 124-164 (Attachment C, pages 124-164). See Exhibit Integra 2.10, p. 2 and pp. 50-51 in Exhibit Integra 2.1, the Joint CLEC Initial Comments (Attachment H, p. 2 and the Joint CLEC Initial Comments, pp. 50-51).

<sup>35</sup> Exhibit Integra 2.25, CMP Document (Arbitrated ICA Exhibit G), §1.0 ("Introduction and Scope"). See also Qwest-Integra ICA §12.1.6.1.4 (Exhibit Integra 2.5, p. 153 (Attachment C, p. 153)).

<sup>36</sup> See Arbitrator's Report, In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b), MPUC Docket No. P-5340, 421/IC-06-768 ("Minnesota Qwest-Eschelon ICA Arbitration"), adopted as modified by the MPUC in its Order Resolving Arbitration Issues (March 30, 2007), ¶ 22 (emphasis added).

1 submitted by Eschelon and concluded regarding Qwest's assertion that "the  
2 record casts doubt upon that assertion."<sup>37</sup> Since then, a witness for the Minnesota  
3 Department of Commerce also commented upon Qwest's unilateral conduct in  
4 CMP, stating: "The Commission should consider advising Qwest that if there is  
5 another incident of this type where Qwest takes unilateral action (without  
6 collaborating with the CLECs) that results in operational barriers for CLECs, then  
7 the Commission will require future Qwest processes and changes related to 251  
8 UNEs . . . that affect Minnesota CLECs be submitted to the Commission for prior  
9 approval."<sup>38</sup> A true and correct excerpt of this testimony is contained in Exhibit  
10 Integra 2.11.<sup>39</sup> In Arizona, the Commission has similarly cautioned Qwest: "We  
11 concur with Staff, and caution Qwest to review its procedures so that the CMP is  
12 not utilized to change Commission-approved rates."<sup>40</sup>

13 Exhibit Integra 2.11 also contains true and correct excerpt from Qwest witnesses  
14 who testified in multiple rounds of testimony that industry standards are important  
15 and who claimed that Qwest complies with industry standards. For example,  
16 Qwest witness Renee Albersheim, in her Surrebuttal Testimony, testified:

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<sup>37</sup> Order No. 08-365, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No.ARB 775 (July 7, 2008), p. 64.

<sup>38</sup> See Exhibit Integra 2.11, p. 4, lines 11-16 (Attachment I, p. 004, lines 11-16), MN conversions/commingling docket, Dr. Fagerlund Reply Testimony (Sept. 25, 2009). I was also a witness in this docket.

<sup>39</sup> See Exhibit Integra 2.11, pp. 1-4 and discussion of CMP , Exhibit Integra 2.1, pp. 2-3 in the Joint CLEC Initial Comments (Attachment I, pp. 001-004 and the Joint CLEC Initial Comments, pp. 2-3).

<sup>40</sup> Commission's Opinion and Order, *In re. Eschelon Telecom Inc., of Arizona v. Qwest Corporation*, Docket Nos. T-03406A-06-0257, T-01051B-06-0257, Decision No. 70557 (Oct. 23, 2008) ("ACC Decision No. 70557") (p. 32 line 26 – p. 33 line 1).

1 ...as Qwest sees it, choosing to ignore regulations and choosing to  
2 ignore industry standards is not an option.<sup>41</sup>  
3

4 If industry standards were used by ILECs to create operational  
5 barriers for CLECs, the practices would be forced to change by the  
6 industry.<sup>42</sup>  
7

8 Industry standards are not created by ILECs to benefit only ILECs.  
9 They are created and supported by a broad spectrum of industry  
10 participants to benefit the industry as a whole.<sup>43</sup>

11 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.12 CONTAINING CMP**  
12 **MATERIALS RELATING TO QWEST'S CHANGE REQUEST TO**  
13 **GRANDPARENT ADSL COMPATIBLE LOOPS.**

14 A. Exhibit Integra 2.12 includes CMP meeting materials associated with Qwest's  
15 grandparenting of ADSL capable loops, which is accurately described in the Joint  
16 CLEC Initial Comments.<sup>44</sup> I participated in these events on behalf of Integra.

