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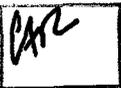
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IN THE MATTER OF THE PETITION  
OF DIECA COMMUNICATIONS, INC.  
dba COVAD COMMUNICATIONS  
COMPANY FOR ARBITRATION OF AN  
INTERCONNECTION AGREEMENT  
WITH QWEST CORPORATION.

DOCKET NO. T-03632A-04-0425

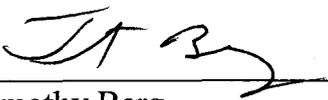
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NOTICE OF FILING  
REBUTTAL TESTIMONY

Qwest Corporation files herewith its public/redacted version of Rebuttal Testimony of Renee Albersheim, William R. Easton, Michael Norman and Karen A. Stewart, in the above-captioned matter.

RESPECTFULLY SUBMITTED this 18<sup>th</sup> day of January, 2005.

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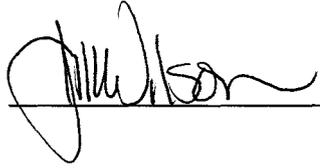
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**RENEE ALBERSHEIM**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**JEFF HATCH-MILLER**

**Chairman**

**MARC SPITZER**

**Commissioner**

**WILLIAM A. MUNDELL**

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**KRISTIN K. MAYES**

**Commissioner**

**IN THE MATTER OF THE PETITION )  
OF DIECA COMMUNICATIONS, INC. )  
dba COVAD COMMUNICATIONS )  
COMPANY FOR ARBITRATION OF AN )  
INTERCONNECTION AGREEMENT )  
WITH QWEST CORPORATION )**

**Docket No. T-03632A-04-0425  
T-01051B-04-0452**

**REBUTTAL TESTIMONY OF RENÉE ALBERSHEIM**

**ON BEHALF OF**

**QWEST CORPORATION**

**JANUARY 18, 2004**

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1                                   **I.           IDENTIFICATION OF WITNESS**

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

4   A.   My name is Renée Albersheim. I am employed by Qwest Corporation (“Qwest”), as a  
5   Staff Advocate. My business address is 1801 California Street, 24th floor, Denver, CO,  
6   80202.

7   **Q.   PLEASE DESCRIBE YOUR EDUCATION, BACKGROUND AND**  
8   **EMPLOYMENT EXPERIENCE.**

9   A.   I have been working in the Global Wholesale Markets organization since December,  
10   2003. Before December I worked in the Information Technologies Wholesale Systems  
11   organization since joining Qwest in October 1999. As a Staff Advocate, I provide  
12   support for Qwest's response to regulatory issues associated with the 1996 Act, FCC  
13   orders, state commission decisions, and other legal and regulatory matters.

14   Prior to becoming a Qwest employee, I worked for 15 years as a consultant on many  
15   systems development projects and in a variety of roles including the following:  
16   programmer and systems developer, systems architect, project manager, information  
17   center manager and software training consultant. I worked on projects in a number of  
18   industries including: oil and gas; electric, water and telephone utilities; insurance; fast  
19   food; computer hardware; and the military. I designed and developed a number of  
20   applications including electronic interfaces like those described later in this testimony.  
21   During that time, I worked on several of Qwest's Operations Support Systems (“OSS”) as

1 a consultant on Human Resources and Interconnect Access Billing Systems (“IABS”)  
2 projects.

3 In addition to working full-time at Qwest, I also earned a Juris Doctor degree from the  
4 University Of Denver College Of Law and passed the Colorado Bar Examination in  
5 October of 2001. Prior to attending law school, I received a Master of Business  
6 Administration in Management Information Systems from the University of Colorado  
7 College of Business and Administration in 1985 and I received a Bachelor of Arts degree  
8 from the University of Colorado in 1983.

9 **II. PURPOSE OF REBUTTAL TESTIMONY**

10 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

11 A. The purpose of my testimony is to discuss Issue No. 8-1: Due Dates for Amounts  
12 Payable, where I will respond to the claims of Covad witness Elizabeth Balvin regarding  
13 the use of a circuit ID to validate line sharing bills, Covad’s testimony regarding the  
14 Change Management Process (“CMP”), and Covad’s concerns regarding validation of  
15 deaveraged rate zones.



1 companies were formed from the combination of the original Bell Operating Companies  
2 (“BOCs”) that were created following the divestiture from AT&T. Qwest’s current  
3 operating territory, and therefore much of its Operational Support System (“OSS”) legacy  
4 architecture, is the product of the merger of three predecessor Bell Operating Companies:  
5 Pacific Northwest Bell (covering Washington and Oregon); Mountain Bell (covering  
6 Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming); and  
7 Northwestern Bell (covering Iowa, Minnesota, Nebraska, North Dakota, and South  
8 Dakota). Pacific Northwest Bell’s operating area is now referred to as Qwest’s Western  
9 Region; Mountain Bell’s operating area is now referred to as Qwest’s Central Region;  
10 and Northwestern Bell’s operating area is now referred to as Qwest’s Eastern Region. A  
11 number of Qwest’s back office systems still exist in three versions, such as the Customer  
12 Record Information System (“CRIS”) and the Service Order Processors (“SOPS”).  
13 Qwest has created a single set of electronic interfaces for the CLECs to use to access data  
14 in these back office systems.<sup>1</sup> The fact that there are differences within and among the  
15 ILECs is nothing new.<sup>2</sup>

---

<sup>1</sup> A quick review of Verizon’s wholesale website at <http://www22.verizon.com/wholesale/local/order/0,19410,,00.html> demonstrates that its CLEC facing processes are actually physically divided between western and eastern regions: Verizon East - CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV; Verizon West - AZ, CA, FL, HI, ID, IL, IN, MI, NC, NV, OH, OR, SC, TX, WA, WI. Qwest has one set of CLEC facing processes that apply to all 14 in-region states, even though Qwest’s back office systems are divided by its three source regions.

<sup>2</sup> In fact, during the 271 proceedings, during which claims were raised that Qwest systems included requirements not found in the systems of the other ILECs, the FCC stated “Our requirement is that the BOC provide nondiscriminatory access to unbundled network elements at rates, terms, and conditions that are just, reasonable, and nondiscriminatory, **which is not necessarily identical** in every BOC region.” *In the Matter of Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming*, WC Docket No. 02 – 314, FCC 02-332, at 62, (“FCC Nine State Order”) (Emphasis added).

1 **Q. COULD ANOTHER REASON FOR DIFFERENCES BETWEEN THE ILECS BE**  
2 **THAT QWEST WAS THE FIRST ILEC TO PROVIDE THE LINE SHARING**  
3 **PRODUCT?**

4 A. Yes. On October 8, 1999, the Minnesota Commission issued an order directing Qwest  
5 (then U S WEST) and CLECs interested in line sharing to conduct technical trials to  
6 determine the feasibility of line sharing in Minnesota.<sup>3</sup> Qwest and the participating  
7 CLECs, which included Covad, presented a stipulation resolving issues regarding the  
8 provisioning of line sharing.<sup>4</sup> This stipulation resulted in Qwest becoming the first ILEC  
9 to offer line sharing in the nation.<sup>5</sup> One of the primary decisions made by the joint team  
10 was to use what was then called the POTS provisioning system flow (now known as the  
11 non-design provisioning system flow) as opposed to the design provisioning system flow  
12 to provision the line sharing product even though the non-design provisioning system  
13 flow did not contain the circuit ID. Apparently, the CLEC members of the joint team  
14 believed that they would be able to implement service for their customers more quickly if

---

<sup>3</sup> See *Before the Minnesota Public Utilities Commission, In the Matter of a Commission Initiated Investigation Into the Practices of Incumbent Local Exchange Companies Regarding Shared Line Access, Docket No. P-999/CI-99-678, Order Requiring Technical Trials, Good Faith Resolution of Operational Issues, and a Resulting Report*, issued October 8, 1999. The Joint Team's primary report, sub-reports and associated OSS attachments are included with this testimony as exhibit RA-Reb-01.

<sup>4</sup> See *Before the Minnesota Public Utilities Commission, In the Matter of a Commission Initiated Investigation Into the Practices of Incumbent Local Exchange Companies Regarding Shared Line Access, Docket No. P-999/CI-99-678, Joint Report to the Commission, filed November 22, 1999* ("Joint Report"). The Joint Team's primary report, sub-reports and associated OSS attachments are included with this testimony as exhibit RA-Reb-01.

The commission ordered the adoption of the stipulation of the parties. See *Before the Minnesota Public Utilities Commission, In the Matter of a Commission Initiated Investigation Into the Practices of Incumbent Local Exchange Companies Regarding Shared Line Access, Docket No. P-999/CI-99-678, Order Adopting Terms and Conditions for Provisioning of Line Sharing in Minnesota and Initiating a Cost Proceeding, Issued December 3<sup>rd</sup>, 1999*.

<sup>5</sup> See *Third Report and Order in CC Doc. No. 98-147 and Fourth Report and Order in CC Doc. No. 96-98*, 14 FCC Rcd 20912 (1999) ("Line Sharing Order"), Dec. 9, 1999.

1 they were able to use the non-design provisioning system flow instead of the design  
2 provisioning system flow, because they believed that the provisioning intervals for line  
3 sharing using the non-design flow would become shorter.<sup>6</sup>

4 Importantly, the members of the Joint Team, which included Covad, recognized that  
5 since Qwest's was the first implementation of line sharing, the end result might not be in  
6 line with any industry standard developed at a later time.<sup>7</sup>

7 Thus, Covad's complaint about the missing circuit ID information on its line sharing  
8 bills, and the claim that other ILECs provide this information, is nothing more than a red  
9 herring since Covad itself was one of the CLECs who helped make the decision to have  
10 line sharing provisioned by Qwest out of the non-design provisioning system flow.

11 **Q. MS. BALVIN STATES ON PAGE 8 OF HER DIRECT TESTIMONY THAT THE**  
12 **INDUSTRY STANDARD FOR BILLING OF LINE SHARING IS TO USE A**  
13 **CIRCUIT ID. IS THAT RELEVANT?**

14 **A.** No. First, the industry provides guidelines for ordering and billing, but industry  
15 guidelines are not hard and fast rules. All of the ILECs follow these guidelines to the  
16 extent that their various systems permit, but none of the ILECs adhere to these guidelines

---

<sup>6</sup> The decision regarding use of the POTS provisioning flow is reflected in items 8 and 9 of the Decision Point List, attached as an exhibit to the Joint Report (See Exhibit RA-Reb-01, pages 66-76), and on pages 4 and 7 of the OSS Report (See Exhibit RA-Reb-01, pages 12-20), both of which were filed by the Joint Team (which included Covad) with the Minnesota Commission on November 22, 1999.

<sup>7</sup> This is noted in the minutes of the OSS sub-group of the Joint Team, also filed as an exhibit to the Joint Team report. Action Items were identified in which members of the Joint Team were to present the line sharing design results to the Ordering and Billing Forum ("OBF") as a proposal for line sharing standards. (See Exhibit RA-Reb-01, pages 35-62).

1 100%, and such adherence is not expected or required. All of the ILECs, including  
2 Qwest, provide documentation to CLECs that indicate where their systems differ from  
3 industry guidelines.

4 Second, as I noted above, the Joint Team that developed line sharing at Qwest, and of  
5 which Covad was an active member, understood that the system design developed at  
6 Qwest was the first, and that it might not match the guidelines that were to be developed  
7 later by the industry. In fact the Local Service Ordering Guidelines ("LSOG") for line  
8 sharing were not published until November of 2001, nearly two years after Qwest  
9 implemented line sharing.

10 **Q. WHAT IS THE PURPOSE OF THE CIRCUIT ID FIELD?**

11 A. The circuit ID field is used for the identification of unbundled loops, and was originally  
12 created for use with designed services such as private lines and trunks. The use of the  
13 circuit ID was recommended by the Ordering and Billing Forum ("OBF") for the  
14 identification of unbundled loops.<sup>8</sup> With the exception of designed services like  
15 unbundled loops and private lines which are identified by circuit IDs, Qwest identifies all  
16 customer lines by their telephone number ("TN"), and Qwest's back office systems were  
17 designed on that basis. In fact, Qwest still uses TNs to identify customers in its back  
18 office systems for non-designed services. The inventory of unbundled loops, private

---

<sup>8</sup> The OBF is a committee of The Alliance for Telecommunications Industry Solutions ("ATIS"). ATIS creates guidelines to assist in the standardization of communications and business operations between carriers. These guidelines serve as a common starting point for carriers, but 100% compliance is not expected. While all carriers have differences from these guidelines, these guidelines create a standard method for communicating those differences.

1 lines and similar designed services is maintained in the Trunk Inventory Record Keeping  
2 System ("TIRKS"). A comparison of the design and non-design provisioning systems  
3 flow attached as Exhibit RA-Reb-02 demonstrates that the TIRKS system, in which the  
4 circuit ID field resides, is only used for the provisioning of products through the design  
5 systems flow. Thus, because line sharing was provisioned out of the non-design  
6 provisioning systems flow the circuit ID information which Covad now seeks is not  
7 available for inclusion on its line sharing bills.

8 **Q. WHAT IS THE SIGNIFICANCE OF THE JOINT TEAM'S DECISION TO USE**  
9 **THE NON-DESIGN PROVISIONING SYSTEMS FLOW FOR LINE SHARING**  
10 **AT QWEST?**

11 A. The choice of the non-design provisioning systems flow dictated that the circuit ID field  
12 would not be available for use in pre-ordering, ordering, provisioning, billing or  
13 maintenance and repair of line sharing at Qwest, because the circuit ID is not part of the  
14 non-design provisioning systems flow. Keep in mind that when the Joint Team created  
15 the parameters for line sharing at Qwest, there was no industry standard for the  
16 identification of shared loops. Qwest was the first ILEC to implement a line sharing  
17 product. The Joint Team, in choosing the non-design provisioning systems flow  
18 determined that the circuit ID field would not be available for use in pre-ordering,  
19 ordering, provisioning, billing or maintenance and repair of line sharing at Qwest.

1 **Q. YOU STATED ABOVE THAT SHARED LOOPS ARE IDENTIFIED USING A**  
2 **TN INSTEAD OF A CIRCUIT ID. IS THE TN USED TO IDENTIFY A SHARED**  
3 **LOOP THE SAME AS THE VOICE TN ON WHICH THE DATA SERVICE**  
4 **RESIDES?**

5 A. No. Qwest must be able to distinguish a shared loop, which is a data service sold to a  
6 CLEC, from the Qwest retail voice service that the data service is attached to. So the  
7 shared loop is assigned its own unique TN. This identifying TN is referred to by Qwest  
8 as the sub-account number. Every shared loop purchased by a CLEC has this unique sub-  
9 account number, and this sub-account number is provided to the CLEC at the time the  
10 service is ordered. Every CLEC also has at least one account number. This is known as  
11 the Billing Account Number ("BAN"). So Qwest bills a CLEC on the basis of its BANs  
12 and the line items for the products and services ordered under these BANs are identified  
13 by their sub-account numbers.

14 **Q. MS. BALVIN NOTES ON PAGE 9 OF HER DIRECT TESTIMONY THAT**  
15 **QWEST USES THE CIRCUIT ID FOR ALL OTHER CIRCUIT ID BASED**  
16 **PRODUCTS, BUT QWEST NEGLECTS TO DO SO FOR LINE SHARING. IS**  
17 **THIS A FAIR ASSESMENT OF QWEST'S USE OF THE CIRCUIT ID?**

18 A. No. This is not a matter of neglect. As I noted above, line sharing is provisioned using  
19 the non-design (or POTS) systems flow. The non-design flow uses a TN to identify  
20 shared loops. The circuit ID is only available via the design provisioning systems flow.  
21 Therefore the circuit ID is not available via Qwest's back office systems for line sharing.  
22 This means, then, that the circuit ID is not available to line sharing for pre-ordering,

1 ordering, provisioning, maintenance and repair, and, most pertinent to Ms. Balvin's  
2 argument, the circuit ID is not available for line sharing billing. This information was  
3 provided to Covad during the development of the line sharing process defined by the  
4 Joint Team, of which Covad was a member.<sup>9</sup>

5 **Q. IS MS. BALVIN'S DISCUSSION ON PAGES 8-9 OF HER DIRECT**  
6 **TESTIMONY, CONCERNING THE USE OF THE CIRCUIT ID ON THE FOC**  
7 **ACCURATE?**

8 A. Yes, but her discussion is not complete, and she leaves out some important facts. An  
9 FOC ("Firm Order Confirmation") is not a bill but rather a message transmitted to a  
10 CLEC following the submission of a Local Service Request ("LSR"). After the  
11 necessary service orders have been created for a CLEC LSR in Qwest's back office  
12 systems, an FOC (indicating that the LSR has been received, service orders have been  
13 generated, and a due date has been assigned) is returned to the CLEC. The use of the  
14 circuit ID on a shared loop FOC is an informational feature added to the FOC for the  
15 benefit of CLECs. FOCs are returned to CLECs in response to LSRs for all products  
16 ordered via IMA, including unbundled loops and shared loops. Qwest has made the FOC  
17 uniform in appearance no matter what product is ordered. The field in the Circuit Detail  
18 Section of the FOC that Ms. Balvin refers to in her testimony is part of that uniform

---

<sup>9</sup> See Exhibit RA-Reb-03, minutes of an implementation meeting at which Covad was present, dated 1-21-00, item 7 on page 9,

12/17/99

CRIS will establish a separate CLEC summary bill for Line Sharing lines. The format will look the same as current bills for UBL. The CLEC will be provided a Miscellaneous account # for each line on the FOC. CLEC must keep track of Misc# to compare on bill.

1 appearance. ECCKT is another name for the circuit ID. The ECCKT field was created in  
2 order to display the circuit ID of an unbundled loop. When the shared loop product was  
3 developed, Qwest created a form of pseudo-circuit ID to display in the FOC for a shared  
4 loop. On an FOC for shared loop, this value does not contain a true circuit ID. Instead it  
5 is a combination of a state code, a service code, and the voice service TN. When used for  
6 shared loops, the pseudo-circuit ID value is not passed on to Qwest's back office systems  
7 for ordering, provisioning, maintenance and repair, and billing, therefore, this pseudo-  
8 circuit ID is not available for placement on Qwest's bills.<sup>10</sup>

9 **Q. WHAT IS THE SIGNIFICANCE OF AN FOC FOR PURPOSES OF BILLING?**

10 A. The FOC gives the CLEC everything necessary not only to track the product ordered, but  
11 also to validate subsequent bills from Qwest for that product. The FOC contains several  
12 sections of data:

- 13 • Administration Section
- 14 • Order Information Section (multiple)
- 15 • Circuit Information Section

16 Included in the Administration Section, is the Purchase Order Number ("PON"), which is  
17 a CLEC generated value that identifies an order in the CLECs own systems. The PON is  
18 provided on the FOC, and on the first bill for service, which includes non-recurring

---

<sup>10</sup> It is difficult to follow this discussion without visuals, so I created confidential exhibit RA-REB-04 using an FOC transmitted following a Covad Line Sharing Order to use as a visual reference to this discussion. This FOC we referenced by Covad in testimony submitted in other states on this issue.

1 charges associated with the installation of that service. This section also contains the end  
2 user TN, labeled AN (“account number”) on the form. Finally the administrative section  
3 includes the summary bill account to which this service will be billed.

4 For a shared loop there are two order information sections. The first contains the  
5 information necessary to add line sharing to the end user’s account. The end-user’s  
6 complete account number is displayed here.<sup>11</sup> The second order information section  
7 contains the information necessary to establish billing for this shared loop. This section  
8 includes the new sub-account number for the shared loop, which is the number that  
9 appears on subsequent bills for shared loop service.<sup>12</sup>

10 **Q. IN HER DISCUSSION OF COVAD’S NEED FOR A CIRCUIT ID, MS. BALVIN**  
11 **QUESTIONS THE UTILITY OF WHAT SHE CALLS THE BTN. BASED ON**  
12 **YOUR UNDERSTANDING OF MS. BALVIN’S TESTIMONY, DOES QWEST**  
13 **PROVIDE THE INFORMATION THAT COVAD NEEDS?**

14 **A.** Yes. Ms. Balvin states on page 10 of her direct that what Covad gets from Qwest is the  
15 customer’s BTN, and that is not the number associated with the circuit. Her statement is  
16 not correct. The field she calls the BTN is actually the sub-account that I described  
17 above. The sub-account is used throughout Qwest’s systems to identify the line shared

---

<sup>11</sup> An end-user account number is the combination of the ten-digit TN plus a three-digit customer code.

<sup>12</sup> Confidential Exhibit RA-Reb-04 contains an example of a complete FOC for a Covad Line Sharing Order, submitted via LSR 10803937. The sub-account number is circled. Confidential Exhibit RA-Reb-05 is an excerpt of a bill to Covad with the line items for this same sub-account circled. As is apparent from a review of these two confidential exhibits, the sub-account provided by Qwest on the FOC is also the displayed in column #1 on the monthly recurring bills provided by Qwest to Covad. This billing design was established as a result of the Joint Team’s determination that Line Sharing would be pre-ordered, ordered, maintained, repaired, and billed as a non-design product.

1 loop, and as I discussed above, this number is provided to Covad in the FOC. It appears  
2 from Ms. Balvin's testimony that what she may prefer is the end user telephone number  
3 assigned to the Qwest retail voice service that Covad's shared loop is being linked to.<sup>13</sup>  
4 As I discussed above, the end user telephone number is contained in multiple sections of  
5 the FOC that is transmitted to Covad following submission of Covad's LSR for line  
6 sharing. It is via the FOC that Covad may link the end user TN to the sub-account that is  
7 used to bill Covad for the shared loop. So what Ms. Balvin refers to as the BTN is  
8 actually the sub-account that Qwest has assigned to the line sharing service and to which  
9 Qwest bills Covad for that service.

10 There is also no basis for Ms. Balvin's concern regarding whether or not the sub-account  
11 represents the "actual circuit provisioned." First, that is a misleading statement, because  
12 line sharing is not a provisioned circuit in the same way that an unbundled loop is.  
13 Rather, line sharing is a feature, with some central office provisioning, that is added to an  
14 existing circuit. In any case, the sub-account number that Qwest assigns to a shared loop  
15 is validated, stored in Qwest's back office systems, and used by Qwest to bill for the  
16 service. It is most certainly an accurate representative value for the shared loop.

---

<sup>13</sup> I cannot be certain of Covad's preference, because on page 9 Ms. Balvin states that Covad can use what she calls the "non-standard TN circuit Id," but on page 10 she says what she then calls the BTN "may or may not be the actual circuit id provisioned."

1 **Q. SO WHY CAN'T QWEST BILL COVAD FOR LINE SHARING USING THE**  
2 **END-USER TN INSTEAD OF THE SUB-ACCOUNT NUMBER?**

3 A. The end-user TN is assigned to the Qwest retail voice service. Qwest does not bill the  
4 end-user for line sharing. Qwest bills Covad. In order to properly bill for line sharing, it  
5 was necessary for Qwest to create a unique number (the sub-account number) that could  
6 then be billed to Covad's BAN instead of the end-user's TN.

7 **Q. ARE OTHER SHARED PRODUCTS IMPACTED BY THE USE OF THE NON-**  
8 **DESIGN SYSTEMS FLOW FOR PRE-ORDERING, ORDERING,**  
9 **PROVISIONING, BILLING AND MAINTENANCE AND REPAIR?**

10 A. Line splitting also uses the non-design systems flow. This is because it combines data  
11 service with UNE-P, and UNE-P is provisioned using the non-design systems flow.

