

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

DOCKET NO. 10-049-16

SURREBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

**INTEGRA TELECOM
Exhibit Integra 2SR**

October 14, 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. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?**

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

7 **Q. DID YOU FILE DIRECT TESTIMONY IN THIS DOCKET ON AUGUST**
8 **30, 2010?**

9 A. Yes. I filed direct testimony (Exhibit Integra 2) and Exhibits Integra 2.1 through
10 Integra 2.27.

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

12 A. First, I address that neither CenturyLink nor Qwest was responsive to the factual
13 information in my direct testimony, particularly as it relates to conditioned copper
14 loops (condition 27) and protection of CLEC information from being used for
15 ILEC retail operations or for ILEC marketing purposes (condition 18). Second, I
16 respond to CenturyLink's assertions that CLECs have not provided support
17 indicating CenturyLink's OSS has inferior functionality to that of Qwest's OSS
18 and that the alleged limitations of the CenturyLink OSS do not exist. I discuss
19 that the information provided by CenturyLink in recent information requests

1 reveals limitations in functionality in CenturyLink's OSS (EASE¹) relative to
2 Qwest's OSS (IMA²), including less pre-order functionality and fewer order
3 types. These relative limitations in functionality in CenturyLink's OSS are
4 apparent from the comparison matrix in Exhibit Integra 2SR.1, summarizing
5 information obtained recently from CenturyLink in data requests that appear in
6 Exhibit Integra 2SR.2. I also provide an example of how one of these limitations
7 (loop qualification functionality) reflects a delay in delivery of service to
8 customers and extra work for CLEC's as compared to using Qwest's OSS. Third,
9 I respond to statements made by Qwest witness Ms. Stewart's rebuttal testimony
10 in the course of her discussion of Qwest's Change Management Process ("CMP").
11 In his surrebuttal testimony, Mr. Gates further addresses the claims of Qwest and
12 CenturyLink regarding CMP. Finally, I respond to Ms. Stewart's statement that
13 Qwest's 90-day billing policy is an issue specific to Level 3. I describe that
14 Integra has also raised this same problem with Qwest. It is a general Qwest
15 billing policy, Integra has objected to Qwest, and Integra continues to dispute
16 Qwest's policy. The problem is not unique to Level 3.

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

18 A. As part of my testimony, I have included the following exhibits:

19 Integra 2SR.1: Matrix Comparing CenturyLink's and Qwest's LSR
20 Submission OSS Functionality

¹ EASE stands for Electronic Administration and Service Order Exchange.

² IMA stands for Interconnect Mediated Access.

1 Integra 2SR.2: CenturyLink Discovery Responses Regarding OSS Pre-
2 Order Functions and Order Types

3 Integra 2SR.3: CMP August 14 and August 16, 2001 CMP Redesign
4 Meeting Minute Excerpts

5 **II. CONDITIONED COPPER LOOPS & ILEC MARKETING PRACTICES**

6

7 **Q. MR. GATES REFERS IN HIS TESTIMONY TO YOUR TESTIMONY**
8 **AND ITS EXHIBITS. HAVE YOU REVIEWED THAT TESTIMONY, AND**
9 **IF SO, DID MR. GATES TAKE ANY STATEMENT OR EVENT OUT OF**
10 **CONTEXT?**

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

13 **Q. DID QWEST OR CENTURYLINK RESPOND DIRECTLY TO THE**
14 **EVIDENCE YOU PROVIDED IN YOUR DIRECT TESTIMONY**
15 **INCLUDING EXHIBITS?**

16 A. No. Neither Qwest nor CenturyLink cited to my testimony directly with the
17 exception of one general reference in a footnote. However, as I discussed in my
18 Direct Testimony, the factual information I provide supports the merger
19 conditions proposed by the Joint CLECs in this proceeding.³ For instance, Joint
20 CLECs' proposed merger condition 17 addresses the Change Management
21 Process; proposed condition 18 addresses ensuring protection of competitive local

³ Johnson Direct, p. 5, lines 1-2.

1 exchange carrier (“CLEC”) information from being used for the Merged
2 Company’s retail operations or for incumbent local exchange carrier (“ILEC”)
3 marketing purposes; proposed condition 26 addresses engineering and
4 maintenance of the ILEC network, including not disrupting or degrading service
5 to a CLEC’s end user customers; and proposed condition 27 relates to conditioned
6 copper loops. CenturyLink and Qwest did not respond to the factual evidence I
7 provided in my direct testimony when responding to Mr. Gates and Mr. Denney.

8 **Q. DID CENTURYLINK AND QWEST PROVIDE ANY RESPONSES**
9 **REGARDING CONDITION 27 RELATING TO CONDITIONED COPPER**
10 **LOOPS?**

11 A. Qwest witnesses Ms. Stewart repeats the Joint Petitioners’ argument that
12 conditioned copper loops condition is an attempt to litigate issues in this merger
13 approval proceeding that can be addressed in other, more appropriate and focused
14 Commission proceedings.⁴ CenturyLink witness Mr. Hunsucker claims that the
15 CLECs “...want to establish substantive terms and conditions that are not
16 required by applicable law and can be or have been subject to negotiation or
17 arbitration”⁵ and that “[t]hese issues -- 911, LNP, network construction and
18 maintenance and the provision of copper loops -- all have specific requirements in
19 47 CFR § 51 and are also covered within the ICAs that the CLECs have

⁴ Stewart Rebuttal, p. 24, lines 14-19.