17 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.13, WHICH IS INTEGRA'S**  
18 **xDSL KEY SUMMARY OF EVENTS.**

19 A. Exhibit Integra 2.13 provides a high level overview of the summary of events  
20 related to Integra's efforts to resolve the issues relating to conditioned copper  
21 loops and xDSL. The overview includes a timeline from October 2007 to  
22 November of 2009 for escalations to Qwest service management, Integra's

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<sup>41</sup> Exhibit Integra 2.11, p. 19, lines 8-9 (Attachment I, p.019, lines 8-9).

<sup>42</sup> Exhibit Integra 2.11, p. 20, lines 10-11 (Attachment I, p. 020, lines 10-11).

<sup>43</sup> Exhibit Integra 2.11, p. 20, lines 14-16 (Attachment I, p. 020, lines 14-16).

<sup>44</sup> Exhibit Integra 2.1, pp. 18-22.



1 Change Requests submitted to Qwest in CMP, and Vice President level  
2 escalations.<sup>45</sup> I participated in these events on behalf of Integra.

3 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.14, WHICH CONTAINS**  
4 **EMAIL EXCHANGES BETWEEN QWEST AND INTEGRA**  
5 **REGARDING xDSL ISSUES.**

6 A. Exhibit Integra 2.14 contains true and correct copies of email exchanges between  
7 Qwest and Integra, including communications between an Integra ILEC Relations  
8 Process Specialist, who reports to me, and a Qwest service manager. The email  
9 exchanges took place between October of 2007 and January of 2008. They began  
10 as a result of the escalation by an Integra repair supervisor to Qwest service  
11 management regarding a repair for an HDSL2 loop on October 11, 2007.<sup>46</sup> In the  
12 matrix comparing legal authority to Qwest's stated positions (Exhibit Integra 2.3,  
13 Attachment A), Qwest's statements from Exhibit Integra 2.14 (Attachment L) are  
14 accurately quoted and cited in matrix row numbers 3, 6, 9, and 10.

15 As shown in Exhibit Integra 2.14, Integra requested clarification on several  
16 matters in an email Integra sent to Qwest on November 14, 2007; Qwest  
17 responded on January 21, 2008, indicating: (1) Qwest does not use the NCI codes  
18 to provision the loop and claims that the NCI code is only informative<sup>47</sup> to Qwest;

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<sup>45</sup> Exhibit Integra 2.13, pp. 1-3 (Attachment K, pp. 001-003).

<sup>46</sup> Exhibit Integra 2.14, p. 1 (Attachment L, p. 001); see also Exhibit Integra 2.5, p. 8.

<sup>47</sup> Exhibit Integra 2.14, p. 1 (Attachment L, p. 001) at Qwest's response to question number one, first paragraph; see also *id.* at Qwest's response to 3 (c), second paragraph on p. 3. Qwest confirmed its position later in CMP. Exhibit Integra 2.5, p. 62 (Attachment C, p. 062) (15) Qwest CMP Denial, 3/13/09; Exhibit Integra 2.6, p. 4 (Attachment D, p. 004) March 18, 2009 CMP meeting.

1 (2) Qwest unilaterally defines “excessive bridge tap” as bridge tap within certain  
2 distances<sup>48</sup> (rather than as the federal rule defines it, as bridge tap that that could  
3 diminish the capability of the loop to deliver xDSL<sup>49</sup>); (3) Qwest does not allow a  
4 CLEC to reserve a particular available loop, even if Qwest’s loop qualification  
5 shows multiple loops and one may perform better than another;<sup>50</sup> (4) “Qwest does  
6 not provision requests to meet a specific facility or technology, but rather  
7 provisions a class of service, based on the NC codes on the CLEC orders”;<sup>51</sup> and  
8 (5) Qwest repair employees that told Integra to submit an order to remove bridge  
9 tap were in error because Qwest does not offer that “product” or “service.”<sup>52</sup>

10 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.15 AND EXHIBIT INTEGRA**  
11 **2.21 REGARDING xDSL EXAMPLES.**

12 A. Exhibit Integra 2.15 includes a summary matrix, along with true and correct  
13 copies of corresponding supporting documentation. The examples relate to  
14 conditioned copper loop provisioning, repair, and billing (*e.g.*, maintenance of  
15 service and optional testing charges). The examples in Exhibit Integra 2.15  
16 (Attachment M) correspond to issues (a)-(j) in Section III(A)(2) of the Joint  
17 CLEC Initial Comments (Exhibit Integra 2.1):

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<sup>48</sup> Exhibit Integra 2.14, p. 2 (Attachment L, p. 002,) Qwest’s response to question number two.