12 **Q. IS LOOP SPLITTING A NON-DESIGN PRODUCT?**

13 A. No. Loop splitting combines data service with an unbundled loop. Because unbundled  
14 loops use the design systems flow, loop splitting does as well. As a result, loop splitting  
15 bills contain a true circuit ID, as this data is available on the unbundled loop to which the  
16 data service is attached.

1 **Q. MS. BALVIN CLAIMS ON PAGE 10 OF HER DIRECT TESTIMONY THAT**  
2 **“COVAD IS SUBJECTED TO MANUALLY INTENSIVE REVIEW**  
3 **PROCEDURES TO SIMPLY VALIDATE THE INFORMATION PROVIDED**  
4 **FOR BY QWEST.” IS THIS COVAD’S ONLY OPTION?**

5 A. No. FOCs, Customer Service Records (“CSRs”) and Covad’s bills are all available  
6 electronically. There is no reason that Covad should be forced to manually validate its  
7 bills when all the data Covad requires for validation is available in electronic form.

8 **Q. ARE YOU SUGGESTING THAT COVAD COULD ELECTRONICALLY**  
9 **VALIDATE ITS BILLS WITH THE INFORMATION ALREADY PROVIDED**  
10 **ON THE BILLS COVAD RECEIVES FROM QWEST?**

11 A. Yes. There are a number of ways that Covad could use the information it already  
12 receives. As a former computer programmer, I can think of several ways that Covad  
13 could use the information that it already receives in order to validate its bills  
14 electronically. A primary purpose of the FOC is to give CLECs all the information  
15 needed to validate bills. Ms. Balvin indicates that the circuit ID that she sees on the FOC  
16 is important to bill validation since it “accurately reflects the line in question.” In other  
17 words, it is a unique identifier. The sub-account number provided by Qwest is also a  
18 unique identifier, and it is the unique identifier that Qwest uses for all subsequent

1 activities related to each shared loop account.<sup>14</sup> Covad can include a function in its  
2 ordering systems to electronically retrieve the sub-account number provided by Qwest on  
3 the FOC and relate that number to the end-user TN also available on the FOC, and  
4 presumably available in COVAD's own ordering systems. Covad could add the sub-  
5 account field to its customer record, or store it separately in a table that could then be  
6 used as a part of the bill validation process. Covad could also relate that sub-account  
7 number to its PON, which Covad provides when it requests the service. Again, that PON  
8 is provided to Covad along with the sub-account number on both the FOC and the first  
9 bill. There are a variety of programming solutions that could easily be used to allow for  
10 electronic bill validation using the sub-account number provided by Qwest. In fact,  
11 Qwest believes other CLECs have created such processes to allow them to validate their  
12 bills electronically. Remember that the decision to use the non-design provisioning  
13 systems flow for line sharing, with its lack of circuit ID, was jointly made with the  
14 CLECs. It is surprising that Covad did not program its systems to do these sorts of  
15 electronic bill validation processes years ago, as it was the first CLEC to order line  
16 sharing from Qwest, and Covad played such an integral role in the implementation of line  
17 sharing at Qwest.

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<sup>14</sup> Information regarding the use of the sub-account is well documented on Qwest's Customer Record Information System ("CRIS") Billing PCAT located on the wholesale website at <http://www.qwest.com/wholesale/clecs/cris.html>. This documentation notes that in the central region the CLEC is required to convert the first digit of the NPA portion of the sub-account from a character to a number. A simple table found on this web page illustrates how this conversion is accomplished. A copy of this web page is attached as Exhibit RA-Reb-06.

1 **Q. DOES MS. BALVIN'S CLAIM THAT COVAD "WOULD HAVE TO BUILD A**  
2 **UNIQUE SYSTEM TO VALIDATE QWEST'S BILLS" MAKE SENSE TO YOU**  
3 **AS A PROGRAMMER?**

4 A. No, it does not. Ms. Balvin has indicated that Covad has a billing system that currently  
5 makes use of the FOC provided by Qwest to extract information required for validation  
6 of billing. It should be possible for Covad to make changes to its existing system to use a  
7 different part of the same FOC for Qwest's bills. It should not be necessary to build a  
8 separate unique system to accommodate Qwest's bills.

9 **Q. MS. BALVIN CLAIMS ON PAGE 11 OF HER DIRECT TESTIMONY THAT**  
10 **COVAD'S EFFORTS TO VALIDATE ITS BILLS ARE COMPLICATED BY THE**  
11 **FACT THAT QWEST DOES NOT HOUSE DOCUMENTED BUSINESS RULES**  
12 **EXPLAINING THE BILLING PROCESS. IS HER CLAIM ACCURATE?**

13 A. No, not at all. Ms. Balvin's statement does not make sense. How could any CLEC  
14 validate any bills if Qwest did not provide documentation of its business rules? Qwest  
15 would certainly not have passed the third party test of its billing systems, nor would  
16 Qwest have satisfied the requirements of the state and federal 271 reviews of its billing  
17 operations without sufficient and accessible documentation of Qwest's billing business  
18 rules. For example, Exhibit RA-Reb-06 is the documentation for the CRIS billing  
19 system, which describes the use of the sub-account number in significant detail. This  
20 exhibit was extracted from the public Qwest wholesale website on which most Qwest  
21 documentation resides. I don't know what basis Ms. Balvin has for making a statement  
22 that Qwest does not house its billing business rules.

1 **Q. MS. BALVIN SUGGESTS THAT QWEST SHOULD BE REQUIRED TO MAKE**  
2 **SYSTEMS CHANGES TO CONFORM TO INDUSTRY GUIDELINES, IN**  
3 **OTHER WORDS, COVAD SHOULD NOT HAVE TO MAKE SYSTEM**  
4 **CHANGES. IS THAT A VALID EXPECTATION?**

5 A. No. First, let me restate that Qwest was the first ILEC to establish line sharing, and  
6 Covad was a key participant in the design of the process that Qwest implemented in  
7 1999. Qwest has been providing line sharing bills without the circuit ID for quite some  
8 time now. This begs the question as to why it has taken so long for Covad to determine  
9 that it is not capable of electronically validating the line sharing bills it receives from  
10 Qwest.

11 Second, Ms. Balvin's discussion, specifically her statement that Covad would have to  
12 build a separate system for Qwest bills, implies that the changes Covad would have to  
13 make to use the data already provided by Qwest would somehow be more difficult for  
14 Covad than for Qwest. I do not agree. Based on my experience as a programmer, and  
15 my general understanding of the business activities of our companies, I believe that it  
16 would be simpler, and likely less costly for Covad to make adjustments to its own billing  
17 systems, which are likely much newer and less complex, than it would be for Qwest to  
18 change its billing systems. That is not to say that Qwest's billing software is inefficient  
19 or ineffective. Quite the contrary. Qwest's billing software handles enormous volumes  
20 of data, producing bills for a wide variety of retail and wholesale products to a wide  
21 variety of retail and wholesale customers. Therein is the issue. Qwest's back office  
22 billing systems are incredibly complex. They receive data from a variety of systems, and

1 transmit data to a variety of systems. They produce bills not just for CLECs but for all of  
2 Qwest's customers, including end-user customers, and other wholesale customers. Any  
3 programming change made to a Qwest back office system must be evaluated for its  
4 potential to impact more than just one kind of bill, and must be thoroughly tested to  
5 ensure that no unintended impacts result from the change.

6 Third, and most critical, a change to the format of the line sharing bill is likely to impact  
7 other CLECs. If Qwest adds information in the column of the bill where Covad expects  
8 to find a Circuit ID, that new data will be transmitted to all CLECs. It is very possible  
9 other CLECs will have to make changes to their billing validation programs to account  
10 for the new data that would then be encountered on their bills.

11 Finally, it would not be realistic to suggest that Qwest could make such a software  
12 change just for Covad's bills. The cost to Qwest to program and administer unique bills  
13 for every CLEC would be astronomical. Qwest cannot be expected to create separate  
14 methods and operating procedures for every CLEC that it does business with.

1 THE CHANGE MANAGEMENT PROCESS

2 **Q. MS. BALVIN CLAIMS THAT COVAD SHOULD BE GIVEN MORE TIME TO**  
3 **PAY ITS BILLS IN PART BECAUSE OF DIFFICULTIES COVAD HAS**  
4 **EXPERIENCED WITH THE CMP PROCESS AT QWEST. PLEASE**  
5 **COMMENT GENERALLY.**

6 A. Ms. Balvin's statements regarding the Change Management Process ("CMP") are  
7 inaccurate. I will demonstrate that Qwest has been and continues to be very responsive to  
8 CLEC needs via the CMP, that Qwest does accept change requests for billing, and that  
9 denials of CRs are reasonable and justified. More importantly, none of the assertions  
10 made by Ms. Balvin with regard to the CMP provide support for her assertion that Covad  
11 needs more time to pay its bills.

12 **Q. MS. BALVIN'S DISCUSSION OF QWEST'S DENIAL OF COVAD'S RECENT**  
13 **CIRCUIT ID CR SUGGESTS THAT A DENIAL FOR COST IS NOT**  
14 **REASONABLE. IS THAT A VALID CRITICISM?<sup>15</sup>**

15 A. No. It is reasonable for Qwest to determine that a change request should be denied, and  
16 the CMP Document that Ms. Balvin included as an exhibit to her testimony provides for  
17 such denials:

18 OSS Interface Change Request may be denied for one or more of the  
19 following reasons:

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<sup>15</sup> See Exhibit RA-Reb-07 SCR100104-01.

- 1 • Technologically not feasible – a technical solution is not available
- 2 • Regulatory ruling/Legal implications – regulatory or legal reasons
- 3 prohibit the change as requested, or if the request benefits some CLECs
- 4 and negatively impact others (parity among CLECs) (Contrary to ICA
- 5 provisions)
- 6 • Outside the Scope of the Change Management Process – the request is not
- 7 within the scope of the Change Management Process (as defined in this
- 8 CMP), seeks adherence to existing procedures, or requests for information
- 9 • Economically not feasible – low demand, cost prohibitive to implement
- 10 the request, or both
- 11 • The requested change does not result in a reasonably demonstrable
- 12 business benefit (to Qwest or the requesting CLEC) or customer service
- 13 improvement
- 14

15 Qwest will not deny a CR solely on the basis that the CR involves a change to  
16 back-end systems. Qwest will apply these same concepts to CRs that Qwest  
17 originates. The Special Change Request Process (SCRCP) (Section 10.4) may  
18 be invoked if a CR was denied as economically not feasible.<sup>16</sup>

19 The CMP Document also provides alternatives for CLECs whose CRs have been denied.

20 As noted above, one option permits the CLEC to invoke the SCRCP which allows the  
21 CLEC to fund the work to be done by Qwest.<sup>17</sup>

22 In addition, the CMP document provides two dispute resolution options. A CLEC may  
23 escalate a denied CR to the CMP Oversight Committee.<sup>18</sup> As noted above, Covad has  
24 made use of this escalation process in the past. And finally, a CLEC may seek dispute  
25 resolution via arbitration or an action before a state regulatory commission.<sup>19</sup> Were  
26 Covad to prevail in such an action the result would be a regulatory CR.

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<sup>16</sup> See Covad Exhibit EB-2 at page 28.

<sup>17</sup> See Covad Exhibit EB-2b Section 10.4 beginning on page 79.

<sup>18</sup> See Covad Exhibit EB-2b Section 14.0 beginning on page 97.

<sup>19</sup> See Covad Exhibit EB-2b Section 15.0 beginning on page 99.

1 Notably, Covad has not escalated this CR to the CMP Oversight Committee, nor has  
2 Covad sought dispute resolution with regard to this CR, per the provisions of the CMP  
3 document as I described above. In essence, Covad has not exhausted all of its remedies  
4 available via the CMP with regard to CR SCR100104. It is inappropriate for Ms. Balvin  
5 to now introduce this issue in its arbitration with Qwest.

6 **Q. MS. BALVIN CLAIMS ON PAGE 13 OF HER DIRECT TESTIMONY THAT**  
7 **QWEST'S DENIAL OF CR SCR100104 IS TOO VAGUE. DO YOU AGREE?**

8 A. No and neither does Qwest. Ms. Balvin fails to state in her testimony that Qwest agreed,  
9 via the CMP, to provide more detail regarding the programming tasks that made Covad's  
10 request so expensive. Ms. Balvin implies that Qwest is somehow trying to hide  
11 information. That is certainly not the case. It is apparent that Covad did not understand  
12 the complexity and impact of the request being made through this CR, and Qwest agreed  
13 to add to the explanation of the complexity, and therefore the high cost, of Covad's  
14 request. Qwest's revised response to Covad, delivered on January 10, 2005 stated:

15 Below is a high level itemization of the LOE for this request. The complexity and  
16 cost for this request spans multiple systems from ordering through billing. The  
17 Shared Loop circuit id is not currently housed in the ordering or billing systems,  
18 thus several systems would require changes in order to create a field for the circuit  
19 id, recognize, retain and pass the circuit id information through to the bill output.

20 In addition to the changes to implement this new functionality, the existing  
21 accounts would have to be converted to support the enhancements to the circuit  
22 ID. This conversion would require extracting the circuit id from a free flow text to  
23 populate the newly created shared loop circuit id field. Additional modifications  
24 would have to be made to address the issue that in order for the new circuit id to  
25 appear on the CRIS billing account, both the end user and the Line Share billing  
26 Customer Service Records will need to be involved.

1 Process changes for this request would include changes to the media procedures,  
2 changes to PCAT documentation, and re-training of Center personnel for bill  
3 validation via the electronic media.

4 Consequently, Qwest is respectfully denying your request for SCR100104-01, due  
5 to economic infeasibility.<sup>20</sup>

6  
7 **Q. IS MS. BALVIN'S DISCUSSION OF REGULATORY CRS ON PAGE 14-15 OF**  
8 **HER TESTIMONY RELEVANT TO THE ISSUE OF PAYMENT TIME**  
9 **PERIODS?**

10 A. No. An argument regarding whether or not a regulatory CR undermines the CMP has no  
11 bearing on whether or not Covad should be given more time to pay what it owes to  
12 Qwest. Ms. Balvin's argument about regulatory CR's is also a new argument by Covad  
13 and is outside the scope of this arbitration. Her regulatory CR argument was not raised  
14 by Covad during the parties' negotiations over the terms and conditions to be included in  
15 the interconnection agreement at issue in this proceeding, nor was it raised by Covad in  
16 the initial pleading they filed in this docket. As a result, it is simply beyond the scope of  
17 this docket and is not a relevant consideration for the Commission in the context of this  
18 docket.

19 A discussion of regulatory CRs might potentially be relevant if this Commission were  
20 being asked to order Qwest to implement a CR, per the dispute resolution provisions of  
21 the CMP. However, that is not the case here. Instead, Covad is requesting that language  
22 be included in its interconnection agreement with Qwest that would give Covad an

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<sup>20</sup> See Exhibit RA-Reb-07.

1 additional fifteen days to pay its bills. Covad has not availed itself of the dispute  
2 resolution process in the CMP for any CR that I am aware of, and Covad has not brought  
3 such a CMP dispute to this Commission for resolution.

4 **DEAVERAGED RATE ZONES**

5 **Q. MS. BALVIN CLAIMS ON PAGE 15 OF HER DIRECT TESTIMONY THAT**  
6 **THE USE OF A SINGLE USOC FOR PRODUCTS THAT HAVE MULTIPLE**  
7 **RATES IS A DEFICIENCY IN QWEST'S BILLING SYSTEM. DO YOU**  
8 **AGREE?**

9 A. No. Though not explicit in her testimony, I believe Ms. Balvin was speaking of the fact  
10 that some products have rates that have been deaveraged.<sup>21</sup> In this circumstance, Ms.  
11 Balvin is correct that for some USOCs there can be multiple rates applied. Frankly,  
12 multiple rates exist for all USOCs, since each product can have a different rate in each  
13 state. When Qwest implemented deaveraging, Qwest created a field containing each  
14 customer's rate zone in the customer's address. This information is found in the field  
15 RATEZONE which is displayed when a CLEC performs an Address Validation Query  
16 ("AVQ"). CLECs use the Address Validation pre-ordering function to determine if a  
17 customer address provided to the CLEC matches the address in Qwest's OSS. It makes  
18 sense that CLECs perform the AVQ in order to ensure an accurate address on a

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<sup>21</sup> The FCC established in its pricing rules that "State commissions shall establish different rates for elements in at least three defined geographic areas within the state to reflect geographic cost differences." See 47 CFR 51.507(f).

1 subsequent order, as the address returned by the AVQ is the address used to validate the  
2 CLEC's order in Qwest's back office systems.

3 **Q. IF THE RATE ZONE IS CONTAINED IN THE AVQ CAN A CLEC USE THIS**  
4 **FIELD TO VALIDATE ITS BILLS?**

5 A. Yes. Again, as a former computer programmer, I can think of a number of ways to  
6 maintain the rate zone information and then use that information as a part of the bill  
7 validation process. It would make the most sense for Covad to capture the rate zone as a  
8 part of its ordering process. This value could then be stored with the customer's address,  
9 as it is stored at Qwest. It could also be saved in a reference table designed specifically  
10 for the bill validation process.

11 **Q. PLEASE DESCRIBE AN ELECTRONIC BILL VALIDATION PROCESS USING**  
12 **THE RATE ZONE RETRIEVED FROM THE AVQ.**

13 A. Covad could include a link between its billing system and either its customer information  
14 database, or a special table containing the Rate Zone as I described above. Simply  
15 combining that with a table containing the valid rates for each zone in each state, Covad  
16 could then electronically validate that the rate on the bill matches the rate it expects for  
17 each specific customer.

1 **Q. DOES QWEST PROVIDE ANY OTHER INFORMATION THAT COVAD**  
2 **COULD USE WITHIN A BILL VALIDATION PROCESS?**

3 A. Yes. Qwest's public website contains detailed information regarding deaveraging.<sup>22</sup>  
4 Included in this information are links to downloadable spreadsheets that identify the rate  
5 zones by wire center. Arizona and eleven other states in Qwest's territory, deaveraged  
6 rates by assigning wire centers to rate zones. The wire center assignments that have been  
7 ordered in each state are listed by each wire center. The wire centers are identified by a  
8 Common Language Location Identifier ("CLLI") Code.<sup>23</sup> Covad has the CLLI code  
9 information for the wire centers in which it collocates and would presumably keep track  
10 of which customers it serves out of these wire centers. Given all of this available  
11 information, Covad could easily validate bill rates using reference tables containing the  
12 rate zone assignments by wire center, and customers assigned in each wire center.

13 **Q. DOES THE USE OF A SINGLE USOC FOR PRODUCTS WITH DEAVERAGED**  
14 **RATES PREVENT COVAD FROM ELECTRONICALLY VALIDATING BILLS**  
15 **FOR THESE PRODUCTS?**

16 A. No. In fact, the use of a single USOC, rather than multiple USOCs, decreases the  
17 complexity of the validation process. Again, since deaveraging has been in use for some  
18 time, it is surprising that Covad has yet to establish an automated process to validate  
19 deaveraged rates.

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<sup>22</sup> See Exhibit RA-Reb-08 Geographic Deaveraging General Information and Exhibit RA-Reb-09 MSA & Geographic Zone Data.

<sup>23</sup> See Exhibit RA-Reb-10 Arizona Wire Center Rate Zone Assignments.



BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE PETITION OF )  
DIECA COMMUNICATIONS, INC. dba )  
COVAD COMMUNICATIONS COMPANY )  
FOR ARBITRATION OF AN )  
INTERCONNECTION AGREEMENT WITH )  
QWEST CORPORATION. )

DOCKET NO. T-03632A-04-0425  
T-01051B-04-0425

STATE OF COLORADO  
COUNTY OF DENVER

AFFIDAVIT OF  
RENÉE ALBERSHEIM

: SS

Renée Albersheim, of lawful age being first duly sworn, depose and states:

My name is Renée Albersheim. I am a Staff Witnessing Representative for Qwest Corporation in Denver, Colorado. I have caused to be filed written rebuttal testimony in Docket No. T-03632A-04-0425/T-01051B-04-0425.

1. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

*Renée Albersheim*

Renée Albersheim

SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of January, 2005

*Jan M. Townes*

Notary Public

My Commission Expires: 4-13-2006

**DOCUMENTS FILED WITH MINNESOTA  
PUBLIC UTILITIES COMMISSION BY JOINT  
TEAM (INCLUDING QWEST AND COVAD) ON  
NOVEMBER 22, 1999**

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Edward A. Garvey	Chair
Joel Jacobs	Commissioner
Marshall Johnson	Commissioner
LeRoy Koppendrayner	Commissioner
Gregory Scott	Commissioner

In the Matter of a Commission Initiated )  
Investigation Into the Practices of Incumbent ) Docket No. P-999/CI-99-678  
Local Exchange Companies Regarding )  
Shared Line Access )

**JOINT REPORT TO THE COMMISSION**

This report to the Commission was prepared cooperatively and is submitted by  
U S WEST Communications, Covad Communications Company, Rhythms Links Inc. (formerly  
ACI), NorthPoint Communications Inc., Onvoy, and Sprint Communications Company L.P.  
New Edge Network, Inc., and JATO Communications Corporation took part in the

**I. THE BACKGROUND FOR THIS REPORT**

On October 8, 1999, the Commission issued an Order Requiring Technical Trials, Good  
Faith Resolution of Operational Issues, and A Resulting Report regarding line sharing. In the  
Order, the Commission directed USWC and any interested data CLECs to conduct a technical  
trial of the CLECs' equipment to determine whether the CLECs' equipment interferes with  
USWC's voice grade network. In addition, the Commission ordered USWC and any interested  
CLECs to work together to develop proposed terms and conditions under which USWC would  
provide line sharing to data CLECs. The Commission indicated that these "terms and  
conditions" discussions should address the following operational issues: (i) responsibility for  
central office equipment, (ii) loop testing and repair arrangements, and (iii) notification of

customers and the LEC sharing the line as necessary to enhance service efficiency and effectiveness.

On October 18, 1999, the Commission issued a Notice of (i) Report Deadline and Content, (ii) Commission Meeting, and (iii) Proposed Agenda. With respect to the technical trial, the Commission indicated that the report should contain (i) a description of the research method employed, (ii) an executive summary of the results, (iii) all supporting documentation, and (iv) a joint statement from the companies' technical staffs conducting the trials, clearly indicating the issues where the technical staffs agree and where they disagree. With respect to the discussion of non-technical terms and conditions, the Commission indicated that the report should include a joint statement as to which issues have been resolved and which issues remain unresolved.

## **II. HOW THE PARTIES APPROACHED THEIR TASK**

U S WEST and the CLECs divided themselves into three teams to address the Commission's order. The Technical Testing Team designed and conducted the lab and field tests of the CLECs' equipment. The Operational Impacts Team worked together to identify and solve operational questions raised by line sharing. The Administrative Team performed an oversight function and addressed policy and business issues.

## **III. THE FORMAT OF THIS REPORT**

This report includes four major components:

- **The Team Reports.** Each team prepared a report of its work for the Commission. Each report generally describes the work performed by the team, provides an executive summary of the agreements and/or conclusions reached by the team (if any), and describes any exhibits attached to the report.