⁵ Hunsucker Rebuttal, p. 25, lines 6-8.

1 voluntarily negotiated and signed, or that have already been arbitrated and
2 approved by the Commission.”⁶ Mr. Gates respond to the Joint Petitioners’
3 claims and discuss the need for condition 27 in more detail in his surrebuttal
4 testimony.

5 **Q. IS INTEGRA TRYING TO LITIGATE ISSUES THAT ARE A SUBJECT**
6 **OF ACTIVE DOCKETS, AS MS. STEWART SUGGESTS?**⁷

7 A. No. Ms. Stewart is presumably referring to MPUC Docket No. P-421/CI-09-
8 1066; OAH Docket No. 16-2500-21283-2 (“Docket 1066”) which she discusses
9 on page 25 of her Rebuttal Testimony. There is no complaint or proceeding in
10 Utah other than this one in which Integra’s requested relief is to ask for an
11 enforceable merger condition, if a merger is to be approved. In the other states in
12 which Integra is participating in Qwest-CenturyLink proposed merger dockets
13 (Arizona, Colorado, Montana, Oregon, and Washington), Integra is seeking the
14 same enforceable merger condition (condition 27) that it is seeking in Utah, even
15 though no docket similar to ”Dcoket 1066” is pending in any of those states. As I
16 discussed in my Direct Testimony, CLECs are proposing merger conditions to
17 help ensure that the post-transaction entity complies with the law and that the
18 merger does not harm customers and competition.⁸ In other dockets, including
19 “Docket 1066” in Minnesota, CLECs are seeking findings of discrimination or

⁶ Hunsucker Rebuttal, p. 25, lines 8-12.

⁷ Stewart Rebuttal, p. 24, lines 14-19.

⁸ Johnson Direct, p. 5, lines 16-19;

1 other non-compliance and rulings from the arbitrators on specific issues
2 presented. As discussed by Mr. Gates, conditioned copper loops allow CLECs to
3 provide xDSL-based advanced services to small and medium-sized businesses.⁹
4 The merged company's provision of unbundled loops conditioned to transmit the
5 digital signals needed to provide xDSL service in compliance with the law is an
6 important issue for Integra and its ability to compete.

7

8 **Q. MR. HUNSUCKER DISCUSSES CONDITION 18 RELATING TO ILEC**
9 **MARKETING PRACTICES AND USE OF CLEC INFORMATION ON**
10 **PAGES 39 AND 40 OF HIS REBUTTAL TESTIMONY. DID MR.**
11 **HUNSUCKER RESPOND TO THE MARKETING EXAMPLES YOU**
12 **PROVIDED IN EXHIBIT INTEGRA 2.19 OF YOUR DIRECT**
13 **TESTIMONY?**

14 A. No, not directly. While Mr. Hunsucker discusses condition 18, he does not
15 recognize the protection of CLEC information from inappropriate Qwest retail
16 marketing activities which is included in condition 18 and which Exhibit Integra
17 2.19 to my direct testimony supports. Mr. Hunsucker, CenturyLink's Director-

⁹ Gates Direct, p. 187; *Id.*, pp. 183-187.

1 CLEC Management,¹⁰ does not address the importance of this issue to CLECs,
2 which I described in my Direct Testimony:

3 “As the increasing number of examples shows, the passage of time
4 without a mechanism for deterring such conduct is not without
5 consequences. Merger condition 18 seeks to ensure the protection
6 of CLEC information from being used for the Merged Company’s
7 retail operations or improper marketing purposes.”¹¹

8 **Q. DO THE EXAMPLES YOU PROVIDED IN EXHIBIT INTEGRA 2.19 OF**
9 **YOUR DIRECT TESTIMONY SUPPORT THIS CONDITION, AND HAS**
10 **INTEGRA PROVIDED ADDITIONAL EXAMPLES TO QWEST SINCE**
11 **FILING DIRECT TESTIMONY?**

12 A. Yes. CenturyLink and Qwest did not rebut the examples of inappropriate ILEC
13 retail marketing activities that support Condition 18. Briefly, the types of ILEC
14 inappropriate comments or conduct represented in Exhibit Integra 2.19 can be
15 summarized as follows:

16 *ILEC representatives doing or saying the following --*

- 17 • **Misrepresentation of the caller:** Stating they were calling from Integra, or
18 leading the customer to believe the call was from Integra and not Qwest.
- 19 • **Integra Does Not Provide the Service to the Customer:** Qwest is
20 providing the service/dial tone; Qwest owns the numbers; Qwest owns the
21 network; Integra is just reselling the service; Integra is a 3rd party reseller;
22 Integra is a third party billing agent for Qwest; Integra is the middleman;
23 Integra was no longer handling the billing and the customer had already
24 been changed to Qwest and the call is informational; Qwest is taking over
25 the billing on the account and nothing will change; Qwest bought Integra’s

¹⁰ Hunsucker Rebuttal, p. 1, line 8.