<sup>49</sup> 47 C.F.R. §51.319(a)(1)(iii)(A).

<sup>50</sup> Exhibit Integra 2.14, p. 2 (Attachment L, p. 2). Qwest’s response to question 3 (a). See Exhibit Integra 2.1, pp. 37-38, Joint CLEC Initial Comments.

<sup>51</sup> Exhibit Integra 2.14, p. 3 (Attachment L, p. 3,) Qwest’s response to questions 3 (c), second paragraph.

<sup>52</sup> Exhibit Integra 2.14, p. 4 (Attachment L, p. 4,) Qwest’s response to question 4.

- 1 • Qwest restricts testing to voice transmission parameters and  
2 refuses digital signal levels on trouble reports.
- 3 • Qwest denies access to ADSL capable loops based on  
4 grandparenting of ADSL.<sup>53</sup>
- 5 • Qwest refuses to repair/restore service to data/digital levels leaving  
6 the customer adversely impacted.
- 7 • Qwest refuses to remove certain devices, including bridge tap  
8 when removing the devices could resolve the issue. Although  
9 Qwest did agree in a limited circumstance to remove the bridge  
10 tap, the repair was delayed and the customer was impacted. In the  
11 majority of cases, Qwest refuses to remove the bridge tap (or other  
12 device).
- 13 • Qwest charges CLECs a maintenance of service charge even  
14 though the trouble is in the Qwest network (e.g. due to bridge tap).
- 15 • Qwest refuses to proceed with the repair unless the CLEC  
16 authorizes charges for optional testing, when the CLEC has  
17 provided test results to Qwest, when asking Qwest to test is  
18 supposed to be optional.
- 19 • Qwest does not assign the best available pair for the type of loop  
20 requested because Qwest assigns to voice parameters for 2 and 4  
21 wire non-loaded loops.

22 Exhibit Integra 2.21 contains true and correct documentation for an additional  
23 example.<sup>54</sup> Integra escalated the issue to Integra's Qwest service manager when  
24 Qwest refused to remove the bridge tap after Integra submitted trouble tickets to

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<sup>53</sup> In a June 5, 2008 email from Qwest Regional Vice President, Wholesale, Ken Beck to Integra, Qwest said that "CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop *to receive an HDSL Level of Transmission*" even though Qwest was not making the ADSL capable loop available to all CLECs. See Exhibit Integra 2.5, p. 16 (Attachment C, p. 016.) (emphasis added)

<sup>54</sup> Exhibit Integra 2.21 (Attachment V) was provided as a separate exhibit (rather than in the matrix) because the example occurred on November 23, 2009, the day before the Joint CLEC Initial Comments (Exhibit Integra 2.1) were filed on November 24, 2009. Due to time constraints at that time, the example was added at the end of the exhibits. It is maintained separately here simply for ease of reference when looking for documents cited in Exhibit Integra 2.1 by the numbering used in those comments.

1 Qwest. Qwest's service manager first refused to escalate the issue and told the  
2 Integra repair manager to have an Integra general manager or vice president  
3 escalate the issue directly to Qwest Regional Vice President, Wholesale, Ken  
4 Beck. When Integra responded that Integra was appropriately sending the  
5 example to the Qwest service manager because end user customers are being  
6 impacted,<sup>55</sup> the Qwest service manager responded to Integra's repair manager  
7 nine minutes later<sup>56</sup> with two short sentences: "The Circuits are testing within  
8 specification of the loops ordered."<sup>57</sup> Qwest considers this issued closed."<sup>58</sup> As  
9 the example shows, Qwest claims the loop is "within specification," even when  
10 bridge tap is interfering with xDSL service on a loop for which conditioning was  
11 authorized.

12 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.16 REGARDING LOOP**  
13 **ASSIGNMENT.**

14 A. Exhibit Integra 2.16 includes a true and correct copy of a CLEC order (a Local  
15 Service Request or "LSR"), along with true and correct copies of Qwest  
16 documentation related to a loop that was assigned by Qwest, as well as other

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<sup>55</sup> The Qwest service manager's instruction was contrary to Qwest's own procedures, developed in CMP Re-design and currently reflected in Qwest's PCAT, which states: "*Escalations can be initiated for any issue, at anytime, and at any escalation point.*" (emphasis added). See <http://www.qwest.com/wholesale/clecs/exesclover.html>; see also Exhibit Integra 2.25 (CMP Document) §12.8.1.