- **The Exhibits.** The Technical Testing Team and the Operational Impacts Team selected and prepared a group of exhibits that set out the detail of the work they performed. The exhibits are attached to the reports from the respective teams.
- **The Decision Point List.** The Administrative Team prepared a Decision Point List (“DPL”) identifying critical line sharing issues for the Commission. The DPL states whether U S WEST and the CLECs agreed on the resolution of the issue and, if so, states the joint resolution reached by the parties. If an issue remained unresolved or disputed at the end of the parties’ discussions, the DPL sets out both U S WEST’s position and the CLECs’ position on that issue.
- **The Terms and Conditions for Line Sharing.** If the Commission orders line sharing, these are the terms and conditions on which the parties reached agreement. Because some unresolved and/or disputed issues remain, additional terms and conditions may be necessary to make line sharing operational in Minnesota. At the end of the Terms and Conditions for Line Sharing, the parties identified the unresolved or disputed issues that must be resolved for line sharing to be implemented.

#### **IV. CONCLUSIONS REACHED**

The parties reached the following conclusions regarding line sharing based on the technical trials and the operational discussions:

- The performance of all of the tested CLEC line sharing equipment fell within acceptable parameters of the standards referenced in the technical test report.
- U S WEST can modify its systems to support line sharing.

- U S WEST and the CLECs can work cooperatively to address repair and maintenance issues.
- The CLECs will have the option to purchase the central office splitters or to have U S WEST act as the CLEC agent and purchase the splitters. The splitter will be leased to U S WEST for \$0. U S WEST will install, control, maintain and repair the central office splitters. The CLECs may re-negotiate this point with U S WEST in the future.
- U S WEST and the CLECs must work closely together to help set customer expectations and to educate customers regarding line sharing.

**V. MAJOR UNRESOLVED AND/OR DISPUTED ISSUES**

The parties identified the following unresolved and/or disputed issues related to line sharing:

- U S WEST believes further testing is required before any decision should be made regarding widespread deployment of line sharing. The CLECs believe that all technical and operational issues have been resolved to the point that the Commission should order immediate implementation of line sharing.
- The parties have not agreed to the cost elements that should be considered in setting prices for line sharing. Neither have the parties agreed on final pricing for any such element. If the Commission orders line sharing, the parties have not agreed to a schedule for making central offices capable of supporting line sharing.
- If the Commission orders line sharing, the parties have not agreed to a schedule delineating when U S WEST will begin taking and provisioning orders for shared lines.

## **VI. RECOMMENDATION FOR HOW TO PROCEED**

The parties have different recommendations for how to proceed.

The CLECs believe that the Commission should order U S WEST to begin line sharing on the Terms and Conditions included with this report and the following additional terms:

- (1) U S WEST must begin preparing all central offices in which data CLECs are currently collocated for splitter placement.
- (2) U S WEST must have all such central offices service ready for line sharing (i.e. all necessary equipment installed and connected) by January 31, 2000.
- (3) U S WEST must begin accepting orders for shared lines on January 31, 2000.
- (4) U S WEST must begin provisioning shared lines on January 31, 2000.
- (5) The recurring and non-recurring charges for a shared line should be no more than U S WEST currently includes for itself in its cost studies supporting the Megabit tariff.
- (6) CLECs should not incur any collocation charges caused by U S WEST's desire to maintain control of the POTS splitter.

U S WEST believes that the technical test was too limited in scope to support a determination that wide spread deployment of line sharing is possible at this time. For example, the technical test was limited in terms of the number/diversity of loops tested and binder group impact. More importantly, the technical test did not address the impact of line sharing on U S WEST's voice service from a customer perspective or the capacity/capabilities of U S WEST's existing pre-order, order, provisioning, maintenance, and billing systems to handle line sharing. For this reason, U S WEST believes that a line sharing trial should be conducted in one or more central offices under "real world" conditions to ensure that all technical and operational issues

associated with line sharing deployment have been identified and all possible solutions to those issues have been fully evaluated. The trial also could be used to assess customer perception of line sharing and to further address educational requirements to avoid customer confusion. U S WEST is willing to conduct such a trial with all interested CLECs to better enable the parties and the Commission to evaluate the feasibility of wide spread line sharing deployment. The Commission could determine what, if any, further steps are necessary at the conclusion of the trial.

## **ADMINISTRATIVE ISSUES AND ESCALATION FOR LINE SHARING IN MINNESOTA**

### **INTRODUCTION**

After the first few initial all-carrier meetings, the participants created an Administrative Issues Team. The Administrative Issues Team's charter was to:

- handle discrete issues that fell outside the scope of the Operational Impact Team, Technical Testing Team, and the sub-teams;
- act as an oversight group;
- be a forum for issue escalation from the other teams.

The Administrative Issues Team discussed pricing issues and the ownership of and processes surrounding CLEC splitters. The team also designed and organized the final report to the Commission. Additionally, the Administrative Issues Team received reports and issue escalation from the Operational Impact Team, Technical Testing Team and the Network Architecture sub-team.

The Administrative Issues Team met weekly, plus on an as needed basis. There were two general meetings on October 5 and 11 before the process was broken down into discrete groups. The Administrative Issues Team met on October 14, 21, 22, 27, November 3 and 10. All of the active carriers had participants on the Administrative Issues Team including Covad, JATO, New Edge, NorthPoint, Onvoy, Rhythms, Sprint, and U S WEST. MPUC staff also participated on the Administrative Issues Team conference calls.

## **ISSUES AND DISCUSSION OF ADMINISTRATIVE TEAM**

### **I. SPLITTER OWNERSHIP AND PROCESS**

The splitter handles both the voice and data traffic, and therefore its ownership and placement in the central office must be coordinated between both the voice and data carriers. For the purpose of initial implementation, there was general agreement that the CLECs would be responsible for purchasing the splitters but would also have the option of U S WEST purchasing the splitters for the CLEC. U S WEST would install the splitters in one of three possible locations in the central office and U S WEST would maintain responsibility for maintenance and repair of the splitters. CLECs will be allowed to upgrade the splitters at their discretion. The Administrative Issues Team referred more detailed issues, such as maintenance, repair, and test access to the Operational Impact Team, the Network Architecture and Repair and Maintenance sub-teams. Carriers agreed that the issue of splitter placement in the central office may be revisited after initial implementation to explore additional options and configurations.

The process for deploying splitters in U S WEST central offices was also a topic of discussion in the Administrative Issues Team. U S WEST and the CLECs have agreed to supplement the collocation processes for splitter deployment in central offices where CLECs are not currently collocated. In order to augment existing CLEC collocation arrangements to add splitters, CLECs and U S WEST have tentative agreement to work with U S WEST on a project basis to prioritize those central offices. CLECs and U S WEST have not agreed upon the collocation intervals or pricing issues associated with this process. U S WEST has an action item to further research collocation intervals.

Carriers agreed to the need for establishing forecasting procedures and processes for splitters, office configuration, etc.

## **II. PRICING**

The Commission Order, at page 5, states that “USWC and interested CLECs will address and resolve the pricing issue in the ‘terms and conditions’ discussions required by the Order.” This issue is addressed in the Decision Point List.

## **III. REPORT STRUCTURE**

The Administrative Issues Team was tasked with organizing and designing the format of the report. The carriers worked cooperatively and there was quick consensus around the format of the report.

## **IV. ESCALATIONS/REPORTS**

### 1. Lab and Field Trial

The Administrative Issues Team discussed the following issues as escalation from the Technical Testing Team:

- U S WEST proposed test plan and the applicability of ANSI standard T1E1.413, Annex E. The Technical Testing Team ultimately resolved this issue.
- The equipment configuration and number of end users for the field trial. The Technical Testing Team resolved these issues.

### 2. Network Architecture

The Network Architecture sub team agreed upon three possible configurations for splitter placement in the central office. To determine which configurations will be available in a particular central office, U S WEST must conduct a space review.

U S WEST agreed to research the possibility of inventorying central offices up front to give CLECs notice of the types of arrangements available. The specific network architecture agreed to between U S WEST and the CLECs is discussed more thoroughly in the Operational Impacts Report.

### 3. Operational Impact Team

The Administrative Issues Team discussed the following issues that came from the work of the Operational Impact Team:

- The Team agreed to limit Phase I of this process to issues regarding the addition of a CLEC DSL service to an existing U S WEST voice customer's loop;
- The Team agreed to limit Phase I implementation to end user loops that do not need conditioning;
- The team agreed that an end user's voice service will have to be briefly interrupted to provision CLEC DSL services, in the same manner that it is done for Megabit service today. The team also agreed to further investigate options to minimize this impact going forward;
- The Team agreed to using the standard unbundled loops provisioning interval- usually five days.

## **THE OPERATIONAL IMPACTS OF LINE SHARING IN MINNESOTA**

### **INTRODUCTION**

The line sharing Operational Impacts Team met to resolve operational and support systems issues related to line sharing. The group considered five general categories of OSS issues: (1) pre-ordering (e.g., pre-qualification of loops for ADSL compatibility); (2) ordering; (3) provisioning; (4) billing and (5) repair and maintenance. When necessary, the group relied on sub-groups to address specific issues.

The group based its work on a set of agreed-upon assumptions regarding how line sharing will work during its initial deployment. The group also agreed that OSS implementation should be divided into the following phases:

- Phase I implementation issues are those necessary to make basic line sharing work in the first instance.
- Phase II implementation issues are less important and therefore can wait to be resolved until after Phase I implementation is complete.
- Phase III implementation issues are those issues, such as how to change a customer from one DSL provider to another, that need to be resolved but are not critical to deployment.

This report is divided into five sections. The first section identifies what the group believed its charter to be based on the Commission's order in this docket. In Section II, the group describes how it operated and identifies its members. Section III sets out the specific issues that the group addressed. Section IV identifies the

assumptions the group made as the basis for addressing those issues. Section V is an executive summary of the areas where agreements were reached.

From time to time, this report will reference to the Decisions Point List that the parties submitted for the convenience of the Commission. There are five other exhibits to this report:

- Exhibit OSS-1 is a table identifying the individuals that participated in the Operational Impacts Team and each person's company affiliation and title.
- Exhibit OSS-2 is a "Gap Matrix" identifying potential gaps in the OSS required for line sharing and potential solutions to those gaps.
- Exhibit OSS-3 is a set of minutes from the group's meetings. These minutes record the ongoing discussions between U S WEST and the CLECs regarding operational issues surrounding line sharing. As such, they include many alternatives and ideas that were explored but may not represent the final conclusions of the team. This report, the Gap Matrix, the Terms and Conditions document and the Decision Point List reflect the team's final conclusions.
- Exhibit OSS-4 is the output from the subteam that designed the network architecture for the central office.
- Exhibit OSS-5 is a revised collocation application.

The Operational Impacts Team concluded that systems modifications can be made to support line sharing at U S WEST. The group and its sub-groups designed a basic process flow for handling line sharing operational issues. A network architecture sub-

group also agreed on a general plan for configuring CLEC and ILEC equipment in a central office to support line sharing.

## **I. COMMISSION REQUIREMENTS**

Ordering Paragraph 1 of the Commission's October 8, 1999 order in this docket requires USWC and interested CLECs to "work together collectively on a carrier-to-carrier basis to develop the terms and conditions under which USWC would provide line sharing to data CLECs in the event the Commission were to order it to do so." The order requires the parties to engage in this process in good faith.

## **II. GROUP COMPOSITION AND OPERATION**

Beginning on October 15, 1999, the line sharing Operational Impacts Team met every Friday at U S WEST headquarters in Denver from 9:00 a.m. to 1 p.m. Many U S WEST and CLEC individuals participated in part or in whole via telephone. At these meetings, the group developed the high level processes for line sharing and identified issues to be resolved related to those processes. The group assigned the task of resolving those issues to various individuals and/or sub-groups that worked on the issue during the week and reported back to the Operational Impacts Team at the following meeting.

By the end of the process, the team had created separate subteams to address three issues: (1) repair and maintenance flow; (2) the pre-qualification of loops for ADSL compatibility using U S WEST's pre-ordering system (IMA 4.2), design loop records ("DLRs") and/or the results of mechanized line tests; and (3) the technical configuration for deploying CLEC splitters in U S WEST central offices.

Exhibit OSS-1 to this report contains a table identifying the individuals that participated to some degree or another in the Operational Impacts Team meetings. The leader of the OSS team for U S WEST and for each CLEC is identified with an asterisk.

### **III. ISSUES ADDRESSED BY THE OPERATIONAL IMPACTS TEAM**

The Operational Impacts Team addressed the following general issues:

- (1) What pre-order information do the CLECs require for shared lines? Are functions meeting those requirements currently available? If not, what will be required to make such functions available?
- (2) What information will U S WEST require when a CLEC orders a shared line? Are functions meeting those requirements currently available? If not, what will be required to make such functions available?
- (3) What process will U S WEST follow to provision a shared line? Will shared lines be provisioned through the design circuit process or through the POTS process?
- (4) How will U S WEST and the CLECs coordinate repair and maintenance of a shared line?
- (5) How will all of the shared line billing functions be handled by U S WEST?
- (6) What U S WEST systems will be affected by line sharing? Are those systems capable of handling orders for shared lines? If not, what will it take to make those systems capable of doing so?

### **IV. ASSUMPTIONS MADE BY THE GROUP AS THE BASIS OF ITS DISCUSSIONS**

The group made the following assumptions about line sharing to facilitate its work:

- (1) In Phase I, line sharing will be available only for (a) customers that already have U S WEST voice service at the time the customer orders CLEC DSL services, and (b) customers that have voice and data services from U S WEST and wish to convert data services over to a CLEC. Also during Phase I, a customer will be able to disconnect a CLEC data service without disconnecting or changing U S WEST voice service.
- (2) In Phase II, customers that have voice service from U S WEST and ADSL from a CLEC will be able to convert their data service to U S WEST. Also, customers will be able to disconnect U S WEST voice and CLEC data services through one contact.
- (3) In Phase III, U S WEST and the CLECs will address the following scenarios: (a) a customer that does not already have U S WEST voice service wants to order U S WEST voice and CLEC ADSL at the same time; (b) a customer wants to change CLEC ADSL providers on a U S WEST shared line; (c) a customer has U S WEST voice and CLEC ADSL and wants to cancel U S WEST voice while maintaining ADSL on the line (in this instance, the line would revert to a UNE). In the interim, U S WEST and the CLECs may be able to perform these functions via multiple discrete orders. Also in Phase III, customers will be able to transfer combined U S WEST voice services and CLEC ADSL services from one location to another through one contact.

- (4) The CLEC requesting line sharing is collocated in a U S WEST central office and has capacity on the POTS splitter.
- (5) Line sharing will be applicable only to simple line businesses or residences with flat-rated or measure-rated services the equivalent of 1FR, 1MR, 1FB or 1MB.
- (6) An ISDN customer that wants DSL across a shared line would have to convert to one of the classes of service identified above first.
- (7) No INP or LNP.
- (8) Applicable current processes will remain in place and this group will only address process improvements material to line sharing.
- (9) The POTS splitter will be located in the central office as close to the interconnection distribution frame and/or DS0 termination points as possible. The POTS splitter will not be located in a CLEC collocation space for purposes of Phase I implementation.
- (10) U S WEST will inventory the POTS splitter and have knowledge of the points where connections will need to be made during the provisioning process.
- (11) The POTS splitter data ports will be hard-wired to the CLEC collocation area.
- (12) The CLEC will provide U S WEST with the POTS splitter circuit assignment information as part of its local service request for a shared line.

- (13) Line sharing will only be available on U S WEST retail lines in Phase I. If a customer cancels or loses U S WEST voice service for any reason, the customer will also lose the CLEC's ADSL.

#### **V. EXECUTIVE SUMMARY OF AGREEMENTS REACHED**

The parties agreed that U S WEST's systems can be modified to support line sharing. The parties further agreed that a reasonable estimate for the completion of systems and process work necessary to support the provisioning and maintenance of line sharing is some time in the first quarter of 2000, with a few points of note:

- Systems estimates have been developed without the benefit of completed detailed requirements and should be considered planning estimates only, subject to further clarification and refinement.
- Initial deployment would be based on a combination of automation and manual work steps. The parties have agreed to work together to manage line sharing implementation in a way that accommodates the market needs of the CLECs and recognizes the initial delivery issues of U S WEST.
- No viable billing solution will be available before second quarter of 2000. The parties have agreed to use back-billing to true up accounts from the start of service, if necessary.

The Operational Impact Team focused on designing a process that provisioned shared lines through U S WEST's POTS systems flow. The team identified eight systems gaps that will need to be addressed. The identified gaps are described on the Gap Matrix submitted as Exhibit OSS-2. The parties agreed to continue to work together with

Telcordia to explore lower cost, more expedient solutions to some of these gaps. There are no unresolved issues regarding this proposal.

The Operational Impacts Team also designed a repair and maintenance process for line sharing. For repair, U S WEST will remain responsible for voice service and physical line problems between the network interface device at the customer premises and the point of demarcation in the central office. The CLECs will remain responsible for data service problems. The parties have agreed to a mutual trouble shooting process, when required, to help isolate whether a particular problem is a voice service problem, a physical line problem or a data service problem. Each party will be responsible for maintaining its own equipment. The party that controls the splitter will be responsible for maintaining it.

A subteam from the Operational Impacts Team also agreed on the basic network configuration for a central office that will be capable of supporting line sharing. The splitters will be placed as close as possible to the interconnection distribution frame and/or CLEC DS0 (telephone line) terminations in the central office. The group also agreed to consider locating the splitter on or near the main distribution frame under certain conditions. U S WEST will pre-wire the splitters from the data ports to the CLEC collocation area to aid in the provisioning process. The basic network configurations agreed to by the subteam are attached as exhibit OSS-4. The subteam also agreed to revise the collocation application to capture requests for splitter placement. The revised application pages are attached as exhibit OSS-5.

Finally, the team identified the following customer education issues:

- Shared line customers will be informed that the customer should call U S WEST for problems related to its voice service. The customer should call its CLEC contact for problems related to its data service.
- Shared line customers will be informed that their data service is dependent on their voice service. If there is a problem with the physical line that brings down the voice service completely, the customer may also lose data services for some period of time.
- Shared line customers will also be informed that they will lose CLEC data services during Phase I implementation if U S WEST voice services across the line are cancelled or terminated for any reason.
- During Phase I implementation, customers will be informed that they must make separate arrangements with U S WEST and the CLEC contact for DSL services if the customer wishes to transfer both services to a new location.

# **Minnesota**

## **Line Sharing Test:**

### **Technical Report**

## INTRODUCTION

This report addresses the joint lab and field technical tests performed by, Covad, North Point, Rhythms, Sprint, and U S WEST to determine the impact of line sharing on voice service quality. The technical testing occurred in two parts. The lab testing took place beginning October 15, 1999 and going through October 29, 1999. The field test followed beginning on November 1, 1999 and going through November 5, 1999.

### **I. RESEARCH METHOD EMPLOYED**

The technical tests completed in response to the Minnesota Commission's October 8, 1999 order were done in two parts: laboratory tests were conducted in the U S WEST Lab in Littleton, Colorado, and field tests done at the U S WEST Orchard Central Office in Golden Valley, Minnesota.

The tests were based on an agreed to set of test procedures set out in the Test Plan document attached as Exhibit TEC-6.

The test plan is based on a subset of ANSI T1.413-1998 Annex E "POTS Splitter Requirements (normative)". This section applies to the characteristics of an individual POTS splitter.

The Test Plan also includes a subset of IEEE 820-1992 "Standard Telephone Loop Performance Characteristics" and applies to the end-to-end voice quality.

Additionally, the Metropolitan 911 Board requested that 911 tests be a part of the overall testing. This request was met via 911 tests done in the field testing segment.

The team performed several additional tests as described in the testing documents.

## I. EXECUTIVE SUMMARY OF TEST RESULTS

### Lab Test Results

The technical lab testing was performed based upon the following parameters:

- As described in the Test Plan document, the tests were performed to validate that the CLECs line sharing equipment (central office splitters and customer filters) met an agreed to subset of the ANSI T1.413 Annex E requirements.
- The tests were performed on simulated facilities in a laboratory environment.
- A subset of IEEE 820-1992 loop tests were also performed as described in the Test Plan document.

The equipment tested conformed to the technical parameters of the ANSI T1.413 Annex E subset tested to, with minor variations. The team agreed that the variations are acceptable.

### Field Test Results

Following the lab tests, a field test was initiated to insure that the laboratory results were replicated in a "real" world environment, and that voice degradation was tested. The field tests were based out of the Orchard (Golden Valley, MN) Central Office since most of the Co-Provider test partners had previously collocated DSL equipment in this U S WEST Central Office.

The field tests were done using "friendly" (voluntary, temporary, non-billed for) customer loops of business and residences served by the Orchard central office. The final list of loops consisted of 7 loops used by U S WEST customers, one loop identified by Covad, and one loop identified by Sprint. A total of 8 loops were physically tested. The

first 4 loops tested were tested at a U S WEST business customer location. At that location, each separate line was tested with one co-provider's equipment. The remaining 4 loops were tested with each co-provider using all of their configurations on each loop. Several other loops were offered, but did not pass the loop qualification for DSL (e.g. load coils, loop length, etc.). The primary criteria for the field tests were:

- The same CLEC splitters and filters that were tested in the lab were tested in the field;
- Some of the field tests were developed based on a subset of the IEEE 820 requirements and are described in Section 2 of the Test Plan document;
- Some of the field tests were developed based on the U S WEST five point test for voice grade quality;

The results of the field tests identified above for the 8 loops tested fell within acceptable limits. It should be noted, however, that the field tests performed do not, and could not represent all of the diverse loop network experienced in a serving area:

- The team tested loops of approximately 7,800-17,400 ft were available and were tested (0-17,400 ft).
- The technical nature of this lab and field test did not test for customer perception of voice quality (a traditional Telcordia measurement) due to the constraints of the timeframes and the test parameters of this effort. However, the testers were able to listen to the dial tone and make 911 calls.

## **II. SUPPORTING DOCUMENTATION**

The following exhibits are provided as supporting documentation:

- Exhibit TEC – 1 A List of the Parties involved in the technical testing
- Exhibit TEC – 2 A listing of the participants of the Technical Team
- Exhibit TEC – 3 A Timeline of the Technical Testing Team work
- Exhibit TEC – 4 A List of the meetings held for the Technical Test Team
- Exhibit TEC – 5 A list of assumptions
- Exhibit TEC – 6 Test Plan
- Exhibit TEC – 7 Test Parameters
- Exhibit TEC – 8 Test Configurations
- Exhibit TEC - 9 Test Results.

## **III. JOINT STATEMENT**

All of the parties agree that the laboratory tests showed that the equipment tested in the lab conformed to the technical parameters described in the ANSI T1.413 Annex E with minor variations. The team agreed that the variations were acceptable.

All of the parties agree that the field tests results fell within the criteria of the standards tested.