¹¹ Johnson Direct, p. 31, lines 8-11.

1 lines; and Integra is renting lines from Qwest. In all cases the customer is
2 being served by Integra's switch.

- 3 • **Customer will lose service:** Integra is going out of business and, if the
4 customer does not change its service to Qwest, the customer will lose its
5 service; Integra is becoming a part of Qwest and the customer had to port
6 the numbers to Qwest; Integra is being bought; Because of a new Federal
7 Act, Qwest did not have to lease lines to Integra any longer.
- 8 • **Qwest provides better service:** There is no sense to stay with Integra
9 because it will take longer to get service; the customer had to order service
10 from Qwest to get a network interface installed; Qwest has shorter repair
11 intervals than Integra; Integra cannot provide the same level of service as
12 Qwest; Integra has a worse product; Qwest has a 4 hour turnaround for
13 repair and competitors take longer; repair technicians intentionally
14 impacting service and on a repair visit a Qwest repair technician called
15 Integra an idiot company.
- 16 • **Integra and Qwest affiliated:** Integra is a subsidiary of Qwest; a
17 department of Qwest; Qwest bought Integra; Qwest is Integra's parent
18 company; the companies have merged and Qwest and Integra are all one
19 company.
- 20 • **Rate Misinformation and General Disparaging Remarks:** Qwest
21 representative's erroneously telling the customer's contract expired;
22 Qwest is taking over the billing on the account and nothing will change;
23 Qwest is raising the rates it charges Integra so Integra will raise the
24 customer's rates; Integra gave Qwest the customer's account information
25 and told Qwest to call because the customer is too small and Integra does
26 not want them anymore; Integra is charging the customer for too many
27 lines; Integra will charge thousands for service because of all the fees and
28 the customer writes the check to Integra and Integra writes the check to
29 Qwest.

30 In addition, since the filing of direct testimony, Integra provided more examples
31 to Qwest. Of course, these new examples are not included in Exhibit Integra 2.19,
32 because they occurred after my direct testimony when that exhibit was filed. Two
33 of the new examples involve Qwest representatives contacting Integra's Customer
34 Care group impersonating Integra's customer to obtain information about

1 Integra's customer's account.¹² In both examples, there was something unusual
2 enough about the calls that the Integra employee in each case contacted Integra's
3 customer. In each case, the Integra customer confirmed that the customer had not
4 contacted Integra for the customer's account information. In addition, in the
5 example that Integra sent to Qwest on September 20, 2010, when Integra checked
6 the call records for incoming calls to Integra, the incoming call number of the
7 Qwest representative was recorded as 000-000-0001. This suggests that the caller
8 used spoofing to disguise the number of the caller. After Integra brought the issue
9 to Qwest, Qwest responded, on September 22, 2010, and acknowledged that
10 Qwest's representative had engaged in this conduct. Qwest said that it is not
11 Qwest's policy to allow a person acting on Qwest's behalf to contact a CLEC and
12 represent that he or she is the CLEC's customer, or without disclosing that he or
13 she is representing Qwest. Qwest told Integra that the agent in question had been
14 suspended.¹³ Although Qwest may take individual actions such as this in some
15 cases, Qwest has not taken sufficient preventative action, as shown by the fact
16 that these examples of Qwest inappropriate marketing practices continue to occur.
17 The additional examples support my earlier testimony that the passage of time

¹² These examples were sent to Qwest on September 20 and September 27, 2010, and are identified as issue number QE132 and QE133 on the issues log Integra exchanges weekly with its Qwest service manager.

¹³ As of the date this testimony was prepared, Qwest had not yet responded to the September 27, 2010, example (QE133).

1 without a mechanism for deterring such conduct, such as condition 18, is not
2 without consequences.

3 **III. RELATIVE FUNCTIONALITY OF CENTURYLINK AND QWEST OSS**

4 **Q. MR. HUNSUCKER ASSERTS THAT “CLECS’ CLAIM THAT THE**
5 **CENTURYLINK OSS IS INFERIOR TO THE QWEST OSS” IS**
6 **UNSUPPORTED.¹⁴ HAS INTEGRA ATTEMPTED TO OBTAIN MORE**
7 **INFORMATION ABOUT THE RELATIVE CAPABILITIES OF THE**
8 **COMPANIES’ SYSTEMS?**

9 A. Yes. Mr. Gates has described CLECs’ evidence that Qwest’s OSS have superior
10 functionality to that of CenturyLink’s OSS.¹⁵ Integra has also sent information
11 requests in discovery to CenturyLink to attempt to obtain more information about
12 the relative capabilities and functionalities of Qwest’s OSS and CenturyLink’s
13 OSS. CenturyLink’s responses provided little or no information about relative
14 capabilities and instead said that a detailed comparison of CenturyLink’s and
15 Qwest’s processes has not been conducted; that system integration plans for the
16 proposed transaction with Qwest have not been fully developed; and, in fact,
17 complete integration plans cannot be developed until the merger is concluded.¹⁶

¹⁴ Hunsucker Rebuttal at p. 34, lines 3-4 & 7-8.