<sup>56</sup> The email time of Qwest's response appears to be two hours earlier than Integra's email. The time discrepancy, however, is due to the fact that Qwest's service manager is in the Central time zone and Integra's repair manager is in the Pacific time zone.

<sup>57</sup> Qwest's comment is based on its position that it tests xDSL loops to voice parameters only. See, Exhibit Integra 2.3 (Attachment A), Row Nos. 1-2.

<sup>58</sup> Exhibit Integra 2.21, p. 1 (Attachment V, p. 1) November 23, 2009 email response from Qwest.

1 loops that Qwest did not assign.<sup>59</sup> Exhibit Integra 2.16 (Attachment N)  
2 accurately illustrates a problem resulting from the CLEC's inability, per Qwest's  
3 processes, to reserve a loop.<sup>60</sup>

4 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.17, WHICH IS AN**  
5 **EXAMPLE FROM THE ADTRAN DSL ASSISTANT.**

6 A. Exhibit Integra 2.17 (Attachment O) includes true and correct copies of  
7 documentation from an equipment vendor named AdTran. This documentation  
8 provides further support to accurately illustrate the problem resulting from the  
9 CLEC's inability, per Qwest's processes, to reserve a loop.<sup>61</sup>

10 **Q. HAVE YOU REVIEWED ATTACHMENTS P, Q, AND R TO THE JOINT**  
11 **CLEC INITIAL COMMENTS (EXHIBIT INTEGRA 2.1)?**

12 A. Yes. Attachment P contains excerpts from PAETEC's Business Analysis and  
13 Quality Assurance ADSL EDI document, Attachment Q contains PAETEC-  
14 Qwest communications regarding ADSL & SDSL troubles, and Attachment R  
15 contains PAETEC's Summary of Key Events.<sup>62</sup> During at least the same time  
16 period as Integra has been raising problems with Qwest's xDSL practices with  
17 Qwest,<sup>63</sup> PAETEC has also been raising problems with Qwest's xDSL practices  
18 with Qwest. PAETEC's experiences are similar to those of Integra. I was present

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<sup>59</sup> This LSR was selected randomly only for purposes of comparing assigned and unassigned loops for the same address. (It is not one of the examples of non-working service.)

<sup>60</sup> Exhibit Integra 2.1, pp. 37-41.

<sup>61</sup> Exhibit Integra 2.1, pp. 39-41.

<sup>62</sup> Exhibit Integra 2.1, p. i.

<sup>63</sup> Exhibit Integra 2.13 (Attachment K) Integra xDSL Summary of Key Events.

1 at CMP meetings when PAETEC described to Qwest the types of issues described  
2 in its Attachments. For example, I attended the November 18, 2008, monthly  
3 CMP meeting when PAETEC said, as reflected in Qwest-prepared meeting  
4 minutes:

5 Julia Carter-Redman-McLeodUSA said that their concern is that  
6 they have a circuit that has worked properly for years (11/26/08  
7 Comments to minutes received from Integra) a change occurs in  
8 Qwest's network and now the circuit doesn't work. Qwest's  
9 response is that the circuit meets the standard [SIC] for test per  
10 NCI code and CLEC now has to re-order because it has the wrong  
11 NCI codes. Jamal Boudhaouia-Qwest said that the issue is to  
12 provide correct NCI codes. Julia Redman-Carter-McLeodUSA said  
13 that the (11/26/08 Comments to minutes received from Integra)  
14 circuit has been working for years and the codes in the beginning  
15 worked and now there is a repair issue. Qwest is now claiming it  
16 doesn't work because the NCI codes are wrong and we have to  
17 reorder with the now correct NCI codes. . . .

18  
19 Julia Redman-Carter-McLeodUSA said that they don't want  
20 (11/26/08 Comments to minutes received from Integra) to have to  
21 reorder something that has been working and now stops working.  
22 PAETEC want the service repaired based on the standard for the  
23 service we originally ordered and received.<sup>64</sup>

24 Integra has experienced many of the same issues as PAETEC has experienced  
25 related to repairing unbundled loops that are supposed to be conditioned to  
26 transmit the digital signals needed to provide xDSL service.<sup>65</sup>

27 **Q. PLEASE DESCRIBE THE EXAMPLES IN EXHIBIT INTEGRA 2.18 AND**  
28 **EXHIBIT INTEGRA 2.19 RELATED TO DISPARAGING REMARKS.**

29 A. Exhibits Integra 2.18 and Integra 2.19 contain accurate descriptions of multiple

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<sup>64</sup> Exhibit Integra 2.6, p. 18 (Attachment D, p. 018), November 18, 2008 CMP meeting minutes.