**OPERATIONAL IMPACT TEAM**

PERSON	COMPANY	TITLE
Jerry Shypulski	U S WEST	Wholesale Operations Process Mgr
Linda Miles	U S WEST	Process Specialist
Barbara Brohl	U S WEST	Director – Information Technologies/Regulatory Support
Jasmin Espy	U S WEST	Vice President – Wholesale Marketing
Kevin Stover	U S WEST	Information Technologies Analyst
Jon Ecklund*	U S WEST	Manager – Wholesale Systems
Mike Radcliff	U S WEST	Product Manager
Mary Retka	U S WEST	Director – Interconnection Planning
Jeanette Cain	U S WEST	Information Technologies – Senior IT Specialist
Dennis Pappas	U S WEST	Director – Interconnection Product Services
Linda Gale	U S WEST	Regulatory Manager
Jeff Thompson	U S WEST	Director – Information Technologies
Mark Nickell	U S WEST	Manager – Unbundled Loop
John Genovese	U S WEST	Manager – Network Architectures
Stover Lewis	U S WEST	Information Technologies – IT Specialist
John Boe	U S WEST	General Manager
Benjamin Campbell	U S WEST	Manager – Unbundled Loop, Sub Loop
Bill Campbell	U S WEST	Director-Wholesale Operations Process Management

**OPERATIONAL IMPACT TEAM**

PERSON	COMPANY	TITLE
Rob Van Fossen	U S WEST	Executive Director – Information Technologies
Michael West	Sprint	National Network Products Process Manager
Joyce Frost	Sprint	Competitive Operations Manager
Rob Hisle	Sprint	Senior Product Manager
Darin Liston	Sprint	Principle Program II Manager – Technology
Amy Cichowski	Sprint	National Systems Manager
Bob Vick	Sprint	Senior Product Development Manager
Joan Spivey	Sprint	Product Manager III
Jo Gentry*	Rhythms Links	Director – National Deployment
Ty Weston	Rhythms Links	Customer Services Manager
Steve Ewen	Rhythms Links	Systems Manager
Jill Wiesner	Rhythms Links	Project Manager – National Deployment
Andre Bachelet	Rhythms Links	Customer Services Manager
Tanya Van Court*	Covad	VP, Business Integration (formerly Director, Operations Staff)
Matt Wall	Covad	Business Analyst
Clay Deanhardt	Covad	Senior Counsel
Ron Marquardt	Covad	Mgr, Advanced Services
Brett Flinchum	Covad	Process Manager
Steve Moreno	Covad	Process Manager
Cliff Dinwiddie*	NorthPoint	Senior Manager LEC Relations

**OPERATIONAL IMPACT TEAM**

<b>PERSON</b>	<b>COMPANY</b>	<b>TITLE</b>
Caryn Anderson	NorthPoint	Senior Manager – LEC Relations
Christine Mailloux	NorthPoint	Product Development Manager
Susan McAdams*	New Edge Networks	Vice President – Government & Industry Affairs
Jim Milnor*	Onvoy	Operations Manager, Local Services
David Bryson*	JATO	Manager – Regulatory Affairs

Based on Known Requirements as of 11/08/1999

Minnesota Public Utilities Commission  
 Docket No. P-999/CI-99-678  
 Exhibit No. OSS-2  
 November 22, 1999  
 Page 1 of 6

Gaps	Applications Impacted	Specific Issue	Interim Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>	Long-term Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>
Gap 1: LSR Modification & transmission of service order in system	IMA	Need a mechanism to identify shared line order. (Meet point, "CFA, UCA UPR", CLEC ID, TN, ADSL indicator).	Proprietary LSR based on USW and DLEC agreement. This may be done via email, fax, or by faking IMA to use existing fields. A team of service order writers and OBF reps could accomplish this goal.	TBD	Make the long term changes through the OBF, such that, common rules sets are established	TBD
Gap 2: Order writing (between ICADS and SOP)	ICADS (creating automation).	Need business rules added to process shared-line orders, and to create SO.	No Interim Requirement	No Interim Requirement	Dependant on the standards within OBF establishing a rule set.	4Q2000
	Fetch-n-stuff and Data Arbiter	Enhancement to perform shared line facility availability queries. Later phases.	No Interim Requirement	No Interim Requirement	These changes are understood and can be worked independently from the OBF issues.	TBD
	SOPAD, SOLAR, RSOLAR (creating automation).	An Enhancement is necessary to accept shared line orders and manage the service order flow with automation between systems.	No Interim Requirement	No Interim Requirement	Establish transformation from the OBF forms to the Internal USOCs and FIDs.	4Q2000

<sup>1</sup> All timeframes and solution definitions are estimates based on pending requirements work and information to be provided by 3<sup>rd</sup> parties. These estimates should be considered as planning estimates, and are based on the current understanding of systems capabilities assessed during the operational impact review. For this reason, the estimates may be subject to change.

Based on Known Requirements as of 11/08/1999

Gaps	Applications Impacted	Specific Issue	Interim Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>	Long-term Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>
	Manual SO Entry in SOPAD, SOLAR, RSOLAR	An Enhancement is necessary to accept shared line orders and manage the service order flow with a <u>manual</u> service order entry procedure.	Establish internal USOCs and FIDs for all systems within the Operational Support Systems environment.	1Q2000	See the automation items.	See the automation items.
<b>Gap 3: Connecting Point Inventory</b>	LFACS (All regions)	Current phase no impacts. Later phase, enhancements to allow for designated assignment locations (constrained loop assignment) and to reuse in place voice facilities.	Establish internal USOCs and FIDs. No substantial impacts to LFACS	1Q2000	Work any manual issues that may have been over sites.	2Q2000

Based on Known Requirements as of 11/08/1999

Gaps	Applications Impacted	Specific Issue	Interim Solution	Deployment Timeframe	Long-term Solution	Deployment Timeframe
	SWITCH and APP	Enhancements to associate the customer's line with the connection points for the splitter, switch equipment, and ICDF, while reusing existing voice facilities.	Inventory the splitter in SWITCH as miscellaneous equipment. The resulting Manual assignments will fallout in the LPC. DLEC will pass ME FID on the LSR.	1Q2000 in limited volume.	Remove all the manual workarounds.	4Q2000 Telcordia offer.
			APP -- To simulate the transactions performed by the loop provisioning personnel to clear RMAs in SWITCH. This is required to support volume growth.	2Q2000 - APP, Automates portions of the manual process that falls out out to the LPC.		

Gaps	Applications Impacted	Specific Issue	Interim Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>	Long-term Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>
	WFA/C	Table work for proper dispatch and workflow. Repair tickets will flow through NSDB for the design portion of the service.	No known issue.	No known issue.	Establish internal USOCs and FIDs.	1Q2000
<b>Gap 4: Repair Handling</b>	NSDB/WFA	Repair tickets will flow through LMOS for the POTS portion of the service.	No Interim Requirement		Line assignments are required as a part of NSDB for the design portion of the repair.	1Q2000
	LMOS	Repair tickets will flow through LMOS for the POTS portion of the service.	No Interim Requirement		Line assignments are required as a part of LMOS for the POTS portion of the repair.	1Q2000
<b>Gap 5: No interface between FOMS and WFA/DI</b>	FOMS and WFA/DI	Interface bring up and testing between FOMS and WFA/DI.	No Interim Requirement		Test and turn up on the interface based on a WC rollout plan. Determination of DLECs intended Service offering allows for a smoother implementation.	1Q2000 (ongoing dependant on the DLEC Rollout.

Gaps	Applications Impacted	Specific Issue	Interim Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>	Long-term Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>
<p><b>Gap 6: Single product, multiple customer (need 2 billing records to be created from a single order.)</b></p>	<p>Billing (CRIS)</p>	<p>Enhancements to bill the Co-Provider for shared line charges. Must have 2 CSRs that are related.</p>	<p>This is a Bulk bill solution (DLEC BAN per state). A DLEC will receive a bill that indicates that lines are shared, but to validate specific TN information requires that the CSR be reviewed.</p> <p>Back billing will be used to bring accounts up to date if service is provisioned before the interim solution can be implemented.</p>	<p>2Q2000</p>	<p>The interim billing mechanisms need to be modified to show TN detail, but this impact is unknown. Conversions will be needed once the billing systems are modified.</p>	<p>TBD</p>
<p><b>Gap 7: Need to identify accounts that are resold in IMA so that CLEC's cannot place orders against the line for line-sharing</b></p>	<p>IMA</p>	<p>Identify resold accounts and reject line sharing orders as appropriate.</p> <p>Similarly, identify line shared accounts and reject resale orders as appropriate.</p>	<p>CLECs will review CSRs prior to placing orders. U S WEST will also review CSRs as Service Orders are written.</p>		<p>Accounts will have the Line Sharing USOCs and FIDs on the CSRs. The handling of the End Customers and CLECs would then be handled via Methods.</p>	<p>See gap 6. Required concurrent with order automation long term solutions in Gap 2.</p>

Based on Known Requirements as of 11/08/1999

Gaps	Applications Impacted	Specific Issue	Interim Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>	Long-term Solution <sup>1</sup>	Deployment Timeframe <sup>1</sup>
Gap 8: Identify a method to cause an entry to the DLECs loss report for disconnected service	Loss and Completion	Depending on specific scenarios for a customer transfer between providers, modifications to the Loss and Completion reports must be made.	No Interim Requirement		Pending the scenario work identified in the meeting 10/29/99	TBD

## Operational Impact Review November 12, 1999 Minutes

MEMO TO: Line Sharing Team

FROM: Barbara Brohl

DATE: November 19, 1999

SUBJECT: Minutes from the November 12, 1999 Meeting Between U S WEST,  
Rhythms, Sprint, Covad, Northpoint, New Edge Network, and Onvoy

### SUBSEQUENT MEETINGS:

Face-to-face meetings will be held every Friday for the next four or five weeks (team progress will determine), at 1801 California, 23<sup>rd</sup> Floor, Executive Conference Room, from 9:00 to 1:00 (Denver time). For those attending remotely, the conference call number is (303) 633-2624 (reservation #13383586).

### Line Sharing Team

#### Attendees:

#### U S WEST

Jerry Shypulski	<a href="mailto:gshypul@uswest.com">gshypul@uswest.com</a>
Linda Miles	<a href="mailto:llmiles@uswest.com">llmiles@uswest.com</a>
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### I. ISSUES TO REFER TO THE ADMINISTRATIVE TEAM

#### 10/15/99 Meeting

1. Does line sharing apply to the establishment of both new voice and new data – a new connect order establishing both at the same time?
  - Not in Phase 1.
2. What is the potential impact of customer service disruption on the removal of load coils?
  - It is not necessary to remove load coils for a Phase 1 implementation. Christine Mailloux stated that she needed to ensure that NorthPoint agreed. In a subsequent e-mail dated November 3, 1999, she stated that she had discussed these matters internally and could agree to these limitations on initial DSL orders as long as it helped move the process forward.
3. There is a need to develop a standard interval for ordering / provisioning line sharing.
  - The interval will mirror the unbundled loop interval of 5 days.
4. Review the Y-Splice / Half Tap method which does not require the voice to be pulled down.
  - It is not an issue. After some investigation, Clay Deanhardt has discovered that this is not being used in any ILEC as far as we know. This still needs to be run by Christine Mailloux in NorthPoint as identified in Item # 6 in the 10/29/99 Action Items.

#### 10/22/99 Meeting

1. There is a need for forecasting information for splitters, office configuration, etcetera.

The Administrative Team is still working this issue. It has identified that there are three areas that need to be addressed.

#### Catch Up (existing deployed Central Offices)

- Identify what the data CLECs want to put into the COs now.
- Identify what is forecasted for next year, to ensure proper space management.

#### Going Forward

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- The collocation application has a forecast requirement.
- This takes on a greater criticality and the data CLECs will ensure its use.

### Long Term Plan

- The Interconnection Agreements should contain a clause requiring these types of forecasts be provided on a yearly basis.

### 2. Define "Splitter-virtual-collocation."

A document defining "pseudo-virtual" was developed by Clay Deanhardt and e-mailed to U S WEST. U S WEST will review it and provide feedback to Clay. There may be OSS issues, and so the concept will be discussed at the 11/9/99 morning conference call.

### 10/29/99 Meeting

1. None

### 11/5/99 Meeting

1. On a conversion from retail to UNE-C (unbundled loop and switch), where the end-user customer wishes to have the DSL provided by a DLEC in a Line Sharing configuration.
  - Once the CLEC takes over the loop, U S WEST can no longer be in a Line Sharing scenario.
  - If the CLEC chooses to share the data frequency with a DLEC, the voice CLEC could bridge a DSLAM into the configuration through an intermediate frame, and then bridge the loop and switch port together inside the collocation in conjunction with a splitter if it wants to add the data piece.

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### II. ACTION ITEMS

#### 10/15/99 Meeting

Assigned to	Due Date	Action Item	Result
USW / Kevin Stover	10/22/99	1. U S WEST will check out the relationship between UDC / DLC (is bridge tap included in the total length?).	10/22/99 <ul style="list-style-type: none"> <li>• UDC is included under pair gain</li> <li>• Bridge Tap is reported by total length and is included in the total loop length.</li> </ul> Closed for Release 1.0
USW / Kevin Stover	10/22/99	2. U S WEST will check out whether it can identify the number of load coils.	10/22/99 <ul style="list-style-type: none"> <li>• The number of load coils is available, however, U S WEST is still researching whether the placement of load coils is available.</li> </ul>
USW / Kevin Stover	10/22/99	3. U S WEST will check out what is included in the digital disqualification requirements.	10/22/99 <ul style="list-style-type: none"> <li>• See number 1 regarding UDC.</li> </ul>
		4. U S WEST and the DLECs will create a sub-team and refer to it the task of determining impacts to the LSR for additional ordering data fields, (E.g., the additional connection points: TN; NC/NCI field used for request type; and the CFA-like connections – splitter)	10/22/99 <ul style="list-style-type: none"> <li>• U S WEST has begun investigating this internally.</li> </ul>
DLECs		5. DLECs will verify that the splitter tie cables will be pre-provisioned.	There is a conference call set up on 11/9/99, from 8:30 to 1:00, to discuss the network

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			architecture.
USW / Jerry Shypulski	10/22/99	6. U S WEST will identify process flows / steps associated with Phase 1 installation processes. (for next week's meeting)	10/22/99 <ul style="list-style-type: none"> <li>• Included in the packet.</li> </ul>

#### 10/22/99 Meeting

Assigned to	Due Date	Action Item	Result
Entire Line Sharing Team	On-going	1. Spend the last 1/2 hour of each meeting blocking out a high-level plan for tasks and deliverables over the course of this drill.	
Admin Team	10/28/99	2. Define "Splitter-virtual-collo."	10/29/99 Placed in the Administrative Referrals page.
USW / Jeanette Cain	10/29/99	3. What does "next day" completion report mean? And, what is the cutoff to get it the "next day"?	10/29/99 Complete <ul style="list-style-type: none"> <li>• If the service order is completed before the batch systems begin their processing (generally 9:00 or 10:00 p.m.), it will be reflected in the Completion Report by noon on the business day following the date of completion.</li> </ul>
USW / DLEC Subteam	10/25/99 Call  11/12/99	4. With pre-order information as described on 10/15/99, will a DLR be necessary? 5. Compare pre-order information	10/25/99 The conference call was held between USWC and DLECs.

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	Document	differences between IMA 4.2 and that described on 10/15/99, to the data provided on a DLR. 6. Is MLT available in pre-order and how does an MLT compare with a DLR?	11/5/99 4. Bill Campbell will document the outcome of the call. 5. Bill Campbell will document the outcome of the call. 6. MLT is not currently available in pre-order. (It must be identified as a gap for Phase 1.5) Jerry Shypulski will provide documentation on MLT comparison to DLR for inclusion in Bill Campbell's document.
USW / Kevin Stover	11/12/99	7. On a line with Megabit™, are the RSAs able to run an MLT test on the voice portion of the loop?	
USW / Kevin Stover, Jerry Shypulski	11/12/99	8. Review and propose a repair process and line record process. <ul style="list-style-type: none"> <li>• Investigate Megabit™ trouble-shooting process</li> <li>• ID what testing is available</li> <li>• MLT</li> </ul>	There is a conference call set up on 11/11/99, from 8:30 to 1:00, to discuss the repair processes.
USW / Kevin Stover, Jerry Shypulski, Linda Miles	10/29/99	9. Review billing processes and ID issues.	10/29/99 Complete (See Process Flows dated 10/29/99)

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USW / Kevin Stover	10/29/99	10. Create a presentation outlining data differences between the functions.	10/29/99 Complete (See Spectrum Unbundling (Line Sharing) doc)
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#### 10/29/99 Meeting

Assigned to	Due Date	Action Item	Result
Linda Miles	11/12/99	1. Identify the process for the return of: <ul style="list-style-type: none"> <li>• Held Orders</li> <li>• Jeopardy Notifications</li> <li>• FOCs</li> <li>• Rejects</li> </ul>	
Barb Brohl	11/5/99	2. Create an acronym list	11/9/99 Provided with the 11/5/99 Minutes Package
Dennis Pappas	11/12/99	3. Identify what CTAS can be used for, and does it have any application in a line sharing environment?	
Mark Nickell / Mike Radcliff	11/12/99	4. How should U S WEST deal with accounts that are resold, converted to UNEs, ported out, etc. <ul style="list-style-type: none"> <li>• Existing - can we line share if the customer is resold, ported out, contains UNEs, etc.?</li> <li>• Future - can we resell voice, port out a customer, convert to UNEs, etc. is already line shared?</li> </ul>	
DLEC / USWC Subteam	11/12/99	5. Subteam to discuss Assumption #3, and create a matrix of pitfalls. (e.g., )  <div style="text-align: center;">LNP   UNE   etc.  </div>	Rolled into Action Item #2 dated 11/5/99.

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		<table border="1"> <tr> <td>Cust</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Exp.</td> <td></td> <td>X</td> <td></td> <td></td> </tr> </table>	Cust	X				Exp.		X			
Cust	X												
Exp.		X											
Cliff Dinwiddie		6. Check with Christine Mailloux on the Y-Splice / Half-tap issue.											

11/5/99 Meeting

Assigned to	Due Date	Action Item	Result
USWC	11/12/99	1. Determine if U S WEST create a "loss" report for the data CLECs when the end-user migrates his/her voice service from U S WEST to a CLEC: <ul style="list-style-type: none"> <li>Retail to UNE-C</li> </ul>	
Jerry Shypulski / DLECs	11/10/99 draft to the DLECs by noon 11/12/99 USW & DLECs will review	2. Need to more fully flush out the voice customer-affecting experiences in the "End-User Behavior Matrix Proposal" (p.6 of the Line Sharing 11/5/99 powerpoint document) <ul style="list-style-type: none"> <li>Need to add DNP and Disconnect</li> </ul>	
USWC / DLECs	11/12/99	3. Identify and resolve joint repair processes <ul style="list-style-type: none"> <li>MLT</li> </ul> (see also 10/22/99 Action Item # 8)	11/11/99 Joint Meeting was held - * does the outcome need to be documented?
Jon Ecklund / DLECs	11/8/99 draft to the DLECs by end of day 11/12/99	4. Fill out the last two blank columns of the matrix shared by Covad.	11/9/99 Jon Ecklund filled out the last two blank columns and provided the document to the joint team on

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	USW & DLECs will review		11/12/99.
USWC / DLECs	11/12/99	5. Between the 5 <sup>th</sup> and the 12 <sup>th</sup> of November, all companies will attempt to address the first two blank columns of the matrix shared by Covad. <ul style="list-style-type: none"> <li>The companies agreed to change the title "Interim Solution" to "Workaround"</li> </ul>	11/12/99 The companies addressed the first two blank columns - see the matrix for the outcome.
Clay Deanhardt	11/10/99 end of day	6. Prepare first draft of the Final Report <ul style="list-style-type: none"> <li>Up-front objective introduction</li> <li>Including the product framework, assumptions, &amp; minutes</li> <li>List of attachments / matrices.</li> </ul>	11/11/99 Clay Deanhardt provided the initial draft to the joint team on 11/12/99, where it was reviewed and modified.

11/12/99 Meeting

Assigned to	Due Date	Action Item	Result
Linda Miles	11/12/99	1. Identify the date of the next OBF meeting and change management process / timelines	<u>Schedule</u> The next meeting is next week – the week of 11/15/99 in Chicago. The following one is scheduled for February '00. <u>Process</u> Must have the information to the committee 3 to 4 weeks in advance. Can walk issues in only if they are fully defined.

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			If there is a full interim between the two official meetings, issues can be reviewed.
Linda Miles	11/15/99 (if possible)	2. How long does it take to: <ul style="list-style-type: none"> <li>• Get USOCs and FIDs</li> <li>• Establish edits for USOCs and FIDs</li> <li>• Load the tables with USOCs and FIDs</li> </ul>	
Kevin Stover	11/16/99	3. What is different about a bridge lift versus a splitter and can it be used here?	
	11/16/99	4. How will U S WEST show trouble history through IMA for a line shared line?	
Mary Retka / Jerry Shypulski / Mike Radcliff	11/16/99	5. Can the splitter be the point of demarcation? (3 splitter location scenarios) The DLECs want test capability at the MDF side of the splitter – at the point where the cable goes into the splitter.  The DLECs will agree that the demarcation be at the collocation side of the splitter => provided that the DLECs have testing access presence at the MDF side of the splitter and at the collocation side of the splitter.  <ul style="list-style-type: none"> <li>• The repair process will address: <ul style="list-style-type: none"> <li>➢ Coordinated testing processes</li> <li>➢ Acknowledgement / communications</li> </ul> </li> <li>• The product must address:</li> </ul>	

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		➤ The definition of collocation must define test access and demarcation.	
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### III. ASSUMPTIONS

10/15/99

1. Phase 1 – existing customer / line.
2. Phase 2 - new customer / line.
3. Phase 2 - CLEC provides voice and DLEC provides data.
4. Phase 1 – CLEC is collocated in the central office and there is capacity on the POTS splitter.
5. Phase 1 – Applicable classes of service are single line<sup>1</sup> business or residence, either flat-rated or measured-rated (or the equivalent of):
  - 1FR
  - 1MR
  - 1FB
  - 1MB
6. Phase 1 – ISDN customer would have to convert to one of the applicable classes of service prior to line sharing.
7. Both phases – No INP or LNP.
8. Both phases – Coordinated hot cuts options => the same options as today except for dispatch out.
9. Both phases – Current processes will remain in play and if there are process improvements that need to take place with respect to the unbundled loop, they will be addressed through unbundled loop process improvement teams, rather than in the line sharing team (unless it is material to line sharing).

10/22/99

1. The splitter is in the central office, not in the collocation cage, and is as close to the MDF as feasible. (Access to the device is not a current concern.)
2. U S WEST inventories the device and has knowledge of connection points (splitter reference; TN COE reference; CFA-like reference - with naming standards).
3. The splitter data out port is hard-wired to the collocation appearance.
4. The DLEC inventories the splitter and passes the assignment as part of the LSR (local service request).

10/29/99

1. Each provider must have knowledge of the other for:

<sup>1</sup> Instead of single line - could we say simple line? This ensures that we don't preclude residences or small businesses with more than one line.

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- Repair
- 2. Line Sharing is only available on U S WEST retail lines.
- 3. If there is a deviation from the U S WEST retail line scenario, it is understood that the DSL portion of the loop will be disconnected and the DLEC will make the appropriate business decision (e.g., reconnect via a separate unbundled loop if facilities are available, if desired).
  - T&F (transfer of service to and from locations)
  - LNP (local number portability)
  - DNP (disconnect for non-payment)
  - Etc.

11/5/99

1. The MPUC must be made aware that there are definite voice customer-affecting situations and this will be done through the Final Report.
2. U S WEST can support the migration scenario when an end-user has voice and data from U S WEST and wishes to convert data services over to data CLEC.  
Assumptions: there would have to be physical movement from the retail DSLAM to the DLEC DSLAM.

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### IV. Processing Impact and Data Needs

#### A. Pre-ordering

Processing Functional Area	Tasks	Sub-Tasks	Participants/Data
Pre-Ordering	Define data needs to determine if a loop is capable of line sharing.		