¹⁵ See, e.g., Gates Direct at pp. 44-49, 58-62, 129-130 & Exhibit Joint CLECs 2.5.

¹⁶ See summary of discovery responses in Exhibit AHA-3 to Ankum Direct. I understand that CenturyLink has an obligation to supplement those discovery requests when additional or different information is available.

1 After nearly five months since the merger announcement date,¹⁷ Integra sent
2 additional information requests to CenturyLink to inquire about the relative
3 capabilities and functionalities of Qwest's OSS and CenturyLink's OSS. As
4 CenturyLink and Qwest have said that they had not conducted a comparison,
5 Integra attempted through these requests to obtain information about
6 CenturyLink's OSS so that Integra could compare it with information about
7 Qwest's OSS that is available in Qwest's online documentation (information with
8 which Integra is familiar from doing business in Qwest territory). Integra asked,
9 for example, about OSS pre-order functions and order types of CenturyLink's
10 legacy OSS systems. These information requests required no comparison with
11 Qwest's OSS. Presumably, CenturyLink is familiar with its own OSS capabilities
12 and functionalities, which should allow it to readily provide complete responses to
13 factual questions about whether its own systems perform certain functions or not.

14 **Q. DID CENTURYLINK PROVIDE SOME INFORMATION IN RESPONSE**
15 **TO INTEGRA'S RECENT DISCOVERY REQUESTS, AND IS THAT**
16 **INFORMATION REFLECTED IN EXHIBITS TO YOUR TESTIMONY?**

17 A. Yes. Using the information about CenturyLink's OSS from CenturyLink's
18 discovery responses, I compiled a matrix that compares LSR pre-order functions

¹⁷ See Mr. Gates' discussion in his surrebuttal testimony of why it is reasonable to expect the Joint Petitioners to have integration plans available for review at this point six months into the process.

1 and order types for CenturyLink's EASE to Qwest's IMA. The matrix is
2 provided with this testimony as Exhibit Integra 2SR.1.

3 Copies of CenturyLink's discovery responses used to populate the CenturyLink
4 column of the matrix are provided with this testimony as Exhibit Integra 2SR.2.
5 Exhibit Integra 2SR.2 includes CenturyLink's October 1, 2010, responses to
6 Integra's Request Numbers 169 and 170 in Utah; CenturyLink's August 24, 2010,
7 responses to Integra's corresponding Montana Request Numbers 161 and 162;
8 and CenturyLink's October 1, 2010 Supplemental Response to Integra's
9 Minnesota Request Number 13.¹⁸

10 **Q. DID CENTURYLINK RESPOND AS TO WHICH ORDER TYPES**
11 **CENTURYLINK PROVIDES USING EASE FOR EACH ITEM ON THE**
12 **LIST, AS REQUESTED IN INTEGRA'S INFORMATION REQUEST**
13 **NUMBER 170?**

14 A. Not in Utah. As shown in Exhibit Integra 2SR.2, in its earlier Montana response
15 (number 162), CenturyLink provided a yes or no response for each order type
16 (listed in subparts a-mm, except for some for which CenturyLink did not seem to
17 recognize the product, such as subloop unbundled feeder loop). Therefore, I used
18 this public information from Montana when compiling the matrix in Exhibit

¹⁸ As Mr. Gates explained in his Direct Testimony (pp. 74-77 & Exhibit Joint CLECs 2.4), CenturyLink refused Integra's request for a streamlined discovery process, so Integra has had to serve similar discovery requests in multiple states.

1 Integra 2SR.1. In Utah, when later responding to the corresponding question
2 about its OSS (number 170), CenturyLink did not say yes or no to each order type
3 in response to the question “which of the following order types does CenturyLink
4 provide using EASE?” Instead, CenturyLink told Integra (which will be a
5 CenturyLink customer if the merger is approved), to basically go find the
6 information itself.

7 As shown in Exhibit Integra 2SR.2, CenturyLink said: “EASE supports all
8 wholesale order types that are in the CenturyLink portfolio.” Without knowing
9 what order types are in the CenturyLink portfolio, this sentence does not reveal
10 any information about order types provided using EASE. CenturyLink’s answer
11 to that was to add: “The guides to CenturyLink products and processes can be
12 found at its website by following the instructions below: www.centurylink.com,
13 Click on Wholesale in the upper right, In the green box to the right, click on
14 CLEC Services, Under Guides & Demos, Click on Products & Process.”