<sup>65</sup> *Triennial Review Order*, ¶ 249.

1 separate instances that Integra has reported to Qwest's service management team  
2 in which Qwest has taken advantage of Qwest's unique role as both a vendor and  
3 a competitor of CLECs, in the manner described as follows by the Minnesota  
4 commission:

5 As a provider of monopoly and bottleneck wholesale services, as  
6 well as the best-known provider of retail services, Qwest has  
7 unparalleled opportunities to manipulate the wholesale service  
8 transfer process to its benefit. For this reason, ensuring that calls  
9 from other carriers' customers are immediately referred to them  
10 and preventing misleading characterizations of other carriers'  
11 conduct are critical to providing adequate wholesale service.<sup>66</sup>

12 Exhibit Integra 2.18 was attached to the November 24, 2009, Joint CLEC Initial  
13 Comments (Exhibit Integra 2.1, Attachment S). Exhibit Integra 2.19 contains  
14 additional examples that have occurred since then.<sup>67</sup> The last page of Exhibit  
15 Integra 2.19 illustrates the problem. It describes the following exchange between  
16 a Qwest representative and an Integra customer as follows:

17 "“what it would take to switch over ...Integra going out of  
18 business?” I told him 'probably' to which he replied ‘Well, we'll  
19 do all we can to get them out of business.’”

20 The examples include inappropriate Qwest actions and Qwest comments made to  
21 Integra's end user customers, which the end user customer then reports to Integra.

22 Integra provides examples to Qwest's service manager, and Integra adds the  
23 examples to an issues log that Integra manages and provides to Qwest weekly.

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<sup>66</sup> Exhibit Integra 2.26, p. 12, MN 616 Order, July 30, 2003.

<sup>67</sup> Integra filed Attachment S-1 with its July 8, 2010, Motion for Prehearing Conference and Notice of Supplemental Exhibits in the same Minnesota proceeding. Since then, additional instances have been added to Exhibit Integra 2.19.

1 More typically, such Qwest communications are not necessarily in writing or, if  
2 they are written and provided to an end user customer, the end user customer may  
3 not want to be caught in the middle by informing the CLEC or providing copies to  
4 the CLEC. Therefore, there may be more incidents, but a CLEC is not in a  
5 position to know of them. After all, a CLEC representative is not present when  
6 Qwest contacts CLEC's customer for marketing purposes or makes disparaging  
7 remarks to CLEC's customer.

8 As the increasing number of examples shows, the passage of time without a  
9 mechanism for deterring such conduct is not without consequences. Merger  
10 condition 18 seeks to ensure the protection of CLEC information from being used  
11 for the Merged Company's retail operations or improper marketing purposes.

12 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.20 RELATING TO OTHER**  
13 **DISCRIMINATION.**

14 A. Exhibit Integra 2.20 contains a chronology, along with true and correct copies of  
15 supporting documentation, relating to an example of discrimination that is  
16 accurately described in the Joint CLEC Initial Comments.<sup>68</sup> I participated in the  
17 communications with Qwest relating to this example.

18 **Q. HAVE YOU DESCRIBED THE xDSL EXAMPLE IN EXHIBIT INTEGRA**  
19 **2.21?**

20 A. Yes, I described Exhibit Integra 2.21 earlier, when discussing Exhibit Integra

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<sup>68</sup> Exhibit Integra 2.1, pp. 54-57.



1 2.15, which also contains xDSL examples.

2 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.22 CONTAINING QWEST'S**  
3 **MAY 7, 2010, NETWORK NOTIFICATION.**

4 A. Exhibit Integra 2.22 contains a true and correct copy of a May 7, 2010, Qwest  
5 Network Notification that Qwest sent with an effective date of May 14, 2010.  
6 The subject of Qwest's May 7, 2010, notice states: "ICONN Update to include list  
7 of Cross-boxes with Potential for Power Disparity." The notification said:

8 Effective May 14, 2010, Qwest will be adding a link on the  
9 ICONN website that provides a list of cross-boxes with a potential  
10 for power disparity, aka spectral interference. This list identifies  
11 the cross-boxes where Qwest has installed Digital Subscriber Line  
12 Access Multiplexer ("DSLAM") facilities as Remote Terminals in  
13 close proximity.