#### INPUT

Telephone Number (Phase 1 initial rollout – assume existing voice customer)

#### OUTPUT

Total Loop Makeup (actual loop makeup – not theoretical)

- Length
- Gauge
- Presence of load coils
- Number of repeaters
- Location, quantity, & individual length of bridge taps
- Presence of UDC / DAMLS

IMA 4.2 Release will provide:

- Telephone number or address
- Total cable length (no individual gauge sections)
- Sum of the length of all bridge taps
- Presence of DLC
- DB loss
- Presence of load coils
- Missing segments are identified

Deltas between desired total loop makeup and IMA 4.2 release

- Gauge of cable
- Presence of repeaters (nice to have)
- Presence of UDCs
- Location, quantity, & individual length of bridge taps
- DLC type

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- Quantity of load coils (nice to have)

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### B. Ordering

Processing Functional Area	Tasks	Sub-Tasks	Participants/Data
Ordering	Define additional data needs to be populated on the LSR to properly order line sharing.	Begin preliminary work with Standards Bodies (OBF, ECIC) for forms modification.	
	Define order scenarios and identify process and system impacts for them.	<u>New Service</u> Establishment of new service (both voice and data) on a shared line.  <b>** NOT APPLICABLE FOR PHASE 1 INITIAL ROLLOUT</b>	
	(A)	<u>Changes to existing service</u> <ul style="list-style-type: none"> <li>• End-user has voice from U S WEST and wishes to establish data services from data CLEC. (PHASE 1)</li> <li>• End-user has voice and data from U S WEST and wishes to convert data services over to data CLEC. (PHASE 1.5) (See Assumption # 2 dated 11/5/99) (PHASE 1)</li> <li>• End-user has voice from U S WEST and data from data CLEC and wishes to convert data services over to U S WEST. (PHASE 1.5)</li> </ul>	

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Processing Functional Area	Tasks	Sub-Tasks	Participants/Data
	(B)	<ul style="list-style-type: none"> <li>• End-user has voice from U S WEST and data from data CLEC and wishes to disconnect voice portion of the loop. (PHASE 2.0)</li> <li>• End-user has voice from U S WEST and data from data CLEC and wishes to disconnect data portion of the loop. (PHASE 1.0)</li> <li>• End-user has voice from U S WEST and data from data CLEC and wishes to move from one location to another (T&amp;F) (PHASE 2.0)</li> </ul>	
		<u>Disconnect</u> <ul style="list-style-type: none"> <li>• End-user has voice from U S WEST and data from data CLEC and wishes to disconnect the entire loop. (PHASE 1.2)</li> </ul>	

#### ORDER TYPES

- To establish new data service on an existing voice account – “C” order.
- To disconnect data service only on an account that is shared – “C” order.

#### INPUT

- Use of the LSR (local service request), EU (end user), and other forms.
- New Request Type

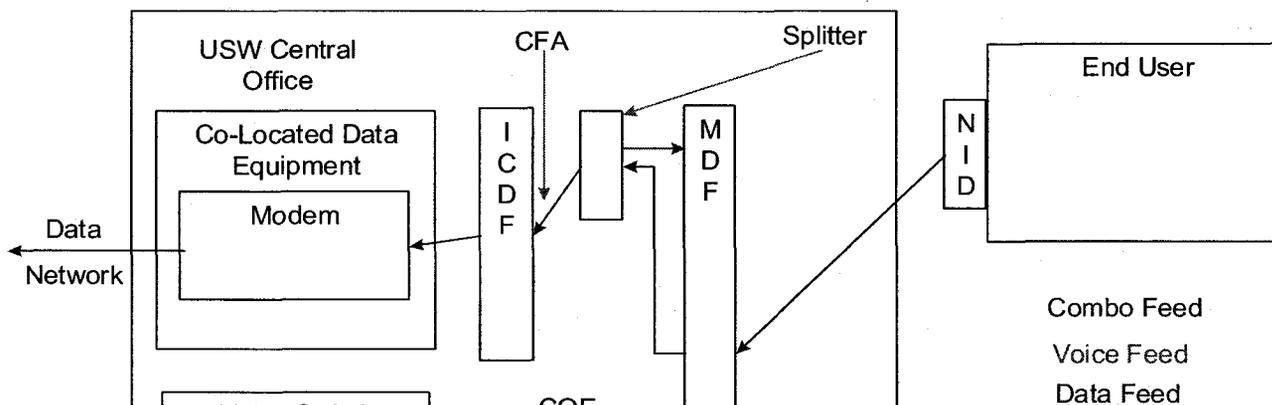
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- Telephone number
- Unique reuse of the NC/NCI field
- Connecting points
  - CFA-like
  - Location of DLEC tie-down
  - OE
- FDT (FOC)

### ORDER SCENARIOS

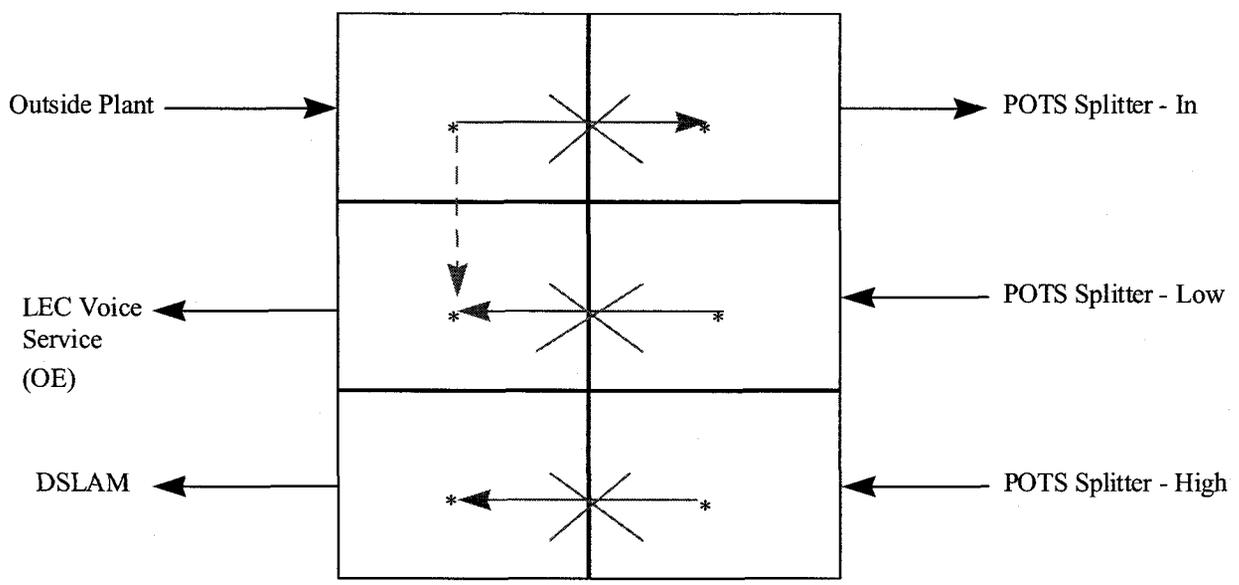
- Establish new data service on an existing voice line.
  1. Convert one of the applicable Classes of Service (1FR, 1MR, 1FB, 1MB) to line sharing on a "C" order.
  2. Input required data; e.g. telephone number, etc.
  3. Dispatch to transfer service to the DLEC.
  4. Work completion notification (positive notification desired).
  5. Work records posted.
  6. End
  
- Disconnect existing data service on a shared line.
  1. End-user customer calls to disconnect data service.
  2. "N"-like order ("C" order with new-connect characteristics).
  3. "C" order to re-establish voice service but not to remove tie cables.
  4. Need to maintain as available for reassignment an appearance to the ICDF and tie pair to the splitter and maintain ownership of the splitter.
  
- Field select in LSR will not reject back to co-provider, but will RMA to ISC to be manually handled.

The following diagram is the one that Kevin Stover drew on the board.



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The following diagram is the one that was drawn on the board by Tanya Van Court.



Line Sharing Connection  
 Disconnection of the  
 data service and  
 reconnection of only  
 the voice service

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### C. Provisioning

Processing Functional Area	Tasks	Sub-Tasks	Participants/Data
Provisioning**	Determine additional assignment locations (voice/data splitter, switch COE, data CFA, and voice facilities re-use.		

\*\* Not specifically depicted in the above table is the requirement to work with and negotiate requirements, costs, and timelines from third-party vendors, e.g., Telcordia and Lucent, to which many of these systems belong.

#### Assumptions

- Unique USOC(s) or FID indicator(s) for line sharing
- Some indicator to indicate service type
- Indicator of provider
- Connecting points and how they are identified
- Circuit identifier
- Retain OE reference
- Conditioning data
- FOC

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### D. Repairing

Processing Functional Area	Tasks	Sub-Tasks	Participants/Data
Repairing	Define repair scenarios and identify process and system impacts for them.	End-user has voice from U S WEST and data from data CLEC.  End-user experiences trouble on the voice product. End-user experiences trouble on the data product. End-user experiences trouble on both voice and data products.	

Manage end-users' needs.

If end-user calls about repair

If voice trouble

Normal TN repair process

Else

If data trouble

Soft referral\*\* of the data trouble to the DLEC

If DLEC reports trouble

Will provide the associated TN (even though the trouble is with data)

Identify if the line is shared and if so, there will be M&Ps developed to manage the referral - possibly develop a joint script.

Line records may be an issue (single / multiple occurrences)

\*\* Soft referral based on provider ID

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### E. Billing

Processing Functional Area	Tasks	Sub-Tasks	Participants/Data
Billing (includes end-user and wholesale account records)	Determine cross-reference requirements necessary to ensure proper ordering capabilities.	Identify data required to denote that the end-user is utilizing a shared line.	
	Identify additional ordering and billing codes necessary to denote Line Sharing on the account and proper billing.	Begin preliminary work with Standards Bodies (OBF) for development of ordering and billing codes.	

### Assumptions

- See "provisioning slide"
- See new CPNI guidelines
- Single / multiple set of guidelines
- Methods & procedures issues that cross business units
- Charges & rates
- Direct single product toward two bills

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### V. WORKING TEAM TIMELINE

Target Start-date	Target End-date	High-Level Task
10/15/99	10/22/99	Understanding of current environment.
10/22/99	10/29/99	Determination of line sharing environment functional view.  Draft Phase 1 processes.
10/29/99	10/29/99	GAP Analysis
10/29/99	11/9/99	Initial GAP Review <u>DRAFT</u>
10/29/99	11/16/99	GAP Management Plan, with Proposed Resolutions and Timelines & Cost.
10/29/99	11/16/99	Development of the final report.

\*\* DRAFTS should be shared each week.

## Operational Impact Review November 12, 1999 Minutes

### VI. GAP Analysis Discussion

Jon Ecklund reviewed the "Spectrum Unbundling (Line Sharing)" power point presentation dated 10/29/99 with the team. During the review, several GAPS were discussed and labeled.

#### Line Sharing Service Order and Provisioning Flow (p. 5)

GAP Label	Systems Implicated	Size of GAP
G1 - LSR Modifications	The box around IMA, ICADS, Fetch-n-Stuff / Data Arbiter	Medium to High
G2 - Order Writing & Flowthrough	The arrow between ICADS and SOP	
G3 - Connection Point Inventory	The box around LFACS, SWITCH, and FOMS	High
G4 - Repair Handling	The box around LMOS and NSDB	
G5 - Interface Growth	The arrow between FOMS and WFA-DI	
G6 - Single Product / Multiple Customer Billing	The box around CRIS "Billing"	

#### Line Sharing Spectrum Repair System Flow (p. 6)

GAP Label	Systems Implicated	Size of GAP
G1 - (if line sharing repair follows a POTS flow)	The box around RCE, LMOS FE, and LMOS-HOST	
G2 - (if line sharing repair follows a Designed flow)	The box around WFA-DI and WFA-C	

11/12/99 Update

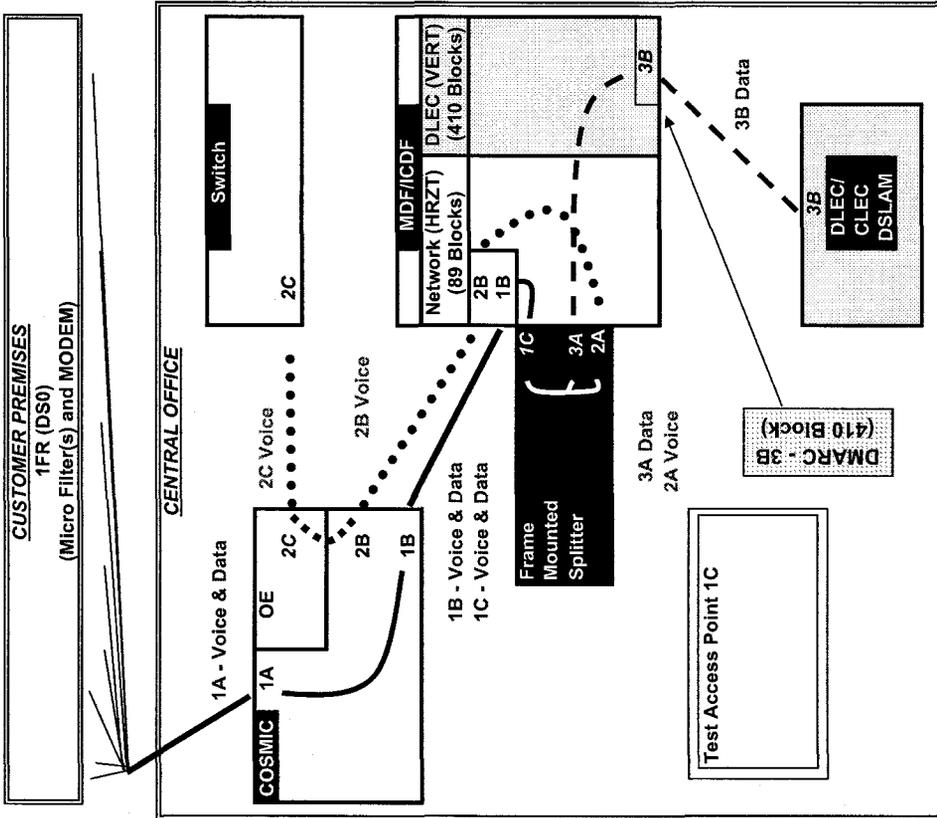
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Jon Ecklund reviewed the "GAP Document" addressing both long term solutions / timelines and interim workarounds / timelines.

**COLLOCATION - LINE SHARE - OPTION B**

**Frame Mounted Splitters (see separate Rack Mounted document)**

**November 17, 1999**



**DIAGRAM**

Frame Mounted Splitter. U S West Engineering would have the discretion of using Frame Mounted Splitters in a space limited situation in lieu of Rack Mounted Splitters based on individual office conditions.

**CONNECTIONS**

1. A single 16 line Frame Mounted Splitter is mounted on the horizontal side (MDF example) in lieu of an 89 type block.
2. Sixteen trail pairs are redirected from their existing horizontal terminations through the Frame Mounted Splitter (1B).
3. DS0 voice signals are redirected from the Splitter back to the COSMIC/OE/Switch (2A-2B).
4. Data signals jumped to existing 410 block(s) (DMARC) on the vertical side of the MDF (3A-3B).
5. Data signals are carried back to a DLEC's DSLAM equipment on existing cable (3B).

**ADVANTAGES**

1. Elimination of a separate Splitter Bay.
2. Reduction in the number of cross connects and cabling.

**DISADVANTAGE**

1. A Rack Splitter bay can handle 512 to 1,344 lines, it would take between 32 and 84 Frame Mounted Splitters to provide the same service. The footprint of the bay would be 2 square feet, the MDF/ICDF surface area taken up by the Frame Mounted Splitters would be approximately 114 to 299 square feet.
2. Mounting Frame Splitters on ICDF/MDF frames would limit the expansion/growth of those frames.
3. Equipment management is facilitated with the use of Rack Mounted Splitters: a single self contained bay will serve up to 1,344 DS0's, it would take 84 individual Frame Mounted Splitters installed at open block locations to provide the same capacity.
4. Facilitates the management of splitters dedicated to specific DLEC's.
5. Existing pairs going from the ICDF to the DLEC and from the COSMIC to ICDF/MDF could be utilized.

**OPEN ISSUES**

1. Switched data base impact and methods and procedures.
2. A Switch version of the APOT form would have to be developed.
3. Specific hardware review to ensure meets standards.
4. Specific Test and Turn-Up procedures will have to be developed.
5. Review of this drawing by the Core Team for concurrence of assumptions and analysis.

**ADDITIONAL CO PROVIDER REQUESTS**

**Line Sharing Requirements** *(by central office)*

Line Sharing requested Yes  No

Number of Splitters to be installed *(lines)* \_\_\_\_\_

**Line Sharing Forecasted Requirements<sup>1</sup>** *(in lines)*

Year 1	Year 2	Year 3
_____	_____	_____

**Splitter Choice One**  
*(please select one option)*

- ICDF Mounted
- Rack Mounted

Will the CO-Provider order and deliver the splitter to U S WEST?  Yes  No

Does the CO-Provider want U S WEST to order the splitter on the CO-Providers behalf?  Yes  No

**Splitter Type A** *(please use approved product list)*

Manufacturer \_\_\_\_\_  
 Model # \_\_\_\_\_  
 Card Capacity per shelf (please indicate the quantity) \_\_\_\_\_  
 Splitters per Card (please indicate the quantity) \_\_\_\_\_

**Splitter Type B** *(please use approved product list)*

Manufacturer \_\_\_\_\_  
 Model # \_\_\_\_\_  
 Card Capacity per shelf (please indicate the quantity) \_\_\_\_\_  
 Splitters per Card (please indicate the quantity) \_\_\_\_\_

**Splitter Choice Two**  
*(please select one option)*

- ICDF Mounted
- Rack Mounted

Who will provide the splitter?  U S WEST  CO-Provider

**Splitter Type A** *(please use approved product list)*

Manufacturer \_\_\_\_\_  
 Model # \_\_\_\_\_  
 Card Capacity per shelf (please indicate the quantity) \_\_\_\_\_  
 Splitters per Card (please indicate the quantity) \_\_\_\_\_

<sup>1</sup> Line Sharing Forecast information is used by U S WEST to assist in space planning

Draft

**Line Sharing Requirements (continued)**

**Splitter Choice Two (continued)**

**Splitter Type B (please use approved product list)**

Manufacturer \_\_\_\_\_

Model # \_\_\_\_\_

Card Capacity per shelf (please indicate the quantity) \_\_\_\_\_

Splitters per Card (please indicate the quantity) \_\_\_\_\_

**Shelf Requirements**

\_\_\_\_\_ W x \_\_\_\_\_ H x \_\_\_\_\_ L

**Cable Requirements**

Use existing DLEC/CLEC cable to the collocation site  Yes  No

What is the pair count? \_\_\_\_\_

Are you installing a new cable?  Yes  No

Please indicate the cable size \_\_\_\_\_

Cable Type \_\_\_\_\_

Are you installing a shielded cable?<sup>2</sup>  Yes  No

Special Cabling Requirements

\_\_\_\_\_  
\_\_\_\_\_

<sup>2</sup> CLEC-provided shielded cables must be sent to the US West Warehouse and labor for the installation of the cable is determined utilizing the BFR. Process.

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
<b>Technical Testing</b>				
1. What standards should be tested to during the lab and field tests?	Yes.	Subsets of ANSI T1.413 1998 Annex E and IEEE 820 1992.		
2. What additional criteria should be applied to lab and field tests?	Partial.	The parties agree that no additional criteria were necessary for the lab tests. The parties also agreed to apply power loss, loop current, noise and balance tests to test voice service during the field trial.	The CLECs do not agree that spectrum management (binder group integrity) is an issue in this proceeding. ADSL equipment that fits within the power spectral density masks defined in the ANSI T1.413 standard is designed to work in a binder group that contains a variety of digital and analog services. The FCC and the telecommunications industry has agreed that equipment meeting ANSI T1.413 standards is acceptable for deployment in the telephone network. All the CLEC ADSL equipment deployed in U S WEST territory has power spectral density masks that meet ANSI T1.413 standards. Upon demand from U S WEST, and prior to the initiation of the technical tests, the CLECs provided U S WEST with the power spectral density mask information demonstrating that the CLEC ADSL equipment complies with the ANSI T1.413 standard. U S WEST appeared to do nothing	U S WEST proposes that additional testing be conducted prior to deploying line sharing. U S WEST is recommending this additional testing based on the following: <ul style="list-style-type: none"> <li>• Spectral management and customer perception of voice quality issues could not be adequately addressed due to the limitations of the technical test in Minnesota.</li> <li>• The controlled conditions, scope and/or duration of this limited test could not explore potential spectrum interference with the shared voice signal because it did not test enough diverse loop conditions.</li> <li>• Additional testing is needed to validate binder group issues when it comes to the effects of robust upstream and downstream data paths on other services, specifically those service</li> </ul>

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
			<p>with that information, and the CLEC technical team never heard any more about this issue from U S WEST.</p> <p>U S WEST's expressed concerns regarding the Telcordia subjective voice tests and loop diversity issues are irrelevant. U S WEST and the CLECs jointly agreed to the test plan. The Telcordia subjective voice tests were neither appropriate nor feasible for this technical test. U S WEST has publicly stated that it has more than 50,000 ADSL shared lines deployed across its territory. Those 50,000 shared lines provide the best evidence that voice quality in a diverse loop plant across shared lines is acceptable. In addition, the Technical Test Team tested 911 service across shared lines and found that it worked without any problem.</p> <p>In addition, U S WEST has never established that its Megabit equipment either complies with any of the relevant standards or has been subjected to the spectrum management, subjective voice quality or diverse loop tests that U S WEST belatedly contends were not conducted here. The CLECs asked</p>	<p>above the voice band, within the binder group and the cable's sheath.</p> <p>Megabit Testing Results –</p> <p>U S WEST does not believe that the tests conducted prior to the roll-out of the Megabit offering are required by the Minnesota Public Utilities Commission order. U S WEST views these results as a proprietary work product. Deployment of the U S WEST Megabit product, with specific central office and terminal equipment, has demonstrated the validity of the testing performed. U S WEST experience indicates that with equipment currently deployed in the central office and customer premise, along with U S WEST's control of the total Megabit and voice service, that impact to other services within the binder group and the cable's sheath are not affected in a negative manner.</p>

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			<p>U S WEST to either test its equipment alongside CLEC equipment here or to provide the CLECs with the results from the tests, if any, that U S WEST performed on its own Megabit equipment. U S WEST did neither and never confirmed what tests, if any, its own equipment had been put through. None of the U S WEST personnel that participated in the Technical Test Team had been a part of any tests of U S WEST's Megabit equipment. On October 16, Rhythms Links sent information requests to U S WEST asking for the results of any tests performed by U S WEST on its Megabit equipment. U S WEST never responded to those requests.</p> <p><b>Proposal for resolution:</b> The Commission should order U S WEST to implement line sharing immediately. The Technical Team, which included U S WEST's engineers, agreed on the appropriate test plan to meet the Commission's mandate that U S WEST and the CLECs test whether line sharing would significantly degrade voice service. The Technical Test team agreed that all the tested equipment met acceptable standards.</p>	

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3. Will the ADSL equipment of the data CLECs in this matter significantly degrade U S WEST's analog voice service when they share the same copper wire?	Partial.	All the parties agree that the laboratory tests showed that the equipment tested in the lab conformed to the technical parameters described in ANSI T1.413 1998 Annex E with minor variations. The technical team agreed that the variations are acceptable. All of the parties agree that the field test results also were acceptable.	See CLEC position set forth in Issue No. 2.	See U S WEST position set forth in Issue No. 2.
4. Can 911 calls successfully be made across shared lines?	Yes.	Yes.		
<b>Operational Issues</b>				
5. If line sharing is ordered, have the U S WEST and the CLECs agreed to technical conditions for line sharing?	Yes	Line sharing will be available for ADSL only. Any ADSL equipment used for line sharing will comply with applicable industry standards including ANSI T1.413. If line sharing is ordered or agreed to, the CLECs will not request line conditioning during Phase I implementation. To be available for sharing during Phase I, a line must be free of load coils, electronics and/or excessive bridged taps.		
6. Can CLECs effectively pre-qualify a loop for line sharing?	Yes.	CLECs will use existing U S WEST interfaces to pre-qualify a loop for line sharing. U S WEST and the CLECs will continue to work on improvements to existing interfaces.		
7. Can the present U S WEST order form be modified to accommodate a request for a	Yes.	The U S WEST order form can be permanently modified to accommodate a request for a shared line. In the interim, U S		

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
shared line?		WEST and the CLECs will continue to work together on a good faith basis to develop a non-standard LSR that will accommodate a request for a line shared loop. The parties acknowledge that future legal or regulatory action may affect these continued efforts.		
8. Can U S WEST systems be modified to provision shared lines?	Yes.	U S WEST's POTS processes and systems can be modified to provision shared lines.		
9. Has a final shared line provisioning process flow been developed?	Yes.	U S WEST and the CLECs have agreed on a high-level process based on the U S WEST POTS processes. The parties have identified long term changes to U S WEST systems that will allow the POTS process to accommodate line sharing. In the interim, POTS processes will require manual intervention for each order.		