15 CenturyLink identifies Melissa Cloz, Director Wholesale Operations, as the
16 “sponsor” for this response. When asked, she did not answer yes or no to each
17 order type in response to the question “which of the following order types does
18 CenturyLink provide using EASE?” If EASE offers the same or greater
19 functionality than Qwest OSS, it seems as though the Director of Wholesale
20 Operations would be anxious to convey that information to a potential wholesale

1 customer and would want to provide as much information as possible to
2 demonstrate the OSS's capabilities to the potential customer.

3 **Q. MR. HUNSUCKER ASSERTS THAT "THE ALLEGED LIMITATIONS**
4 **OF THE CENTURLINK OSS DO NOT EXIST."**¹⁹ **DID THE**
5 **INFORMATION PROVIDED BY CENTURLINK IN RESPONSE TO**
6 **RECENT INFORMATION REQUESTS REVEAL ANY LIMITATIONS**
7 **ON FUNCTIONALITY IN THE CENTURLINK OSS AS COMPARED**
8 **TO THE QWEST'S OSS?**

9 A. Yes. Exhibit Integra 2SR.1 summarizes the information in matrix format. In the
10 first column of the matrix, there is a list of LSR pre-order functions and order
11 types that Qwest offers in IMA that are important to CLECs in preparing to send
12 LSRs for order processing. The second column of the matrix, CenturyLink's
13 OSS, has two sub-columns for GUI and EDI and an affirmative or negative
14 response is provided based on the information in its discovery responses in
15 Exhibit Integra 2SR.2. A "yes" in the CenturyLink column means EASE has the
16 functionality as Qwest's OSS IMA. The final column of the matrix, for Qwest
17 OSS, and also has two sub-columns. One is for the IMA-GUI interface, and the
18 other is for IMA's application-to-application interface (IMA-XML).

¹⁹ Hunsucker Rebuttal at p. 34, lines 3-4 & 7-8.

1 **Q. DOES THE COMPARISON SHOWN IN THE MATRIX IN EXHIBIT**
2 **INTEGRA 2SR.1 CONTAIN INFORMATION THAT IS INCONSISTENT**
3 **WITH MR. HUNSUCKER’S ASSERTION THAT “THE ALLEGED**
4 **LIMITATIONS OF THE CENTURYLINK OSS DO NOT EXIST”?**²⁰

5 A. Yes. Each “no” in the CenturyLink EASE column for which there is a “yes” in
6 the Qwest IMA column in Exhibit Integra 2SR.1 represents a limitation of the
7 CenturyLink OSS as compared to the Qwest OSS. These limitations exist. And,
8 as I indicated earlier, the list represents LSR pre-order functions and order types
9 that are important to CLECs in preparing to send LSRs for order processing.
10 Although I am familiar with these aspects of Qwest’s OSS, I validated this
11 information with Qwest online documentation.²¹

12 **Q. CAN YOU PROVIDE AN EXAMPLE OF A KEY DIFFERENCE IN PRE-**
13 **ORDER FUNCTION BETWEEN CENTURYLINK EASE AND QWEST**
14 **IMA?**

15 A. For the pre-order functions of Raw Loop Data Validation and Loop Qualification
16 (for ISDN, ADSL, and commercial broadband services), each of these have a
17 “no” in the CenturyLink EASE column for which there is a “yes” in the Qwest
18 IMA column in Exhibit Integra 2SR.1. This is an important difference between
19 EASE, which does not have this pre-order functionality, and Qwest’s IMA, which

²⁰ Hunsucker Rebuttal at p. 34, lines 3-4 & 7-8.

²¹ See <http://www.qwest.com/wholesale/> .

1 does. Qwest's Raw Loop Data and Loop Qualification pre-order tool helps
2 CLECs to determine the likelihood of being able to provide an end user with
3 xDSL service *before the CLEC* places an order for the customer. This process
4 allows a CLEC to review loop make-up information when trying to determine
5 what service may best meet the customer's needs before the LSR process even
6 starts.

7 **Q. YOU SAID THAT EASE DOES NOT HAVE THE LOOP**
8 **QUALIFICATION PRE-ORDER FUNCTIONALITY. DID**
9 **CENTURYLINK MAKE THAT CLEAR IN ITS DISCOVERY**
10 **RESPONSE?**

11 A. CenturyLink attempted to qualify its "no" response for this pre-order function.
12 As shown in Exhibit Integra 2SR.2, when asked if CenturyLink currently provides
13 the loop qualification pre-order function with EASE, CenturyLink said "No, not
14 as part of pre-order function..." CenturyLink then added "...but it is available as
15 a part of the order process."²²

16 **Q. DOES CENTURYLINK'S QUALIFYING LANGUAGE MEAN THAT**
17 **EASE HAS THE SAME PRE-ORDER FUNCTIONALITY AS QWEST**
18 **IMA AND, IF NOT, WHAT IS THE DIFFERENCE IN HOW A CLEC**

²² Exhibit Integra 2SR.2No. 169 k-m

1 **OBTAINS LOOP QUALIFICATION INFORMATION IN EASE AND**
2 **IMA?**

3 A. No. The key difference is that, with Qwest IMA, the CLEC has *access* to the
4 information *before* ordering (i.e., *pre-order*). With EASE, the CLEC has to
5 *submit an order* to *obtain* the information. This delays delivery of service to the
6 customer and requires a CLEC to submit an additional LSR (one LSR for the
7 “pre-qualification” and another for the circuit) for a single customer request.