14 Included in the products impacted were "xDSL Unbundled copper (metallic)  
15 loops."<sup>69</sup> This Qwest network notification is similar in terms of effect to the  
16 Qwest notification to which CLECs previously objected which said:  
17 "Qwest...says the service may be degraded or may not work at all."<sup>70</sup> In some  
18 respects, the May 7, 2010, notice is worse, because it applies to all xDSL, rather  
19 than only ADSL compatible loops as with the previous notice.

20 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.23 CONTAINING INTEGRA**  
21 **AND PAETEC OBJECTIONS.**

22 A. Exhibit Integra 2.23 contains true and correct copies of Integra and PAETEC

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<sup>69</sup> Exhibit Integra 2.22, p. 1.

<sup>70</sup> Exhibit Integra 2.1, pp. 18-19 & Exhibit Integra 2.12 (Attachment J).

1 objections to Qwest's May 7, 2010, Network notification (Exhibit Integra 2.22).

2 The objections were sent to Qwest CMP, Qwest service management, and the

3 Qwest Interconnection email address. Integra provided several cites to ICAs and

4 the law as a basis for Integra's objection. For example, Integra said:

5 In its notice, Qwest recognizes no limits on adverse impacts, such  
6 as those in the law and the ICAs. For example, in the Qwest-  
7 Eschelon ICA arbitrations (issue 9-33), state commissions rejected  
8 Qwest's position that it could make network modifications that  
9 adversely impact data or other services without restoring them.  
10 Qwest mentions spectral interference in its notice. The Arbitrated  
11 ICAs provide, in section 9.2.6.8, that Qwest shall not disconnect  
12 Carrier services to resolve a spectral interference dispute. Qwest's  
13 vague notice provides no such limitation and it is at best unclear as  
14 to whether "impacted" includes, in Qwest's view, disconnection.  
15 In addition, CLECs have raised a number of issues relating to  
16 problems with Qwest's handling of NC/NCI codes (such as those  
17 raised by Integra and PAETEC in CMP). If Qwest's handling of  
18 NC/NCI codes results in problems at the spectrum management  
19 phase, Qwest should not shift those problems or the responsibility  
20 for correcting them to CLECs.<sup>71</sup>

21 PAETEC responded that it agreed with Integra's objections, and also said:

22 Furthermore, PAETEC strongly objects to Qwest's attempt to  
23 impose a change that (incidentally relates to an on-going,  
24 unresolved issue between PAETEC and Qwest), is contrary to  
25 terms within the ICAs and was strongly objected to by CLECs in  
26 the CMP process. (See references noted by Integra in mail below.)  
27 Qwest's distribution of this notice, in light of the preceding  
28 discussions, applicable CMP and ad hoc meetings, and unresolved  
29 issues displays Qwest's overt disregard for CLECs and the  
30 processes established for "working together."<sup>72</sup>

31 Despite Integra's and PAETEC's objections, Qwest moved forward and

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<sup>71</sup> Exhibit Integra 2.23, pp. 1-2.

<sup>72</sup> See Exhibit Integra 2.23, p. 1.

1 implemented the change on May 14, 2010. The notice creates uncertainty for  
2 CLEC customers of Qwest regarding the reliability and availability of conditioned  
3 copper loops that are supposed to be conditioned to transmit the digital signals  
4 needed to provide xDSL service.<sup>73</sup> Qwest still has not explained how its notice is  
5 consistent with the FCC's unbundling rule that states: "An incumbent LEC shall  
6 not engineer the transmission capabilities of its network in a manner, or engage in  
7 any policy, practice, or procedure, that *disrupts or degrades access* to the local  
8 loop."<sup>74</sup>

9 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.24 RELATING TO RECENT**  
10 **QWEST ACTIVITY IN CMP TO IMPLEMENT UNAPPROVED RATES**  
11 **FOR LINE CONDITIONING VIA CMP.**

12 A. Exhibit Integra 2.24 is a true and correct copy of a Change Request that Qwest  
13 announced to CLECs in the July 2010 monthly CMP meeting, along with true and  
14 correct copies of CLEC objections to the Change Request. At least Integra,  
15 PAETEC, and Velocity objected to Qwest's Change Request (though the  
16 objection deadline has yet been established). I am participating in these events on  
17 behalf of Integra. Qwest has indicated that, despite CLECs' objections, Qwest  
18 intends to proceed with its changes, which Qwest said in CMP would include new  
19 charges.