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
10. Who will be responsible for repair and maintenance of a shared line?	Yes.	U S WEST will be responsible for repairing voice services and the physical line from the network interface device at the customer premises to the point of demarcation in the central office. CLECs will be responsible for repairing data services. Each party will be responsible for maintaining its own equipment.		
11. Can U S WEST modify its repair and maintenance systems and processes to accommodate line sharing?	Yes.	U S WEST can modify its repair and maintenance systems and processes to accommodate line sharing. U S WEST and the CLECs are working together to define these modifications. The parties acknowledge that future legal or regulatory action may affect these continued efforts.		
12. Can U S WEST modify its billing systems and processes to accommodate billing both a CLEC and an end-user for a shared line?	Yes.	U S WEST can modify its billing systems and processes to accommodate billing both a CLEC and an end-user for a shared line. U S WEST and the CLECs are working together to define these modifications. The parties acknowledge that future legal or regulatory action may affect these continued efforts.		
13. When will the systems be in place to support line sharing?	Yes..	U S WEST and the CLECs agree that the issues identified in the Gaps Matrix (OSS-2) can be addressed by either an interim or long term solution (where applicable) by 1Q2000, with the exception of Gap 6 regarding billing. The parties agree that it is not necessary to implement an immediate solution to Gap 6 to begin line sharing.		

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
<b>Splitter Deployment</b>		Instead, the parties have agreed that upon the availability of a billing solution to Gap 6 in 2Q2000, back billing will be rendered to true up accounts from the start of service.		
14. Who will own and control the central office splitter?	Yes.	CLECs will purchase the splitters and provide them to U S WEST. U S WEST will lease the splitters for \$0. U S WEST will install, control and maintain the splitters. CLECs will have the option to change splitters. U S WEST and the CLECs are still discussing variations to this plan that may make for more efficient and less costly splitter deployment. The parties have reserved the right to discuss this question again in the future.		
15. Will the CLECs have test access to the shared line at the splitter?	Yes.	Yes. CLECs will have test access where the combined voice and data line enter the interconnection distribution frame. The traditional point of demarcation will be the point where the data line leaves the splitter.		
16. What splitters can be ordered for use in the central office?	Yes.	CLECs can order splitters that either (a) were tested during the technical trials in MPUC Docket No. P-999/CI-99-678; or (b) meet the qualifications for central office equipment deployment set by the FCC in its March 31, 1999 order in Docket No. CC 98-147.		

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
17. How will the network configuration be designed in the central office to accommodate POTS splitters?	Yes.	U S WEST and the CLECs agreed on three possible network configurations. The underlying principles are that the splitter will be located as close to the CLEC DS0 (telephone line) terminations as possible, and the splitters will be pre-wired to the CLEC collocation area.		
<b>Pricing</b>				
18. What are the proper elements of the non-recurring charge for a shared line?	No.		<p>U S WEST did not provide the CLECs with its pricing proposal until this Decision Point List was being drafted. The CLECs therefore did not have an adequate opportunity to review the pricing proposal or its components. The CLECs believe that they should not pay any non-recurring charge that is not also built into the cost support for the Megabit tariff.</p> <p><b>PROPOSAL FOR RESOLUTION:</b>                      The Commission should require U S WEST to charge the CLECs no more than the non-recurring charges built into the cost support for the Megabit tariff.</p>	<ul style="list-style-type: none"> <li>• Basic Installation option</li> <li>• EICT</li> <li>• Trouble Isolation charges (if applicable)</li> </ul> <p>To the extent other element are identified and the systems costs become known, U S WEST reserves the right to amend this cost information.</p>
19. What are the proper elements of the recurring charge for a shared line?	No.		<p>U S WEST did not provide the CLECs with its pricing proposal until this Decision Point List was being drafted. The CLECs therefore did</p>	<ul style="list-style-type: none"> <li>• Shared line</li> <li>• Two - EICT's</li> </ul> <p>To the extent other element are</p>

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
20. What will be the price of the shared line?	No.		<p>not have an adequate opportunity to review the pricing proposal or its components. The CLECs believe that they should not pay any recurring charge that is not also built into the cost support for the Megabit tariff.</p> <p><b>PROPOSAL FOR RESOLUTION:</b>                      The Commission should require U S WEST to charge the CLECs no more than the recurring charges built into the cost support for the Megabit tariff.</p>	<p>identified and the systems costs become known, U S WEST reserves the right to amend this cost information.</p> <ul style="list-style-type: none"> <li>U S WEST will provide a supplemental report to the Commission prior to the hearing.</li> </ul>
21. What are the proper elements of the non-recurring charge for splitter collocation?	No.		<p>The price of the shared line should be the price that is built into the cost support for the Megabit tariff.</p> <p><b>PROPOSAL FOR RESOLUTION:</b>                      The Commission should require U S WEST to charge the CLECs no more than the recurring charges built into the cost support for the Megabit tariff.</p>	<ul style="list-style-type: none"> <li>Quote Preparation Fee</li> <li>Installation/Construction Charge for splitter placement and all other associated components</li> </ul> <p>To the extent other element are identified and the systems costs become known, U S WEST reserves</p>

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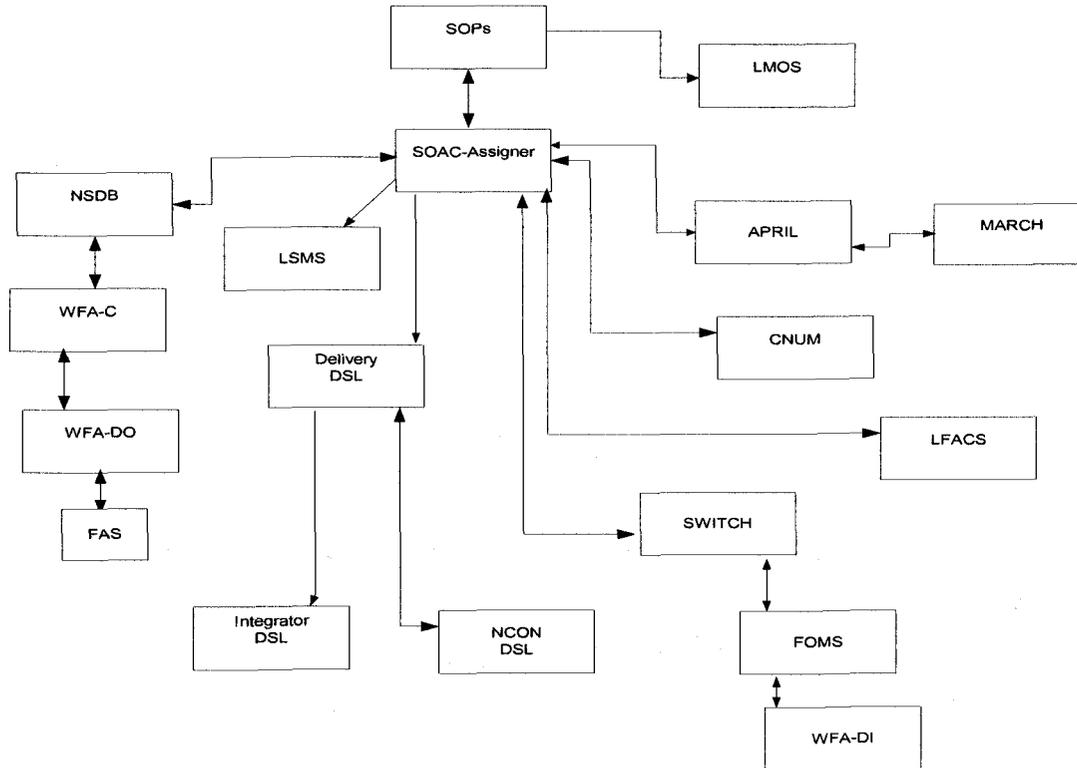
Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
			<p>The CLECs should not have to incur additional charges that arise only because the CLECs did not dispute U S WEST's stated desire to maintain control of the splitter. Such additional charges would include the quote preparation fee for central offices where CLECs are collocated.</p> <p><b>PROPOSAL FOR RESOLUTION:</b>            Because U S WEST wanted to control and maintain the splitter outside of the CLEC collocation area, U S WEST should be required to fund all costs associated with that decision.</p>	<p>the right to amend this cost information.</p>
<p>22. What are the proper elements for the recurring charge for splitter collocation?</p>	<p>No.</p>		<p>U S WEST did not provide the CLECs with its pricing proposal until this Decision Point List was being drafted. The CLECs therefore did not have an adequate opportunity to review the pricing proposal or its components.</p> <p>The CLECs should not have to incur additional charges that arise only because the CLECs did not dispute U S WEST's stated desire to maintain control of the splitter. Such additional charges would include the recurring charges proposed by U S WEST for splitter collocation.</p>	<ul style="list-style-type: none"> <li>• Space lease -- by shelf</li> <li>• Tie cables terminations</li> </ul> <p>To the extent other element are identified and the systems costs become known, U S WEST reserves the right to amend this cost information.</p>

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Issue:	Is There Agreement on This Issue?	Joint Position	CLEC Position & Proposal for Resolution	U S WEST Position & Proposal for Resolution
			<p><b>PROPOSAL FOR RESOLUTION:</b>                      Because U S WEST wanted to control and maintain the splitter outside of the CLEC collocation area, U S WEST should be required to fund all costs associated with that decision.</p>	

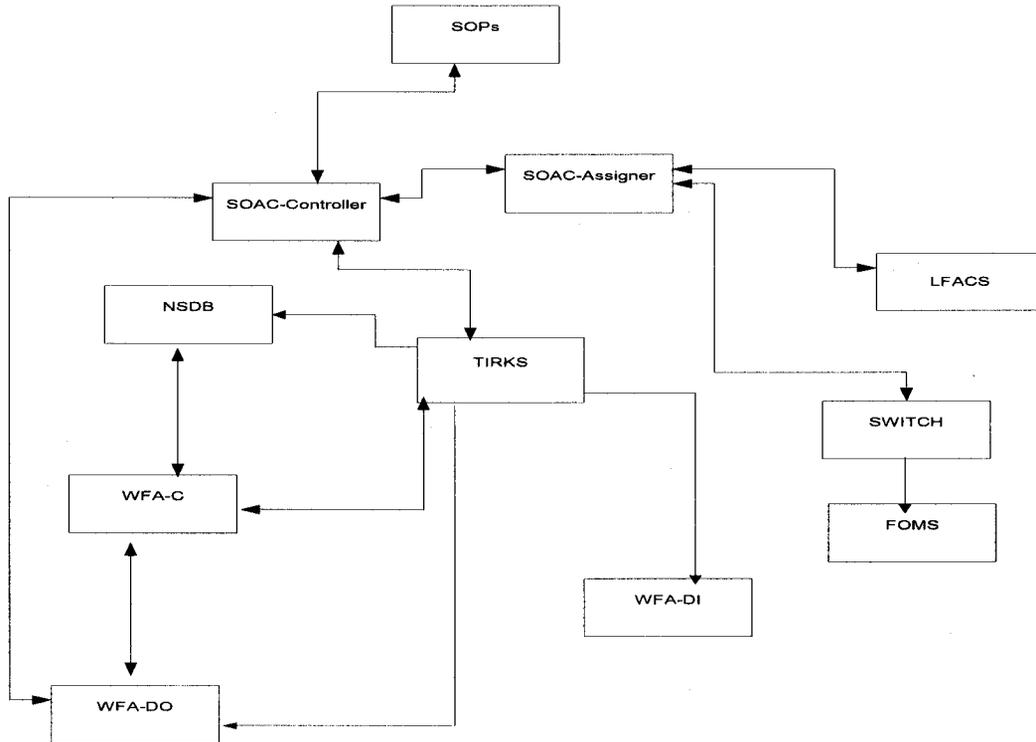
### Provisioning System Flow for Non Design Products

The following diagram is for Non Design products in the Wholesale environment. Some of the systems in the flow are used only when a specific product has been ordered; for example, Delivery, NCON and Integrator are used when Unbundled Packet Switch Virtual Customer Channels are ordered. This flow represents all of the systems that could be used in the non- design flow.



### Provisioning System Flow for Design Products

The following diagram is for design products in the Wholesale environment.



### System Descriptions

<b>APRIL</b>	Switch translations for interfacing with switches.
<b>CNUM</b>	Customer Number system is responsible for the selection and administration of numbers associated with a customer's service. CNUM provides functionality comparable to the telephone number selection features in PREMIS. CNUM provides a single corporate database for the selection, assignment, and administration of telephone numbers and their associated data.
<b>Delivery</b>	Service activation for DSL services.
<b>FAS</b>	Field Access System allows technicians to obtain and close work items via WFA/DO.
<b>FOMS</b>	The Frame Operations Management System supports frame operations and provides information for the Recent Change Memory Administration Center (RCMAC) in a SWITCH System environment. FOMS provides for facility-based inquiries and other activities requiring a provisioning database. FOMS can print frame orders, manage various status indicators and completions, package work for the frame technicians, and generally manage the frame operation.
<b>Integrator</b>	The Integrator system supports the inventory and activation of Lucent DSLAM equipment used for DSL type services.
<b>LFACS</b>	Loop Facilities Assignment and Control Center System assigns outside plant facilities, based on the type of service (design vs. non-design) requested and the serving central office and its wire center. LFACS inventories outside plant loop facilities such as living units, terminals, cables, cable pairs, serving terminals and cross connection boxes.

- LSMS** Local Service Management System is a Qwest system that coordinates number portability activity with regional LLC (Limited Liability Company).
- LMOS** Loop Management Operations System is used to initiate, track and analyze customer trouble reports on Plain Old Telephone Service (POTS) type subscribers. LMOS front-end computers are used by the Maintenance Centers to access trouble testing and reporting for POTS accounts.
- MARCH** A Memory Administration of Recent CHanges system is a computer system that translates line-related service order data into switch-provisioning messages and automatically transmits the messages to targeted Stored Program Control System (SPCS) switches.
- NCON** Network Configuration Manager is a GUI (Graphic User Interface) that:
- captures the network inventory of DSLAMs, including equipment at physical locations and the logical paths from the DSLAM to the ATM cloud;
  - assigns DSL service requests to that inventory;
  - provisions DSL service requests on the DSLAM equipment; and
  - provides a database of circuit layout details from the DSLAM to the ATM cloud.
- NSDB** The Network and Services Database system stores customer and circuit data for special service, message, carrier and enhanced non-designed services. This data is received from the SOAC system during service order activity, and from the TIRKS system upon the issue or reissue of the Work Order Record and Details (WORD) document. NSDB also receives circuit and customer data updates and order completion notifications from WFA/C.
- RSOLAR (SOP)** Regional Service Order Logistics and Reference Service Ordering platform used in the Western region. Used to create, process, and distribute Service Orders.

- SOAC** Service Order Analysis and Control is one of two systems under the FACS "suite" of systems (along with LFACS). Between both systems (LFACS and SOAC), it is a system that supports the entire Provisioning environment for Qwest. It maintains the inventory of Outside Plant records for over 25 million customers in all 14 states. It also processes millions of Service Orders each year and ensures that they are properly provisioned through the necessary systems (SWITCH, TIRKS, MARCH/APRIL, PAWS, etc). SOAC specifically is responsible for Service Order analysis, tracking of the order assignment process, and assignment output.
- SOAC Assigner is the part of the SOAC system that distributes work orders to SWITCH, APRIL, LFACS and CNUM.
- SOAC Controller is the part of the SOAC system that distributes design services orders to TIRKS and WFA.
- SOLAR (SOP)** Service Order Logistics and Reference System enables the creation, maintenance, distribution, and updating of service orders for the Eastern region. Orders are received from various external order generator systems, like SONAR and IFE, as well as being entered through the SOLAR+ terminal network. Orders are distributed to numerous systems, like FACS, LMOS, and CRIS, via on-line, off-line, and batch processes.
- SOPAD (SOP)** Service Order Processing and Distribution allows for online entry of service order information in the Central region. SOPAD is the counterpart to RSOLAR in the Western region and SOLAR in the Eastern Region.
- SOPs** The Service Order Processor is the owner of the official version of the service order from origination to completion and posting in CRIS. The SOPs provide service order update, edit, distribute, resend and tracking. Three systems make up the SOPs, SOPAD for the Central region, SOLAR for the Eastern region and RSOLAR for the Western region.
- SWITCH** SWITCH is an operation's system designed to inventory and assign central office switching equipment and related facilities. It allows Qwest to provision a network that is comprised of both digital and analog technologies.

- TIRKS** The TIRKS system provides for order control and integrated record keeping which allows for highly mechanized provisioning functionality. The TIRKS system is used specifically for designed services and the inventory (equipment and facilities) necessary to provide for the many complex designed services including such items as SONET, DS1, DS3 and Hicap services.
- WFA-C** The Work Flow Administration/Controller system optimizes and consolidates work assignments that presently exist in Complex Service Centers and Network Reliability and Operations Center (NROC's). WFA-C is used to assign, track and document the work activities for Complex service orders and maintenance tickets.
- WFA-DI** The Work Flow Administration/Design system is a mechanized system that significantly reduces the paper flow and support services needed to manage control centers. The WFA-DI system, with its TIRKS system interface and WFA-C interface capabilities, supports and simplifies the coordination, tracking, pricing and assigning of work requests for "designed" as well as certain "non-designed" services. WFA-DI is used by technical, clerical and management personnel associated with a control center. A control center is a term used to describe the work groups that administer the bulk of a central office's daily work.
- WFA-DO** The Work Flow Administration/Dispatch Out system automates the work assignments of technicians who work outside the Central Offices to install and maintain telephone services. It automates such tasks as loading and prioritizing work requests, estimating the time required to do jobs and scheduling the work. It provides on-line status tracking for work requests and helps track productivity of a work center for management use.

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January 14, 2000 Minutes**

**To: Line Sharing Team**

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**Operational Impact Review  
January 14, 2000 Minutes**

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**From:** Jerry Shypulski  
**Re:** OSS/ Operational Impact Review Meeting 01-21-2000

**Up-Coming Meeting Schedule:**

**\*\*\* Next OSS meeting 1/21/00 9:00-11:00 MST Bridge # 303-633-4874\*\*\***

**Agenda:** Discussion around proposal to OBF around Line Sharing LSR Standards  
Review OSS/GAP Matrix  
Review Action Issues  
Identify Items to be referred to Up-Coming Admin Team meeting

**\*\*\* No LSR or Repair Sub-Team meeting week of January 17<sup>th</sup>\*\*\***

**Operational Impact Review  
January 14, 2000 Minutes**

**I. ACTION ITEMS  
Pre-Order and Order**

Assigned to	Due Date	Action Items	Source	Result
1 LSR Subteam		<ul style="list-style-type: none"> <li>Create the proprietary LSR with appropriate ordering fields (e.g., the additional connection points: TN; NC/NCI field used for request type; and the CFA-like connections – splitter)</li> </ul>	10/15/99 #4 11/12/99 #2	<p>12/17/99 LSR sub team met 12/15/99 CLEC request to use IMA as entry point and “push thru” order. -Sub Team researching -May be issues around order routing which may prevent. Priority List of LSR submittals -IMA -Email -Fax</p> <p>12/30/99 Process has been worked out to use IMA 4.2 to submit LSR requests for Line Sharing. Job Aid created and distributed. Test set up for Tuesday 1/4/99 for DLECs to submit “Test” LSRs and USW to track.</p> <p>01/07/00 Plan is to process a series of “walk-through” tests orders on Monday-Wednesday 1/10-1-12.</p> <p>01/14/00 Reviewed this item and its association with OSS/Gap Matrix. Does this satisfy Interim Solution until OBF Long term solution?</p>

<sup>1</sup> Source refers to the Operational Impact Review Minutes Action Items

**Operational Impact Review  
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		<ul style="list-style-type: none"> <li>Investigate submittal of LSR via e-mail</li> </ul>		<p>12/30/99 With the above IMA process, if a DLEC doesn't use IMA, LSRs will be submitted via FAX.</p> <p>01/07/00 IMA Test successful. Plan is to implement for orders in 1<sup>st</sup> three offices. Co-Providers will confirm in writing their concurrence with IMA/LSR interim process and risks associated.</p> <p>01/14/00 Most Co-Providers have confirmed in writing their concurrence. Would like to close item by 1/21/00.</p> <p>01/21/00 The CLECs feel they have all done this. Jerry, please check to see if you have received them all.</p>
2	Linda Miles	<ul style="list-style-type: none"> <li>Refine the estimates of the length of time needed to:               <ul style="list-style-type: none"> <li>➤ Establish edits for USOCs and FIDs</li> <li>➤ Load the tables with USOCs and FIDs</li> <li>➤ Obtain USOCs and FIDs</li> </ul> </li> </ul>	11/12/99 #2	<p>12/17/99 USOCs and FIDs for Line Sharing had been established. Upon receipt of LSR, USW will manually transfer LSR info into USOCs and FIDS.</p>
3	LSR Subteam & Barb Brohl	<ul style="list-style-type: none"> <li>Develop long-term plan for OBF standard LSR to support line sharing and create the documentation required for submittal to OBF.</li> <li>Determine how the request to implement the "standards-based" LSR will be prioritized (through this team or through the CICMP process)</li> </ul>	11/12/99 #1	<p><b>12/30/99 CLOSED</b></p> <p>The next meeting is scheduled for February 2000. <u>Process</u> Must have the information to the committee 3 to 4 weeks in advance. Can walk issues in only if they are fully defined. If there is a full interim between the two official meetings, issues can be reviewed.</p> <p>12/30/99 Will require discussion at next meeting 1/7/99 between DLECs and USW around the synergy between the USW Change Mgmt Process and the interaction with establishing OBF standards.</p>