8 The process in Qwest IMA allows the CLEC to:

- 9 • Access IMA real time and obtain the loop qualification
10 information using the address, telephone number or circuit ID.
- 11 • Determine if a loop at that address qualifies for the service and
12 submit the LSR as appropriate, including a request for loop
13 conditioning.
- 14 • Qwest processes the LSR.

15 The process for CenturyLink EASE²³ requires a CLEC to:

- 16 • Submit a first LSR (the pre-qualification LSR) requesting a loop
17 qualification – (This step is required if you are going to request
18 line conditioning for the service you order).
- 19 • The pre-qualification LSR request follows a two day interval.²⁴
- 20 • A response with the loop qualification information is provided via
21 EASE.
- 22 • Determine if loop qualifies and whether it requires conditioning,
23 after receiving the LSR loop qualification response.

²³ See the EASE VFO Local Service Requests Order Entry Job aide at
http://ease.centurylink.com/Document/CLEC_Prequal_Training_job_aid.doc

²⁴ See the EASE VFO Local Service Requests Order Entry Job aide, p. 3 which states: “**Note:**
Prequalification requests follow a 2 day interval” at
http://ease.centurylink.com/Document/CLEC_Prequal_Training_job_aid.doc

- 1 • Submit a second LSR to order the service. If conditioning is being
2 requested, the order number from the loop qualification order is
3 required on the second LSR.
4 • CenturyLink processes the second LSR.

5 These steps show that there is a significant difference in the functionality between
6 IMA and EASE regarding loop qualification. The difference translates to a delay
7 in delivery of service to the customer because the CLEC must submit two orders
8 (LSRs), with a 2-day interval after the first order before the second order can be
9 submitted.

10 **Q. DOES THE COMPARISON SHOWN IN THE MATRIX IN EXHIBIT**
11 **INTEGRA 2SR.1 CONTAIN ADDITIONAL INFORMATION THAT IS**
12 **INCONSISTENT WITH MR. HUNSUCKER’S ASSERTION THAT “THE**
13 **ALLEGED LIMITATIONS OF THE CENTURYLINK OSS DO NOT**
14 **EXIST”?**²⁵

15 A. Yes. In Request No. 170, Integra asked CenturyLink which of a list of 38
16 different Qwest order types (products) CenturyLink currently provides with
17 EASE. Of the 38 Qwest order types identified, CenturyLink responded YES to
18 fifteen (15), and NO²⁶ to fifteen (15). CenturyLink’s response to eight (8) was:
19 “CenturyLink is unclear what service or product is being described in this

²⁵ Hunsucker Rebuttal at p. 34, lines 3-4 & 7-8.

²⁶ For 12 of the responses CenturyLink said it did not offer the product or service and 3 related to Interim Number Portability which CenturyLink said it did not allow.

1 question,”²⁷ which suggests that CenturyLink does not offer it as it does not
2 recognize it. If, however, the three interim number portability order types are
3 removed, and one assumes that the answer is yes for the eight about which
4 CenturyLink is unclear, there are twelve types of services for which a CLEC
5 cannot use EASE to submit a LSR. Those twelve order types, as shown in
6 Exhibit Integra 2SR.1, are:

7 Resale Frame Relay; Unbundled Analog Line Side Switch Port;
8 Unbundled Analog Line Side Switch Port ISDN BRI Capable; Unbundled
9 Analog DID/PBX Trunk Port; Unbundled DS1 DID/PBX Trunk or Trunk
10 Port Facility; UNEP ISDN BRI; UNE-P PRI ISDN Facility; UNE-P PRI
11 ISDN Trunk; Line Split UNEP POTS; Line Spilt UNEP PBX Design
12 Trunk; Split UNEP Centrex 21 and Unbundled Loop Split.

13 **IV. CHANGE MANAGEMENT PROCESS**

14 **Q. MS. STEWART CLAIMS THAT PROTECTIONS ARE ALREADY IN**
15 **PLACE BECAUSE CHANGES TO QWEST OSS WOULD BE HANDLED**
16 **THROUGH CMP AND SUBJECT TO ICAS.²⁸ PLEASE RESPOND.**

17 A. Mr. Gates discusses Ms. Stewart’s testimony in his surrebuttal. As indicated by
18 Mr. Gates, if a change to a back-end system is not intended to impact CLECs, the
19 change may not be handled in CMP.²⁹ Whether CMP is used may depend, for
20 example, on how the ILEC interprets the CMP Document and on how the ILEC
21 interprets what may affect CLECs. Exhibit 2SR.3 to my testimony is a true and

²⁷ See Exhibit Integra 2SR.1, middle column entitled CenturyLink.