20 Neither ICA negotiations nor settlement negotiations have resulted in a resolution

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<sup>73</sup> *Triennial Review Order*, ¶249.

<sup>74</sup> 47 C.F.R. § 51.319(a)(8) (emphasis added).

1 of the disputes relating to conditioned copper loops. Although the Minnesota  
2 UNE Provisioning docket should proceed, and arbitrations go forward in other  
3 states upon conclusion of ICA negotiations, Qwest has instead announced that,  
4 before then, it is going to unilaterally implement its negotiations positions  
5 including unapproved rates, which have been rejected by Integra and PAETEC,  
6 via CMP. Qwest is proceeding even though CLECs have objected to Qwest  
7 essentially using CMP to implement unapproved rates and even though CLECs  
8 had on two previous occasions brought these issues to CMP in a timely manner,  
9 only to have Qwest deny their requests.<sup>75</sup> Qwest announced that its CMP changes  
10 will apply only in Minnesota – the only state that has opened an investigation into  
11 Qwest’s UNE provisioning practices.

12 **Q. ARE YOU FAMILIAR WITH EXHIBIT INTEGRA 2.25, WHICH IS THE**  
13 **CMP DOCUMENT?**

14 A. Yes, I am familiar with the CMP Document (Exhibit Integra 2.25) which, as I  
15 indicated earlier, outlines the rules and procedures governing conduct of Qwest’s  
16 CMP. In addition, CMP is addressed in interconnections agreements.<sup>76</sup> I have  
17 been participating in Qwest CMP meetings and communications for almost ten  
18 (10) years, and I frequently review and cite the CMP Document in the course of  
19 that participation.

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<sup>75</sup> Exhibit Integra 2.6 (Attachment D) & Exhibit Integra 2.7 (Attachment E).

<sup>76</sup> Exhibit Integra 2.5, Johnson/pp. 152-153 (Pages 293-294 of the ICA) (Attachment C, pages 152-153 (Pages 293-294 of the ICA)); see Exhibit Integra 2.10 (Attachment H).

1 **Q. YOU HAVE DISCUSSED A NUMBER OF CHALLENGES WITH**  
2 **QWEST'S CMP, INCLUDING UNILATERAL CONDUCT BY QWEST.**  
3 **GIVEN THOSE CHALLENGES, DOES CENTURYLINK HAVE A CMP**  
4 **THAT COMPARES FAVORABLY?**

5 A. No. In fact, when before the CenturyTel-Embarq merger, Integra asked its  
6 Embarq Account manager if Embarq had a change management process so that  
7 Integra could participate in that process, Embarq did not indicate it had any CMP.  
8 Instead, Embarq simply directed Integra to its website, which discusses a CLEC  
9 Issue Resolution process. I have also reviewed the CenturyTel website, which  
10 discusses a notice process. These websites do not have anything like the terms  
11 laid out in the Qwest CMP Document (Exhibit Integra 2.25). According to the  
12 Embarq website, the CLEC Resolution process is just one annual and two semi-  
13 annual meetings. Meetings that occur so infrequently cannot adequately deal with  
14 the day-to-day product, process, and systems issues that occur between ILEC and  
15 CLEC. There is express recognition in the Qwest CMP Document that product,  
16 process, and systems changes may impact CLECs, and in some cases they have a  
17 "major effect on existing CLEC operating procedures."<sup>77</sup>

18 Short-term or after-the-fact notices and infrequent meetings are insufficient to  
19 allow CLECs to meaningfully participate in proposed changes and to prepare for  
20 changes that have a major impact on their operations. Calling inadequate

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<sup>77</sup> Exhibit Integra 2.25, CMP Document, §5.45.

1 procedures “streamlined”<sup>78</sup> does not make them adequate. In fact, it raises  
2 concern that CenturyLink, which has not similarly experienced 271 evaluation, is  
3 unfamiliar with the extent of its wholesale customers’ needs and the role that a  
4 working CMP has in meeting those needs.

