

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

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In the matter of the petition)
of Autotel)
for arbitration of an)
interconnection agreement)
with Qwest Corporation)
pursuant to Section 252(b))
of the Telecommunications Act)

Docket No. T-01051B-04-0152

Arizona Corporation Commission
DOCKETED

JUL - 2 2004

DOCKETED BY

**Reply Testimony of
Richard L. Oberdorfer
On Behalf of Autotel**

AZ CORP COMMISSION
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I. IDENTIFICATION OF WITNESS

Q) PLEASE STATE YOUR NAME AND OCCUPATION.

A) My name is Richard L. Oberdorfer. I own two small telecommunications companies, Western Radio Services Co. (Western) which has provided CMRS service in Oregon since 1978 and Autotel which has provided CMRS service in Nevada since 1994.

Q) HAVE YOU SUBMITTED TESTIMONY IN THIS MATTER BEFORE?

A) I submitted direct testimony on June 11, 2004.

II. INTRODUCTION

Q) WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A) The purpose of my testimony is to reply to the testimony of Qwest's Mr. Elmer Craig Morris and Mr. William R. Easton. Qwest has claimed that Qwest and Autotel have been able to resolve some open issues. This is simply not true.

III. ISSUES 8,12, AND 13.

Q) SINCE SUBMITTING AUTOTEL'S PETITION HAVE YOU HAD ANY CONTACT WITH EITHER OF THESE TWO MEN?

A) No. Other than normal circuit ordering and a repair complaint my only contacts with Qwest have been with Qwest's attorneys. The only negotiations occurred between myself and Mr. Monson.

Q) HAVE YOU EVER HAD ANY CONTACT WITH EITHER MR. MORRIS OR MR. EASTON?

A) I can not even recall Mr. Morris's name coming up at any time during negotiations. Mr. Easton represented Qwest in a matter with Western some ten years ago.

Q) HOW COULD EITHER OF THESE QWEST EMPLOYEES TESTIFY AS TO THE SUBSTANCE OF NEGOTIATIONS THAT OCCURRED BETWEEN YOU AND MR. MONSON?

A) It is a mystery to me. I made an offer to Qwest's Mr. Monson to settle similar open issues in the Arbitration with Qwest in Oregon. I did not receive a definitive response from Qwest. I did not make, nor did I receive from Qwest, an offer to settle any of the open issues in Arizona.

Q. COULD THIS JUST BE A MISUNDERSTANDING ON QWEST'S PART?

A . I view it as just another case of Qwest making things up. I have attached as Exhibit A my final communication, which was sent to Qwest on May 13, 2004, concerning the negotiations.

IV. CONCLUSION

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes it does.

Monica

From: Richard L. Oberdorfer [oberdorfer@earthlink.net]
Sent: Tuesday, June 01, 2004 12:30 PM
To: Monica Davis
Subject: Fw: Oregon ARB 537

----- Original Message -----

From: Richard L. Oberdorfer
To: Gregory Monson
Cc: Alex Duarte ; Bryan Sanderson
Sent: Thursday, May 13, 2004 1:16 PM
Subject: Fw: Oregon ARB 537

Mr. Monson

This was Western's offer to settle some of the open issues during our failed attempt to negotiate a joint matrix. I did not receive acceptance from Qwest to the proposals. If Qwest considers its revised issues matrix to be a counter offer, Qwest should understand that it was rejected along with the Qwest matrix.

I have not made any offers for Arizona.

Richard L. Oberdorfer

----- Original Message -----

From: Richard L. Oberdorfer
To: Gregory Monson
Sent: Saturday, April 10, 2004 2:53 PM
Subject: Oregon ARB 537

Mr. Monson

I thought would get an early start on attempting to develop the joint issues list. These are my comments on Qwest's matrix and offers to Qwest's requests for specific language.

The Qwest matrix on open issues 1 through 5 fails to state the open issues Western raised in its petition although Qwest seems to respond to those issues. Qwest fails to identify the open issues on the remaining 6 through 15. Qwest does identify some errors and requests some non significant changes in the draft agreement.

Issue 9: Western agrees to change the Miscellaneous Charges section of the draft agreement to include only the charges for which there is a corresponding rate element in Qwest's Oregon SGAT Exhibit A. Western agrees to change section M.2.b. to refer to the rates in Exhibit A.

Issue 10: Western agrees to add to section V.B.1. of the draft agreement the following: The actual physical Point of Interface and the facilities used will be the subject to the negotiations between the Parties.

Issue 13: Western agrees to change in section XXII.Q of the draft agreement the location for arbitration from Bend to Portland.

Issue 14: Western agrees to correct the errors in Exhibit A to the draft interconnection agreement to conform to

the rates in Qwest's Oregon SGAT. Western agrees to include in the Exhibit A to the draft interconnection agreement only those rates from Qwest's Oregon SGAT for which there are terms and conditions in the agreement.

Issue 15: Western agrees to make the following changes to the draft interconnection agreement:

Qwest to Qwest Corporation

Bellcore to Telcordia

Appendix to Exhibit

Richard L. Oberdorfer
Western Radio Services Co.

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the Reply Testimony of Richard L. Oberdorfer on Behalf of Autotel was sent via first class mail on July 01, 2004:

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

First Class Main

Jane L. Rodda
Administrative Law Judge
Arizona Corporation Commission
400 West Congress
Tucson, Arizona 85701

Lyn Farmer
Chief Administrative Law Judge
Hearing Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Christopher Kempley
Chief Counsel, Legal Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Ernest Johnson
Director, Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Gregory B. Monson
Stoel Rives LLP
201 South Main Street
Salt Lake City, Utah 84111

Timothy Berg
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012

Monica Davis

Monica Davis
Office Assistant