²⁸ Stewart Rebuttal at pp. 20-22.

²⁹ QSI Gates Surrebuttal. Even assuming the change is subject to notice and opportunity to comment per the CMP procedures, not all system changes have testing requirements associated with them. See Exhibit 2.25 (CMP Document).

1 correct copy of pages from minutes of a meeting of working sessions of the CMP
2 “Re-design” team.³⁰ The CMP Re-design was a process that occurred in
3 conjunction with Qwest’s request for 271 approval. Through CMP Re-design,
4 changes were made to Qwest’s CMP (formerly known as Co-Provider Industry
5 Change Management Process or “CICMP”). In CMP Re-Design, CLECs raised
6 concerns about ILEC changes to retail and back-end systems that may affect
7 CLECs.³¹ In response, Qwest said that “CLECs will be notified on Retail driven
8 changes that impact CLEC interfaces.”³² In addition, the following footnote was
9 added to every page of the CMP Document:

10 Throughout this document, OSS interfaces are defined as existing or new
11 gateways (including application-to-application interfaces and Graphical User
12 Interfaces), connectivity and system functions *that support or affect* the pre-
13 order, order, provisioning, maintenance and repair, and billing capabilities for
14 local services (local exchange services) provided by CLECs to their end users.³³
15
16 In addition, the CMP Document states, for change requests (“CRs”) requesting
17 changes to systems and products/processes: “Qwest will not deny a CR solely on

³⁰ CMP Re-Design Final Meeting Minutes (8/14/01 & 8/16/01), also available at http://www.qwest.com/wholesale/downloads/2001/010831/CMP_Redesign_Aug_14_16_Mtg_Minutes_FINAL.doc

³¹ Exhibit 2SR.3, pp. 14-15.

³² Exhibit 2SR.3, pp. 14-15. See also Completed Action Item 95, available at http://www.qwest.com/wholesale/downloads/2002/021015/CLOSED-CMP_RedesignCoreTeamIssuesActionItemsLog-Rev10-09-02.doc.

³³ Integra Exhibit 2.25 (CMP Document), footnote on pages 1-113 (emphasis added). A second footnote on each page states: “Throughout this document, the term “include(s)” and “including” mean “including, but not limited to.” *Id.*

1 the basis that the CR involves a change to back-end systems.”³⁴ At this time, it is
2 not known how CenturyLink will interpret the CMP Document and how
3 CenturyLink will interpret what may affect CLECs.

4
5 **Q. MS. STEWART TESTIFIES THAT QWEST CMP WILL BE IN PLACE**
6 **POST MERGER BECAUSE VIRTUALLY ALL ICAS CONTAIN CMP**
7 **LANGUAGE. DOES THAT ADDRESS THE NEED FOR CONDITION 17**
8 **RELATING TO CMP?**

9 A. No. Although the Qwest CMP will be in place immediately post merger, there is
10 uncertainty about how long Qwest CMP will remain in place. The Joint
11 Petitioners are opposed to condition number 8³⁵ which would allow requesting
12 carriers to extend existing interconnection agreements, whether or not the initial
13 or current term has expired or is in “evergreen” status, for at least the Defined
14 Time Period or the date of expiration in the agreement, whichever is later.³⁶
15 Integra’s current ICA contains language and the CMP document as exhibit G to
16 the ICA,³⁷ but those agreements will expire.

³⁴ Integra Exhibit 2.25 §5.1.4 (Systems Change Request Origination Process) and §5.3 (CLEC Originated Product/Process Change Request Process) (same sentence in both sections).

³⁵ Hunsucker Rebuttal, p. 19, lines 1-3 states: “A unilateral ability for CLECs to extend an ICA is an outcome not contemplated within the context of the bilateral negotiations ordered by Congress. It is contrary to the Act and should be rejected.”

³⁶ Gates Direct, Joint CLEC Exhibit 2.8, p. 5, condition number 8.

³⁷ See the Eschelon ICA section 12.1.5 and subparts and Exhibit G to the ICA.

1 **Q. MS. STEWART PROVIDES THE LANGUAGE FROM QWEST'S**
2 **NEGOTIATIONS TEMPLATE REGARDING CMP AS AN ASSURANCE**
3 **THAT QWEST CMP WILL REMAIN IN PLACE.³⁸ HOW DOES QWEST**
4 **COMMUNICATE CHANGES TO THE QWEST NEGOTIATION**
5 **TEMPLATE?**

6 A. Qwest sends changes to its negotiation template as a notification, but not as a
7 CMP notice. This means that the procedures and timeframes in the CMP
8 Document do not apply. The template changes are effective immediately and,
9 because they are sent as non-CMP notices, there is no formal comment cycle, so a
10 CLEC does not have that opportunity to comment on Qwest's changes. CLECs
11 cannot prevent, provide input, or even formally comment on changes Qwest
12 makes to its negotiation template. As Mr. Gates discusses in his direct testimony,
13 "Qwest's template proposals contain *Qwest's* view of its obligations under the
14 Act and implementing rules, and do not necessarily reflect the terms and
15 conditions that were reviewed and found satisfactory during the 271 process."³⁹

16 Although the CMP Document used to be a part of the Qwest negotiations
17 template as Exhibit G, Qwest removed Exhibit G, and now Exhibit G simply
18 states "Intentionally Left Blank."⁴⁰ Although language referring to CMP remains

³⁸ Stewart Rebuttal, pp. 7-9.