**Operational Impact Review  
January 14, 2000 Minutes**

				<p>01/07/00 Due to many members being missing this item was determined to be discuss as a group on next week's call.</p> <p>01/14/00 Linda Kosky, USW OBF representative, will attend next Friday's meeting and discuss the upcoming OBF and USW's proposal for Line Sharing standards.</p> <p>01/21/00 Linda Kosky explained the OBF process. She is meeting internally first to ensure that the requirements are clear. She will be sharing her first draft with the CLECs sometime during the week of January 24, 2000 or January 31, 2000 (**Jerry, you need to find out and advise the CLECs with the minutes.***) After that, she will present it to OBF at the February 7 - 11, 2000 meeting. While this can take up to two years for approval, if worked in task forces outside of the scheduled committee meetings, it can be much quicker. After much discussion, it was determined that the absolute earliest date for OBF approval would be the August 2000 meeting.</p> <p>The group wants Linda Kosky to document the process that she described.</p> <p>The CLECs agreed that modification of the UNE loop form was appropriate. (rather than a new form)</p> <p>Linda advised the group who the OBF representatives were from Sprint, Covad, and NorthPoint. Rhythms and New Edge will identify their OBF representatives and advise Linda.</p> <p>The group agreed to queue the issue of prioritization</p>
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## Operational Impact Review January 14, 2000 Minutes

4	Jerry Shypulski and Bill Campbell	<ul style="list-style-type: none"> <li>• With the following pre-order information being provided, will a DLR be necessary?               <ul style="list-style-type: none"> <li>➤ telephone number or address</li> <li>➤ total cable length [no individual gauge sections]</li> <li>➤ sum of the length of all bridge taps</li> <li>➤ presence of DLC</li> <li>➤ DB loss</li> <li>➤ presence of load coils</li> <li>➤ identification of missing segments)</li> </ul> </li> <li>• Compare pre-order information differences between IMA 4.2 and that described on 10/15/99, to the data provided on a DLR.</li> <li>• Is MLT available in pre-order and how does an MLT compare with a DLR?</li> </ul>	10/22/99 #4, 5 & 6	<p>of the implementation of the new LSR in IMA to the Administrative Issues Team.</p> <p>10/25/99 The conference call was held between USWC and DLECs.</p> <p>11/5/99 Bill Campbell will document the outcome of the call. Bill Campbell will document the outcome of the call. MLT is not currently available in pre-order. (It must be identified as a gap for Phase 1.5) Jerry Shypulski will provide documentation on MLT comparison to DLR for inclusion in Bill Campbell's document.</p> <p>12/17/99 Jerry will provide the documentation. There has been more information uncovered about MLT from Repair team to aid this documentation</p> <p>12/30/99 Feedback will be provided at next meeting 1/7/99</p> <p>01/11/00 Documentation comparing MLT to DLR attached to this week's minutes- <b>CLOSED</b></p> <p>01/21/00 The CLECs requested that this action item be re-opened. U S WEST completed its assignment by providing the documentation to the CLECs, however, they still need to review the documentation and determine if a DLR is necessary.</p>
5	Linda Miles	<ul style="list-style-type: none"> <li>• Identify the process for the return of:               <ul style="list-style-type: none"> <li>➤ Held Orders</li> <li>➤ Jeopardy Notifications</li> <li>➤ FOCs</li> <li>➤ Rejects</li> </ul> </li> </ul>	10/29/99 #1	<p>12/17/99 Referred to the LSR sub-team to provide documented process.</p> <p>12/30/99</p>





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			2	<p>Basic questions asked were: Is notification required? Why? Who is responsible to notify? What should notification communicate? What form and input between CLEC &amp; USW?</p> <p>Both sides asked to confer with their Administration Team representatives for next meeting.</p> <p>12/30/99 Based on information from each group's Admin Team representatives, the Decision is End User notification is a DLEC responsibility. And each DLEC will provide their company notification process.</p> <p>Standard USW information, such as reinforcing End User "Voice" repair process and telephone numbers will be provided by USW for inclusion in each DLEC notification.</p> <p>01/07/00 USW would like Co-Provider documentation to re-enforce End User to maintain repair calling process with their voice problems and Co-Providers use AMSC to call in their Data problems. <b>CLOSED</b></p>
	<ul style="list-style-type: none"> <li>➤ DNP and Disconnect</li> <li>➤ T&amp;F (transfer of service to and from location)</li> <li>➤ Accounts that are resold, converted to UNEs, ported out, etc.</li> </ul>			
	<ul style="list-style-type: none"> <li>• Determine if U S WEST can notify the CLECs when the end-user "loses" his/her voice service from U S WEST</li> </ul>			

### Miscellaneous

9	Dennis Pappas	<ul style="list-style-type: none"> <li>• Identify what CTAS can be used for, and does it have any application in a line sharing environment?</li> </ul>	10/29/99 #3	<p>12/17/99 No status</p> <p>12/30/99 <b>CLOSED</b> IMA is the current electronic bonding choice, so CTAS doesn't appear to be a solution.</p>
10	Cliff Dinwiddie	<ul style="list-style-type: none"> <li>• Check w/ Christine Mailloux on the Y-Splice / Half-tap issue.</li> </ul>	10/29/99 #6	<p>12/17/99 No status</p> <p>12/22/99 <b>CLOSED</b> Per Cliff Dinwiddie, Northpoint requests item be closed.</p>

## Operational Impact Review January 14, 2000 Minutes

11	Caryn Anderson	<ul style="list-style-type: none"> <li>Given that the dates on the Gap Matrix moved to timeframes acceptable to the CLECs, is it still necessary to define the difference between a bridge lift and a splitter and determine whether it can be used here?</li> </ul> <p><b>NOTE:</b> USW is inventorying POTS Splitters with the Legacy system SWITCH on an interim basis as miscellaneous equipment. This provides similar inventory results, on the interim, as bridge lifter theory.</p>	11/12/99 #3	<p>12/17/99 The format that USW will use on an interim manual basis does resemble the bridge lifter assignment structure in SWITCH.</p> <p>12/30/99 No update now. Item will probably be closed by next meeting.</p> <p>01/07/00 No status this week.</p> <p>01/14/00 Per Cliff Dinwiddie item can be closed. <b>CLOSED</b></p>
12	Barb Brohl, Jerry Shypulski, & Kevin Stover	<ul style="list-style-type: none"> <li>Make a list of the documents provided during the Operational Impact Review and determine how to get them to the team (investigate e-mail or website)</li> </ul>	New	<p>12/17/99 No status..still under investigation</p> <p>12/30/99 No status at this time.</p> <p>01/07/00 No status this week</p> <p>01/14/00 Barb and Jerry will provide status next week.</p> <p>01/21/00 Barb Brohl advised that the list of documents has been developed:</p> <ul style="list-style-type: none"> <li>Action Items List</li> <li>Process Flows</li> <li>OSS Gap Matrix</li> <li>Priority List of Offices</li> <li>IMA LSR Modifications</li> <li>Job Aids</li> <li>OBF Status</li> <li>Acronym List</li> <li>Documents Filed with MPUC on 11/22/99 (possibly, need to check if any proprietary info)</li> </ul>

## Operational Impact Review January 14, 2000 Minutes

<p>Those documents that do not change will be zipped, but those that do change (e.g. action items list, OBF status) will not be zipped.</p> <p>Barb advised the group that at this time, the files will be e-mailed out on monthly basis. This will be a complete re-fresh. This is in lieu of a secure web site because it was not efficient to have resources work on this rather than the modifications that are necessary to make line sharing work.</p>				
<p>12/17/99 Barb wants to maintain emphasis on this for future meetings.</p> <p><b>12/30/99 CLOSED HERE</b> (see below note) Moved this action item to Pre-Order/Order item number 3</p>		<ul style="list-style-type: none"> <li>Determine how the request to implement the "standards-based" LSR will be prioritized (through this team or through the CICMP process)</li> </ul>		<p>Barb Brohl</p>
<p>01/14/00 New items to Action list. For discussion next week.</p> <p>01/21/00 Kevin Stover advised that until a contract is signed, there is no official name or number. Once it is, Kevin will advise the group.</p> <p>Kevin advised the group that we had no information regarding the Interface Front development effort, and if the CLECs are using it, they need to advise Telcordia who their ILEC partners are so that compatibility can be assured.</p>		<ul style="list-style-type: none"> <li>Discuss long term OSS solution around the Telcordia/ SWITCH and Line Sharing</li> <li>Telcordia Interface Front Development</li> </ul>		<p>Barb Brohl, Kevin Stover</p>

## Firm Order Manager FOC Review

FOC Summary for LSR\_ID: **BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

##### Administration Section #####

CCNA CC PON---- VER AN----- LSR-NO-- PIA EC-VER  
**BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

INIT----- D/TSENT-----  
Service Center **BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

BAN1----- LSP-DSGCON LSP-TELNO  
**BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

##### Order Information Section #####

ORDER-REF-NUM ORD----- DD----- ORD-IND--- AN-----  
**BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

Circuit Information Section

REF-NUM ECCKT-----  
**BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

##### Order Information Section #####

ORDER-REF-NUM ORD----- DD----- ORD-IND--- AN-----  
**BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

Circuit Information Section

REF-NUM ECCKT-----  
**BEGIN CONFIDENTIAL** **END CONFIDENTIAL**

#1

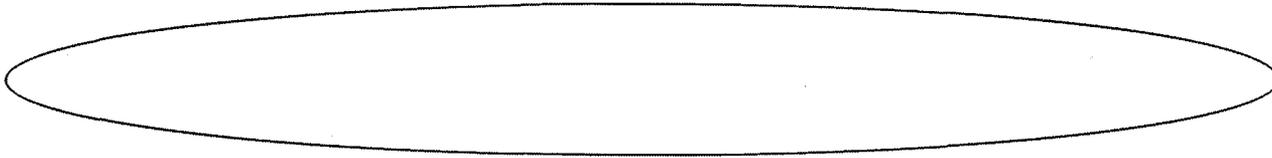
#2

#3 #4 #5

#6 #7

#8

#9 #10

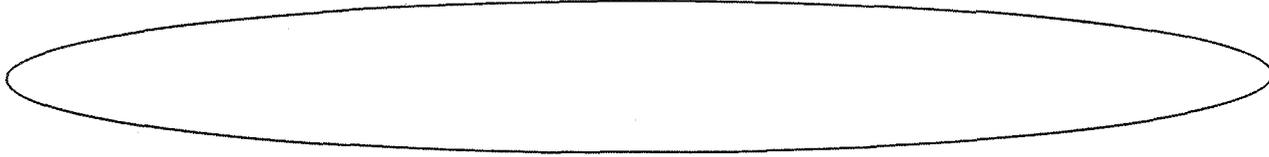


#11

#12 #13

#14 #15

#16 #17 #18





LOCAL PHONE SERVICE   INTERNET/DSL   WIRELESS   LONG DISTANCE   TV SERVICES  
CUSTOMER SERVICE   SEARCH

HOME   RESIDENTIAL   SMALL BUSINESS   LARGE BUSINESS   PARTNERS   WHOLESALE

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#### Local Business Procedures

##### ▶ Getting Started

-Facility Based CLECs

-Resellers

##### ▶ Account Team

##### ▶ Billing - Additional Output

##### ▶ Billing - Billing Percentage Worksheet

##### ▶ Billing - Billing & Receivable Tracking (BART)

##### ▶ Billing - Customer Records and Information System (CRIS)

##### ▶ Billing - Daily Usage File (DUF)

##### ▶ Billing - Integrated Access Billing System (IABS)

##### ▶ Billing - Taxes and Tax Exemption

##### ▶ Bona Fide Request (BFR) & Special Request (SR) Processes

##### ▶ Calling Card/LIDB

##### ▶ Commercial Agreements

### Local Business Procedures

## Billing Information - Customer Records and Information System (CRIS) - V28.0

History Log

### Description

Customer Records and Information System (CRIS) is one of the systems Qwest uses to bill various products and services, which are not billable via any other Qwest billing system.

Qwest will bill you for products and services you purchase from Qwest. The system used to format your bill depends on the type of output requested during the Getting Started process and the products and/or services purchased. CRIS is one of the systems Qwest uses to bill various charges.

If you are a new CLEC and are ready to do business with Qwest, view Getting Started as a Facility-Based CLEC or Getting Started as a Reseller. If you are an existing CLEC wishing to amend your Interconnection Agreement or your New Customer Questionnaire, you can find additional information in the Interconnection Agreement.

Customer Records and Information System (CRIS) is one of the Qwest billing systems.

Some of the charges billed by CRIS are:

- Basic Business Services
- Basic Residence Services
- Centrex
- Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)
- Interim Number Portability (INP)
- IntraLATA Toll
- Local Number Portability (LNP)
- Loops
- Private Line (Digital Switched Services (DSS), Digital Service Level 1 (DS1), Digital Service Level 3 (DS3))
- Unbundled Network Element - Platform (UNE-P) Plain Old

Telephone Service (POTS)

- ▶ Commercial Solutions - Customer Questionnaire
- ▶ Common Language
- ▶ Customer Contacts
- ▶ Directory Ordering
- ▶ Early Order Opportunity
- ▶ Electronic Access
- ▶ Expedites and Escalations Overview
- ▶ Features - Unbundled
- ▶ Forecasting
- ▶ Formal Complaint Process
- ▶ Interconnection Agreements & Amendments
  - Negotiations Template
  - Opt-In Provisions
  - SGATs
- ▶ Local Service Freeze
- ▶ Local Service Ordering Guidelines (LSOG)
- ▶ Long Distance Carrier Selection
- ▶ Maintenance & Repair Overview
  - Repair Escalation List
- ▶ Manual Interfaces
- ▶ Migrations and Conversions
- ▶ Negotiations Process
- ▶ Negotiations Template Agreement
- ▶ Ordering Overview
- ▶ Pre Ordering Overview
- ▶ Proof Of Authorization/

**Availability**

Qwest CRIS billing is offered in Qwest's 14-state local service territory which are organized into three regions (Central, Eastern, Western). They are organized as follows:

Central Region	Eastern Region	Western Region
Arizona	Iowa	Idaho (Northern)
Colorado	Minnesota	Oregon
Idaho (Southern)	Nebraska	Washington
Montana	North Dakota	
New Mexico	South Dakota	
Utah		
Wyoming		

Each region has a separate CRIS billing system. There are some regional differences which could cause the bills to look slightly different; however, the basic information appearing on the bill will be the same.

**Bill Formats**

The bill format media is specified on the Qwest New Customer Questionnaire. If you wish to change your bill format media after initial establishment, refer to Getting Started to update your media choice and forward it to the person listed on the questionnaire.

Your CRIS bill can be received in the following media in all Qwest regions:

- Paper - The Qwest Official Bill of Record, unless one of the following electronic media is selected as the Qwest Official Bill of Record.
- EDI via Network Data Mover (NDM) (dedicated circuit)
- EDI via Value Added Network (VAN)
- EDI via File Transfer Protocol (FTP) (dedicated circuit)
- EDI via the Web
- Carrier Access Billing System/Billing Output Specifications (CABS/BOS) format in an Extended Binary Coded Decimal Interchange Code (EBCDIC) file. This format is available for UNE-P POTS and Unbundled Loop type of accounts only.

The following electronic media is available only with the CRIS paper bill as the Qwest Official Bill of Record:

- Diskette (American Standard Code (ASC)II files)
- Compact Disk Read Only Memory (CD ROM) (ASCII files)
- ASCII files via the Web
- eBilling via the Web

**CABS/BOS Format**

**Letter Of Agency (LOA)**▶ **Provisioning & Installation Overview**▶ **Questionnaire - Amendment**▶ **Questionnaire - New Customer**▶ **Regulatory Commissions**▶ **Service Intervals**▶ **Single Location Routing Number**▶ **Tariff Locations**▶ **Technical Publications**▶ **Telecommunications Associations**▶ **Unauthorized Service Provider Change**▶ **USOC/FID Finder**

Bill and CSR data provided in the CABS/BOS format is an EBCDIC file available via NDM only. This type of billing format is available on UNE-P POTS and Unbundled Local Loop type billing only. You must indicate on the UNE-P Amendment Questionnaire that you wish this type of format.

Deviations from the CABS/BOS standard are documented on a Differences List. If you have selected the CABS/BOS format in an EBCDIC file, then refer to Qwest's Bill Data Tape (BDT) Differences List.

The CABS/BOS format can be selected as the Qwest Official Bill of Record for UNE-P POTS and Unbundled Local Loop type billing only. When you choose the CABS/BOS format as the Qwest Official Bill of Record, the paper bill can be optionally suppressed.

CABS/BOS is a Telecom Industry Guideline format, which is copyrighted and maintained by Telcordia™. You must contact Telcordia directly in order to obtain the CABS/BOS documentation. Contact Telcordia at 800-521-2673 or <http://www.telcordiatechnologies.com/> to order any or all of the CABS/BOS volumes.

The New Customer Questionnaire requires you to provide information concerning the type of bill(s) you will receive.

**Paper Bills**

Unless you otherwise specify, paper bills will be provided for all products and services ordered. The paper bill, unless otherwise specified, is considered the Qwest Official Bill of Record.

**EDI**

Another billing media option is cified, is considered the Qwest Official Bill of Record.

**EDI**

Another billing media option is Electronic Data Interchange (EDI). EDI is a series of standards for transmitting billing data electronically between companies in a structured data format. To receive and process EDI you must utilize the 811 transaction set, and you must have an EDI "translator" to translate the EDI data into a format your system can process. EDI can be delivered using one of the following methods that you select, NDM, FTP, VAN, or Web. More information regarding NDM and FTP can be found at Qwest Interconnect OSS Electronic Access. VANnlications provider and then adds something of "value" to the network. It normally acts as a "mailbox" to house data for end-users.

The EDI bill can be selected as the Qwest Official Bill of Record instead of paper. When you choose the EDI bill as your Qwest Official Bill of Record, the paper bill can be optionally suppressed.

**Diskette**

Billing data is loaded onto 3.5-inch high-density diskettes. The diskette is available in a DOS format and allows stacking of multiple accounts within the same bill period. The format is compatible with many existing spreadsheets, relational databases and word-processing software data packages.

**CD ROM**

CD ROM's are produced on CD's. Available to CLECs with more than \$10,000 of revenue on a single Summary Billing Number.

Both Diskettes and CD ROM's use an ASCII comma delimited format separated into logical subject areas such as payment, toll, monthly service, etc. If Diskette or CD ROM are ordered, the paper bill is considered the Qwest Official Bill of Record.

**Web**

Electronic bill delivery via the Web, is either EDI or ASCII.

A Customer Guide is available to help explain more about EDI or ASCII.

After the New Customer Questionnaire has been received at Qwest, the Qwest Implementation and Deployment Team will schedule a technical meeting with you. This Qwest group can assist you with technical aspects of receiving your bill. You will be assigned a technical contact within this group, once you are established with Qwest.

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**Pricing****Rates**

Cost Dockets are state-mandated rates, determined by each state Public Utilities Commission (PUC) or state regulatory agencies. You will be notified of Cost Docket rate changes when the rates in a specific Interconnection Agreement are updated. You can request a copy of the updated Interconnection Agreement from your Qwest Service Manager. You will be notified by a second notification at least 15 days prior to the implementation of the new rates in the Qwest billing system.

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**Features/Benefits**

Features	Benefits
Summary Billing	Allows you to manage your financials at the Summary Billing Level
Sub-Account billing	Allows you to identify all rates and charges for services you have ordered for each specific end-user

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**Implementation****Summary Billing Account Number (BAN) Establishment**

A requirement prior to any Local Service Request (LSR) activity is the establishment of the Summary Billing Account Number (BAN). The Summary BAN will be established 30 to 45 days after the New Customer Questionnaire is completed, any required deposits paid. Once the BAN is established and a Qwest Billing Service Delivery Coordinator (SDC) is assigned to your account, you will be notified of the Summary BAN number and the LSR activity can begin.

### **Overview of CRIS Billing**

When you submit a LSR, Qwest will complete the requested work and send the service order(s) information to the CRIS billing system. You will receive a daily report of completed orders.

Once the CRIS billing system receives the completed service order(s), it does the following:

- Rates each Universal Service Order Code (USOC) on the order(s), based on tariff information and/or information from your Interconnection Agreement
- Updates the accounts to ensure all information is correct including end-user toll usage
- Updates the Qwest Customer Service Record (CSR) when the account is processed for billing
  - CRIS will update a Qwest CSR within three to five business days. Exception would be if the service order should error. Errors are manually worked and once the error has been fixed, then the service order will take the three to five business days to post.
  - Some errors, due to system constraints, delay the posting of the service order within the first three to five business days. Some examples of these conditions are:
    - Subsequent Order Activity
      - T&F orders
      - N&D order
      - Multiple Orders on the same Summary Ban posting on the same day that have errored.
    - Rate Table Changes
    - Contract Updates
    - Summary Bill Processing Period

You are billed out of the CRIS billing system on a Summary Bill. A Summary Bill provides one bill and payment document per month for multiple accounts, within the same state (mixed Numbering Plan Areas (NPA's) acceptable). The Summary Bill contains Sub Accounts for each end-user account number and depicts detailed charges associated with each end-user. Your Summary Bill will summarize all the billing data from the end-users accounts.

There is a limit of 6000 Sub Accounts per Summary Bill. If you have more than 6000 end-users in one state, Qwest will establish a new Summary Bill. Your Service Delivery Coordinator (SDC) will notify you a minimum of three business days prior to the new Summary Bill effective date. Once a new Summary Bill account number has been established, any new end-user accounts should not be assigned to an old Summary Bill account number. Your Qwest Billing SDC will advise you when you have reached the limit and will advise you of the new Summary Bill account number. The new Summary account number will be assigned for new services and changes as the order flows into Qwest via IMA.

The components of the Summary Account Number will include NPA, Numeric Numbering Plan (NXX), line number (XXXX), and customer code (XXX). Summary Bill accounts are assigned a unique account number, which varies by region as follows:

- Central Region - The Summary Account Number will contain an alpha character in the NXX area. An example for Colorado would be 303-B11-XXX-XXXX.

The Central CRIS region paper Summary Bills will have the NXX value converted to a numeric value. So B11 would become 111. Because this value is changed, a unique alpha letter precedes the account number and customer code. This is known as an alpha type account. The State Alpha code is assigned by state as follows:

STATE	ALPHA
Arizona	J
Colorado	K
Idaho	L
Montana	M
New Mexico	N
Utah	O
Wyoming	P

The account appearance on the paper Summary Bill for Colorado would be i.e., K-303-111-XXX-XXXX.

Summary Bills produced in ASCII would show 303111XXXXXXXX K with the Alpha character floated behind any alpha account

Summary Bills produced in EDI would only show the numeric values. Ex: 303111XXXXXXXX.

This is also the format used for Central Alpha sub accounts. The following table identifies the NPA values for each Central Alpha and the numeric conversion. Colorado examples are used but would reflect the same Alpha value to Numeric value for each Central state.

Central only NPA Conversion Values	
C = 2	Ex 303-C22 is the same as K 303-222
D = 3	Ex 303-D22 is the same as K 303-322
E = 4	Ex 303-E20 is the same as K 303-420
F = 5	Ex 303-F30 is the same as K 303-530
G = 6	Ex 303-G91 is the same as K 303-691
H = 7	Ex 303-H22 is the same as K 303-722
No I value	
J = 8	Ex 303-J30 is the same as K 303-830

K = 9 Ex 303-K89 is the same as K 303-985
---

- Western Region - The Summary Bill account for the Western Region is referred to as a "Z" account ("Z" is the prefix for the Summary Account number). An example of the account appearance for the Western region would be 206 ZXX-XXXX-XXX.
- Eastern Region - The Resale Summary Bill is referred to as an "R" account. The Resale account number consists of the Compressed area code (NPA) followed by "R", then the 2-digit billing date in the NXX field, the line number and customer code, e.g., E-R01-XXXX-XXX.