5 **Q. IS INTEGRAS VIEW OF THE VALUE OF CMP A NEWLY FORMED**  
6 **VIEW?**

7 A. No. The company has long supported the importance of a working CMP that  
8 meets the 271 criteria used to evaluate Qwest’s CMP, despite the challenges  
9 posed by the manner in which Qwest implements it. For example, four years ago,  
10 I testified in the Qwest-Eschelon interconnection agreement arbitration that Mr.  
11 Michael Starkey of QSI accurately described CMP in his testimony,<sup>79</sup> in which he  
12 said that the CMP will continue to play an important role in ILEC-CLEC  
13 relations<sup>80</sup> and that the purpose of Eschelon’s CMP examples were not to change  
14 CMP, but to review the relationship between CMP and interconnection  
15 agreements:

16 By recognizing these CMP and PCAT realities, Eschelon is not  
17 requesting changes to CMP or suggesting that the Commission  
18 needs to make a finding that CMP is flawed before it can find in  
19 Eschelon’s favor. Such findings are unnecessary for Eschelon to

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<sup>78</sup> Joint Petitioners’ Reply Comments, WC Docket No. 10-110, July 27, 2010, at p. 24.

<sup>79</sup> Direct Testimony of Bonnie Johnson, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 6, lines 15-17; see *id.* p. 5, lines 8-13. See also, Direct Testimony of Bonnie Johnson, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007, Eschelon/43, Johnson/20, lines 19-22 see also Eschelon/43, Johnson/12, lines 1-6).

<sup>80</sup> Direct Testimony of Michael Starkey, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 21, line 16 – p. 22 line 2. See also Direct Testimony of Michael Starkey, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007), Eschelon/1, Starkey/25, lines 3-12.

1 prevail. Eschelon's position on each issue is fully supported by the  
2 facts and should prevail on the merits of that issue, as discussed  
3 with respect to each individual issue throughout the direct  
4 testimony. The purpose in relating these CMP and PCAT realities  
5 is to ensure that the facts about CMP and the PCAT are known  
6 when evaluating claims made by Qwest and when reviewing the  
7 examples and chronologies. . . . Certainly, the realities of CMP and  
8 the PCAT shed some light on why, for critical business issues, a  
9 CLEC may conclude it needs to exercise its Section 252 right to  
10 negotiation and compulsory arbitration.<sup>81</sup>

11 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.26 CONTAINING**  
12 **MINNESOTA COMMISSION ORDERS.**

13 A. Exhibit Integra 2.26 includes true and accurate copies of Minnesota commission  
14 orders dated July 31, 2003, and November 12, 2003, from *In The Matter of a*  
15 *Request by Eschelon Telecom for an Investigation Regarding Customer*  
16 *Conversion by Qwest and Regulatory Procedures*, Minnesota PUC Docket P-  
17 4211C-03-616 ("MN 616 orders"). The orders address an inappropriate  
18 communication between Qwest retail and Qwest wholesale.

19 **Q. PLEASE DESCRIBE EXHIBIT INTEGRA 2.27 CONTAINING A CMP**  
20 **NOTIFICATION REGARDING ADSL COMPATIBLE LOOPS.**

21 A. Exhibit Integra 2.27 includes true and correct copies of a Qwest notification and  
22 associated Qwest-proposed changes to the language of its online product catalog  
23 ("PCAT") regarding ADSL compatible loops, along with Integra and PAETEC  
24 comments in response to the notification. Earlier, when discussing Exhibit

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<sup>81</sup> Direct Testimony of Michael Starkey, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 31, line 10 – p. 32 line 10. See also Direct Testimony of Michael Starkey, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007), Eschelon/1, Starkey/38, line 15 – Starkey/39, line 17.

1 Integra 2.12, I described Qwest grandparenting of ADSL compatible loops so that  
2 such loops are no longer available, per Qwest, to all CLECs.

3 Qwest's August 5, 2010, notification states: "Qwest is updating this document to  
4 include a change in process. In the Implementation section of this document  
5 under Provisioning and Installation, information is being added regarding  
6 performance testing. Additionally, information is being added to clarify that  
7 service requests will be rejected if they do not meet the performance test  
8 parameters applicable to the product selected by the CLEC and that the standard  
9 jeopardy procedure will be followed." Although Qwest states that its purpose is  
10 clarification, the notice raises more questions than it answers, as described in  
11 Integra's comments in response to the notice that are part of Exhibit Integra 2.27.  
12 Qwest's notice creates additional business uncertainty regarding ADSL  
13 compatible loops.

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

15 A. Yes.