³⁹ Gates Direct, p. 23, lines 7-9.

⁴⁰ See Qwest's Negotiations Template Agreement website, additional exhibits and select Exhibit G at <http://www.qwest.com/wholesale/clecs/nta.html>

1 in the body of the Qwest negotiations template at this time, Qwest could remove
2 the language referring to CMP at any time, just as Qwest removed the CMP
3 Document from the Negotiations Template, and a CLEC would not even have an
4 opportunity to comment on it.

5 **Q. DID QWEST ALSO OMIT EXHIBIT G FROM A QWEST-ESCHELON**
6 **ICA DURING A COMPLIANCE FILING?**

7 A. Yes. After the Qwest-Eschelon interconnection agreement (“ICA”) arbitration in
8 Washington, the parties had to file a compliance filing of the final ICA with the
9 Washington Commission. Qwest made the filing in Washington. On the day of
10 the filing, Integra reminded Qwest in an email that the CMP Document to be filed
11 is the most recent one available at the time of filing. When Qwest filed the ICA
12 and exhibits for the Washington compliance filing on March 2, 2009, however,
13 Qwest instead filed Exhibit G as “Intentionally Left Blank.” In other words,
14 Qwest filed its Negotiation Template version of Exhibit G (which had already
15 been changed to “Intentionally Left Blank”), and not the CMP Document which
16 was agreed to in ICA negotiations. Eschelon made Qwest aware of its error on
17 March 3, 2009, and Qwest filed errata on March 4, 2009.

18 **V. QWEST 90-DAY BILLING POLICY**

19 **Q. IN RESPONSE TO THE DIRECT TESTIMONY OF LEVEL 3**
20 **REGARDING QWEST’S 90-DAY BILLING POLICY AND RELATED**

1 **CONDITION PROPOSED BY LEVEL 3, MS. STEWART CLAIMS THAT**
2 **THE ISSUE IS SPECIFIC TO LEVEL 3.⁴¹ DO YOU AGREE?**

3 A. No. Mr. Thayer of Level 3 describes in his direct testimony how “A little over a
4 year ago, Qwest informed Level 3 that it would no longer accept any billing
5 disputes that were lodged with Qwest 90 days after the date of the invoice.”⁴² Mr.
6 Thayer also testified that Level 3 asked Qwest to point to any legal authority that
7 allows Qwest to implement this practice and Qwest failed to provide any
8 satisfactory legal explanation.⁴³

9 Integra has had the same experience as Level 3. Although Integra is not aware of
10 any notification Qwest provided when it implemented this practice, Integra started
11 seeing Qwest deny requests for credits back more than 90 days even when Qwest
12 agreed it had made an error on a bill. Integra objected to Qwest and continues to
13 dispute Qwest’s policy, and therefore, Qwest is or should be aware that this
14 dispute is not specific to Level 3.

15 **Q. MS. STEWART SUGGESTS THAT QWEST’S 90-DAY POLICY IS**
16 **LIMITED TO WHEN AN AGREEMENT IS SILENT.⁴⁴ IS THAT THE**
17 **CASE?**

⁴¹ Stewart Rebuttal, p. 36, lines 13-15.

⁴² Thayer Direct, p. 22, lines 21-23.

⁴³ Thayer Direct, p. 22, lines 23-26.

⁴⁴ Stewart Rebuttal, p. 36, lines 8-9.

1 A. No. For example, in Utah, Qwest applies its 90-day limit on credits for erroneous
2 billing in spite of language in Eschelon's agreement in sections 5 and 21 which
3 states:

4 5.18.5 No dispute, regardless of the form of action, arising
5 out of this Agreement, may be brought by either Party more than
6 three (3) years after the cause of action accrues, and

7 21.8.7 If a Party fails to dispute a charge and discovers an
8 error on a bill it has paid after the period set forth in section
9 21.8.4.1, the party may dispute the bill at a later time through an
10 informal process, through the process otherwise set forth in
11 Sections, 21.8.3 and 21.8.4, through an Audit pursuant to the Audit
12 provision of this agreement, through the dispute resolution
13 provision of section 5.18 of this Agreement, or pursuant to
14 applicable state statutes or Commission rules.

15 The above ICA provisions are meaningless if the ILEC unilaterally interprets
16 them to mean that a CLEC has three years to dispute erroneous charges billed by
17 Qwest but only 90 days or some other arbitrary time frame to obtain a credit to
18 remedy the erroneous charges.

19 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

20 A. Yes.
21
22
23
24