A UNE Summary Bill is referred to as a "Z" account. The UNE account number consists of the Compressed area code (NPA) followed by "Z", then the 2-digit billing date in the NXX field, the line number, customer code, e.g., E-Z01-XXXX-XXX.

The following Compressed NPA table to can be used to convert the compressed NPA to the full NPA, e.g., E-Z01-XXXX-XXX would be 712-Z01-XXXX-XXX.

State	NPA	Compressed NPA
Iowa	319	C
	515	D
	563	B
	641	A
	712	E
Minnesota	218	1
	320	R
	507	3
	612	2
	651	S
	763	T
	952	U
Nebraska	308	W
	402	V
North Dakota	701	F
South Dakota	605	9

CRIS identifies, formats, rates, and stores all billable call detail records until the time for the calls to be billed on the end-users Sub Account. This only applies as long as Qwest is the underlying toll provider for all toll records of usage by your end-users.

Following usage processing, CRIS produces a Daily Usage File (DUF).

If you have purchased Centrex Plus products, you can elect to receive a Station Message Detail Recording (SMDR) file.

Qwest will establish separate Summary Billing accounts, per state, for the following product groupings:

- Resale (See Note below)
- Unbundled Network Elements (UNE)
- Number Portability
- Public Access Line (PAL)
- Shared Tenant
- Unbundled Network Elements-Platform (UNE-P)

**NOTE:** For the states of Oregon and Washington, the Resale Summary Bills will be separated by Qwest Business accounts and Residence accounts.

CSR data is created when service order activity takes place on a Sub Account. Specific information is created for every main Billing Telephone Number (BTN) and Working Telephone Number (WTN). This includes all bill, listing, service and/or feature information, per line, for each account. CSRs can be requested in either paper or ASCII format (CD ROM/ Diskette/Web). NOTE: Click on the ASCII link to identify the state location. Once your state selection is made, the ASCII reference material will be accessed.

To request paper format CSR's refer to the Pre Ordering Overview.

To request ASCII format CSR's contact your Qwest Service Manager.

If EBCDIC billing files in CABS/BOS format are ordered, CSR information will also be included. Each sub account CSR requested appears in the same CABS/BOS format and will be delivered with the EBCDIC file.

Summary Bills and Sub Accounts must have the same bill date. Each Summary Bill is composed of various sections as follows:

- Common Heading
- Account Summary
- Summary of Accounts

Bills are calculated as follows:

- All Sub Account charges, including recurring, non-recurring, usage, taxes, surcharges, mileage, and adjustments are calculated.
- All charges from associated Sub Accounts are summarized at the Summary Account Level.
- Any payments, adjustments, past due charges, late payment charges if applicable, and/or resend charges are applied.

The following table provides some basic examples of commonly found bill charges. These charges could appear on the Summary Bill or Sub Accounts billing. (NOTE: Refer to either your individual Interconnection Agreement or the tariff for applicable rates and calculations).

Charge	Basic Description

<p>Cancellation Charges</p>	<ul style="list-style-type: none"> <li>• Charge applied when a requested service is cancelled. (Applicable charge will depend upon how far the request for service has progressed in the ordering process)</li> </ul>
<p>Expedite Charges</p>	<ul style="list-style-type: none"> <li>• Charge applied when you request services in less than a standard time frame</li> <li>• Does not apply for Unbundled Loop</li> </ul>
<p>Fractional</p>	<p>Determining the daily rate in all three regions:</p> <ul style="list-style-type: none"> <li>• When service does not span an entire bill period (e.g., new connect or disconnect), the monthly recurring charge is prorated to bill or credit from the date the service was installed or disconnected. The pro-ration calculation is: rate per monthly recurring charge divided by 30 days equals the daily rate.</li> </ul> <p>Determining the actual number of days billed:</p> <ul style="list-style-type: none"> <li>• Calculating the number of days to bill (fractionals) in the Eastern and Western Regions use the actual calendar days. For example, assume using October 29th as a new service connect with a bill date of November 2nd. The billing start date would be October 30th. Counting the actual days, would be October 30th, October 31st and November 1st. The Eastern and Western Regions would bill three days.</li> <li>• Calculating the number of days to bill (fractionals) in the Central Region always assumes a 30 day month. Using the same October 29th new service connect with the same November 2nd bill date, the billing start date would also be October 30th. Based on a 30 day month the days to bill would be October 30th and November 1st. The Central Region would bill 2 days.</li> </ul>

Deposit Interest Credits	<ul style="list-style-type: none"> <li>• Credit assessed on money received in error</li> <li>• Credit assessed on money received to secure service (deposit)</li> <li>• Such credits are based on your Interconnection Agreement or tariff language</li> </ul>
Late Payment Charges	<ul style="list-style-type: none"> <li>• Charge assessed when payment for a bill is not received in a specified time frame</li> <li>• Such charges are based on your Interconnection Agreement or tariff language</li> </ul>
Minimum Billing Period	<ul style="list-style-type: none"> <li>• The minimum period for which services are provided and for which rates and charges are applicable.</li> <li>• When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not</li> <li>• Minimum Billing Periods may not apply to all types of services</li> </ul>
Non Recurring	<ul style="list-style-type: none"> <li>• A charge for specific work activity (e.g. an installation charge)</li> <li>• Rates are either contained in your Interconnection Agreement or tariffed.</li> </ul>
Out of Service Credits/ Adjustments	<ul style="list-style-type: none"> <li>• Credits assessed when a circuit or service is not working.</li> <li>• Such credits can vary from product to product and may not apply in some instances based on your Interconnection Agreement or tariff language</li> </ul>
Primary Interexchange Carrier (PIC)/Local Primary Interexchange Carrier (LPIC) Change Charge	<ul style="list-style-type: none"> <li>• Charge assessed to change pre-selected InterExchange Carrier (IXC) or local Toll Provider</li> </ul>

Recurring	<ul style="list-style-type: none"> <li>• Flat rated monthly charges that apply to each bill period or fraction thereof</li> <li>• Rates are either in your Interconnection Agreement or tariffed.</li> <li>• For billing purposes, each bill period is based on 30 days</li> </ul>
Subscriber Line Charge/ Presubscribed Interexchange Carrier Charge (PICC)	<ul style="list-style-type: none"> <li>• Charge assessed to your end-user for access to long distance.</li> </ul>
Surcharges	<ul style="list-style-type: none"> <li>• Various surcharges assessed by a governing body may be added to the bill, including but not limited to, : 911, Telephone Relay System (TRS), and LNP Cost Recovery</li> </ul>
Taxes	<ul style="list-style-type: none"> <li>• Charges assessed by a governing body on services or products provided. Refer to Taxes and Tax Exemptions for more information.</li> </ul>
Testing Charges	<ul style="list-style-type: none"> <li>• Charges applied to provide a Qwest technician to perform network testing (refer to specific product to determine if charges apply)</li> </ul>
Usage Charges	<ul style="list-style-type: none"> <li>• Charges can be applied on a per minute of use, a per call, or per query basis.</li> <li>• Usage Charges can include the following:            IntraLATA Toll (Local Access and Transport Area) Local Measured Service            Pay Per Use items (i.e., 3 Way Calling, Last Call Return, 976 Calls)</li> </ul>

#### **Toll Guide Information**

To ensure correct billing, Qwest uses a Toll Guide record. This record resides within CRIS and is able to identify and ensure that once any type of usage has been processed through CRIS, it is correctly stored and passed to the correct billing number. A Toll Guide is created for each main line and each additional line. Toll Guides may change at times, such as when service orders are issued that add, change, or delete any of the following:

- Telephone number
- Account number
- Calling plan
- The end-user responsible for the account

A Toll Guide is a telephone number and date-based record which reads the billing number and the date of the usage record to identify which account should be billed that usage. This also ensures that accounts, which have changes, are billed for the correct usage. The guide is not time sensitive, only date sensitive.

When a new account is established, the completion date on the service order will be the Toll Guide established date. When a service order has been issued to establish service on a specific date, any toll from that date forward will be guided to that account until a change or disconnect occurs. For example, a new service order completion date is 6-1-01, the account and guide will establish on the same date, 6-1-01, unless the new account is associated with a disconnect on the same day. In this case, the new guide will establish on the next date, 6-2-01.

When a CLEC responsible for a service is changing, the new account information and Toll Guide establish date will be the completion date plus one-day. This allows the system to final out the old account and Toll Guide effective with the service order date. The new account is established along with the guide the following day. For example, if a change of responsibility service order is completed on 6-1-01 the new account information would be established 6-2-01. This allows any usage created for the old account on 6-1-01 to be properly guided and billed to the old account. This applies to all retail and wholesale migration scenarios including the following types of account migrations:

- CLEC to CLEC
- Retail to UNE-P
- Retail to Resale
- Resale to UNE-P
- Resale to Retail
- UNE-P to Resale
- UNE-P to Retail

When disconnect orders are issued, the service order completion date is used as the date of final service for that account. For example, a disconnect is issued with a completion date of 6-1-01, the guide would show an end date of 6-1-01.

#### **Disputes and Claims**

Once billing has occurred and if you question charges on your bill, you should contact the Qwest Billing SDC assigned to your account. If the Qwest Billing SDC cannot resolve the question, you must submit a written, documented claim for the disputed amount.

The following outlines information you may be requested to supply in your written claim for dispute, if applicable:

- Company Name
- Contact Name, Address, Telephone Number and Email Address
- Date of Claim
- Claim Number/Audit Number
- Product or Service being disputed
- Access Customer Name Abbreviation (ACNA)/Reseller Identification (RSID)
- BAN
- Invoice Number
- Bill Date

- Dispute Reason/Dispute Description
- Dispute Amount
- Dispute From and Through Dates
- Rate Element(s) or USOC(s)
- Jurisdiction
- Factor Information (e.g., Percent of Interstate Usage (PIU), Percent Local Usage (PLU), Border Interconnection Percentage (BIP), other)
- State
- LATA
- Purchase Order Number (PON)
- Telephone Number (TN)
- Exchange Carrier (EC) Circuit ID
- Interexchange Carrier (IC) Circuit ID
- Circuit Location
- Carrier Facility Assignment (CFA)
- End Office Common Language® Facility Identification (CLLI™)
- Usage quantity in dispute

Qwest recommends you pay the total amount due by the Specified Due Date on your bill, even if a claim for dispute exists.

Qwest will provide acknowledgment of your written documented claim of dispute within two business days of receipt. The Qwest Billing SDC will investigate and attempt to resolve the claim of dispute within 30 calendar days. If the Qwest Billing SDC is unable resolve the claim within the 30 calendar days, a status update will be provided to you. Once the claim is resolved, the Qwest Billing SDC will provide the results of the investigation to you in a dispute resolution letter. If a credit is warranted, information regarding an adjustment to the account may be included in the resolution letter.

If the dispute is not resolved in your favor, you could be subject to a Late Payment Charge, if you have not paid the full amount due while the item(s) is in dispute. You should refer to the specifics of your Interconnection Agreement for information concerning Late Payment Charge.

#### **Rate Validation**

Qwest has a process for validation of rates. When Qwest determines a billed rate correction is necessary, you will be notified by your Qwest Billing SDC at least 10-days prior to the correction being made. The 10-day window will begin when the Qwest Billing SDC sends a detailed Rate Change Notification form to you. The Rate Change Notification form will include information explaining the old and new rates, effective date of the correction, etc.

There are three different Rate Correction Notifications Forms that may be received depending on the product/service that is being corrected. The forms are as follows:

- CLEC Identification (ZCID) Rate Notification Form
- ZCID Rate Notification Form Guide
- Resale Correction Notification Form
- Resale Correction Notification Form Guide
- Usage Rate Correction Notification Form
- Usage Rate Correction Notification Form Guide

You may contact your Qwest Billing SDC regarding any questions you

have regarding the Rate Validation process and/or Rate Change Notification form.

### **Bill Resend**

There may be times when you wish to have a copy of a bill resent to you. To do this, you should contact your Qwest Billing SDC.

- Paper Bill - It normally will take 7-10 days for you to receive the requested bill. It is provided by CRIS and there is no additional charge for a paper copy.
- EDI and Web Bill Media - It normally will take two business days for you to receive the requested bill.
- Diskette or CD-ROM - It normally will take seven business days for you to receive the requested bill.

EDI, Web, Diskette or CD ROM may only be available up to 90 days from the bill date. After 90 days there is a potential that the information is no longer available.

When EDI, Diskette or CD ROM resends are requested, you should refer to the specifics of your individual Interconnection Agreement for information regarding the charges for these services.

If you have requested a resend of a bill and the time frame has passed in which you should have received it, you should contact your Qwest Billing SDC.

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## **Training**

Web-based training is available to assist in the interpretation of the various sections of the bill.

### **Qwest 101: "Doing Business With Qwest"**

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register.](#)

### **Introduction to Service Requests & Billing for CLECs**

- This multimedia self-directed process and systems training course is designed to provide you with information to identify the required Access Service Request (ASR) and Local Service Request (LSR) forms, and how to complete the forms to request various services from Qwest. [Click here to learn more about this course and to register.](#)

[Click here for more information and to register for this class.](#)

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## Contacts

### Billing Questions, Disputes and Resends

- Assigned Qwest Billing SDC (Refer to the telephone number printed on your bill). If you are not sure whom to contact, you should call your assigned Qwest Service Manager.

### Bill Media Technical Questions (Once Established)

- Contact your Qwest Service Manager

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## Frequently Asked Questions (FAQs)

### 1. What information is NOT included when the bill is produced on disk?

- OCR Return Document
- Page numbers
- Subtotals
- Major headings
- Logo symbols or carrier names
- Disclaimers, advertising narratives, informational legends
- Line numbers for toll detail
- Anything printed on the back of the bill

A customer guide describing the formats and data content within the diskette is provided to you to assist you in reading the bill.

### 2. What is EDI?

EDI is a series of standards for transmitting billing data electronically between companies in a structured data format. For you to receive and process EDI transmissions you must utilize the 811 transaction set, requiring you to have an EDI "translator" at your end to translate the EDI data into a format your particular system can process. When you order EDI service you will be provided with an EDI Customer Guide.

### 3. Can a dispute be issued verbally?

No, all billing disputes must be submitted in writing.

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**Last Update:** July 16, 2004

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## Resources

### CMP

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- ▶ [CMP Document](#)
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## Change Management Process (CMP)

### Open System CR SCR100104-01 Detail

**Title: Provide Circuit ID on Billing Outputs for the Shared Loop Family of Products**

CR Number	Current Status Date	Level of Effort	Interface/Release No.	Area Impacted	Products Impacted
SCR100104-01	Denied 12/6/2004	-	Wholesale Billing Interfaces/	Maintenance, Repair, Provisioning	UNE, Line Sharing, Line Splitting, Loop Splitting

**Originator:** Berard, John  
**Originator Company Name:** Covad  
**Owner:** Winston, Connie  
**Director:** Winston, Connie  
**CR PM:** Esquibel-Reed, Peggy

#### Description Of Change

Covad requests the circuit id be provided on billing output files such that CLECs can accurately reconcile billing from Qwest. Covad believes Qwest houses the circuit ID but does not pass that information on its billing records. The BTN provided is not sufficient enough for Covad to validate the bills, thus the request for this additional information.

Expected Deliverable:

That Qwest extract the circuit id and provides on all shared loop billing outputs/As soon as possible.

#### Status History

Date	Action	Description

- ▶ **Other System Links**
- CMP**
- ▶ **CMP Home**
- ▶ **CMP Document**
- ▶ **Team Meetings**
  - ▶ **Archive**
- ▶ **Change Requests (CRs)**
  - ▶ **Archive**
- ▶ **CMP Redesign**
  - ▶ **Archive**
- ▶ **Document Review**
  - ▶ **Product/Process Archive & Responses**
  - ▶ **System Archive & Responses**
- ▶ **CMP Oversight Committee**
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- ▶ **Customer Notification Letter Archive**
- ▶ **CMP Calendars**
- ▶ **OSS Interface Releases**
- ▶ **Team Meetings**
- ▶ **Other System Links**

10/6/2004	Info Received From CLEC	Received Covad's Availability for Clarification Call
10/6/2004	Clarification Meeting Scheduled	Clarification Meeting Scheduled for October 14, 2004, based on Covad's Availability.
10/19/2004	Clarification Meeting Held	See Project Meetings Section for Meeting Minutes
10/20/2004	Discussed at Monthly CMP Meeting	Discussed at the October Systems CMP Monthly Meeting; please see the October Systems CMP Distribution Package, Attachment B
10/1/2004	CR Submitted	
10/5/2004	CR Acknowledged	
10/5/2004	Info Requested from CLEC	Email Sent to Covad Requesting Clarification Meeting Availability
12/15/2004	Discussed at Monthly CMP Meeting	Discussed at the December Systems CMP Monthly Meeting; please see the December Systems CMP Distribution Package, Attachment G
11/17/2004	Discussed at Monthly CMP Meeting	Discussed at the November Systems CMP Monthly Meeting; please see the November Systems CMP Distribution Package, Attachment I

**Project Meetings**

December 15, 2004 Systems CMP Meeting Discussion: Connie Winston/Qwest stated that Qwest was asked to explain the cost. Connie stated that when the service order goes to the billing system, the circuit information is in a free flow section and is posted as meaningless data. Connie stated that there are several systems impacted and that a field would need to be created; it would need to be recognized and passed on to the bill output. Connie noted that is what needs to happen just to set it up. Connie stated that there is also the issue with the imbedded base and how to pass text and get it in a formatted field. Connie stated that the front-end and service order billing systems were never asked to retain the information due to the cost and the fact that the information was not necessary. Liz Balvin/Covad asked if the denial was in the CR. Connie Winston/Qwest stated yes. Liz Balvin/Covad asked that the detail that Connie just shared be in the CR. Liz stated that she needs to understand why the cost is so high. Connie Winston/Qwest stated that the information would be added to the response. (Changes to meeting minutes 12/28/04 from Covad) Liz Balvin/Covad stated that the denial is confusing and needs to see the elaborated response in writing. Liz stated that the TN based circuit id is on the FOC and is captured in a fielded format. Liz stated that Unbundled Loop orders do bill by circuit id in the ECCKT field so she does not understand why it cannot be passed to the billing system. Connie Winston/Qwest stated it is because it is \$900,000 of work. (Changes to meeting

minutes 12/28/04 from Covad) Liz Balvin/Covad stated that the FOC provides the information in the ECCKT Field of the FOC and that the billing system is fielded for the ECCKT information. Liz stated that she needs to see if the additional information on the cost and until then she cannot accept the denial. Crystal Soderlund/Qwest stated that for Line Splitting, there is one customer of record and all billing is on one CSR. Crystal stated that for Line Sharing, we are dealing with 2 CSRs. Crystal stated that 2 CSRs are needed in order for billing to remain anonymous to the End User and noted that some of the fields cannot be put on the end user's account. Crystal stated that the cost is to combine the data from 2 separate customer's CSR's for CRIS billing. Liz Balvin/Covad stated that she needs the detail in writing in order to determine if Qwest assessment is appropriate. Connie Winston/Qwest stated that she would do. Liz Balvin/Covad stated that Qwest should have her email with her questions. Jill Martain/Qwest stated that Qwest does have the email and stated that the denial would be revised. There were no additional questions or comments.

December 10, 2004 Email Received from Liz Balvin, Covad: Peggy, Covad requests the detailed intended changes noted by Qwest that drove the cost estimate to 900K which resulted in a denial. Covad questions the economical infeasibility based on the following facts: 1) The shared loop orders are provided for on the Loop Service Form (as are other circuit id format driven orders) 2) Qwest provides the TN formatted circuit ID on the FOC but simply doesn't pass that information to the back-end billing system 3) The billing system today accommodates the circuit id of which Qwest has identified four types (NOTE all fall within the required a/n character field length for circuit id):

A) Serial Number Format - Prefix: 1-2 alphanumeric characters. This is an optional field. - Service code & Modifier: 2-4 alphabetic characters (usually 4). This is a required field. - Serial Number: 1-6 digits. This is a required field. - Suffix: 3 character suffix to the serial number may be required (rarely used). - CO (Company) Code: 2-4 alphabetic characters (usually NW, MS, or PN). This is a required field. - Segment: 1-3 alphanumeric characters. optional for non-multi-point circuits. multi-point segments map to Circuit End Location, e.g. CLK1 = A, CLK2 = B. A Billing Telephone Number (BTN) cannot be used for opening a Trouble Report. The Serial Number Circuit Format must be used.

B) Telephone Number Format - Prefix: alphanumeric characters. required if it exists (not all telephone number circuits have a prefix) - Service Code & Modifier: 2-4 alphabetic characters (usually 4); This is a required field. - NPA: 3 digits. This is a required field. - NXX: 3 digits. This is a required field. - Line: 4 digits. This is a required field. - Extension: 1-5 alphanumeric characters. This is an optional field. For states: AZ, CO, ID, MT, NM, UT, WY, alphas not accepted; convert D1 to 0001, D2 to 0002, etc. - Segment: 1-3 alphanumeric characters. This is an optional field. rarely used

C) Carrier Facility Format - Channel Group Number: 1-5 alphanumeric characters. This is a required field. - Facility Type: 1-6 alphanumeric characters. This is a required field. Examples: T1, T1F, T1U, T1UZF, T1Z, T1ZF, T3 - 'A' CLLI Code: 8 or 11 alphanumeric characters. This is a required field. - 'Z' CLLI Code: 8 or 11 alphanumeric characters. This is a required field. All 4 of the above components are required D) Message Trunk Format - Trunk Number: 1-4 alphanumeric characters. This is a required field. - Traffic Class: 1-2 alphanumeric characters. This is a required field. A hyphen may be allowed - Office Class: 1-2 alphanumeric characters. This is a required field. A hyphen may be allowed A separator is not used between the Traffic Class and Office Class - Traffic Use Code: 2 alphanumeric characters. This is a required field. A hyphen may be

allowed. No separator between Office class and Traffic Use Code - Traffic Modifier: 1-7 alphanumeric characters. This is an optional field. No separator between Traffic Use Code and Traffic Modifier - 'A' CLLI Code: 8 or 11 alphanumeric characters. This is a required field. - Pulse & Direction: 2 alphanumeric characters. This is a required field. - 'Z' CLLI Code: 8 or 11 alphanumeric characters. This is a required field.

- December 6, 2004 Email Sent to John Berard, Covad: John, Attached is a copy of SCR100104-01 Provide Circuit ID on Billing Outputs for the Shared Loop Family of Products. This attachment contains Qwest's response to the request. Peggy Esquibel-Reed Qwest CMP CRPM Peggy.Esquibel-Reed@qwest.com

-- November 17, 2004 Systems CMP Meeting Discussion: Jill Martain/Qwest stated that this CR is currently in Evaluation and that Qwest is looking at potential solutions.

-- October 20, 2004 Systems CMP Meeting Discussion: Liz Balvin/Covad stated that the CR is for billing outputs for the Shared Line products. Liz stated that these are in the POTS flow and noted that Qwest validates on the AN Field. [Comment Received from Covad: Liz stated that these are in the POTS flow which as she understands means Qwest validates on the AN Field instead of the circuit id field. Susie Bliss/Qwest stated that she believes that is per the request of the CLECs. Liz Balvin/Covad stated that Qwest is the only ILEC that is tracking the Shared Line products using the BTN. Liz stated that Covad tracks to the circuit id. Liz stated that the bill reflects the Qwest BTN and is not the WTN that was on the order. Liz stated that this causes Covad to be out-of-synch for bill validation. Liz stated that if Qwest houses the circuit id, that it be placed on the bill. [Comment Received from Covad: Liz stated that the bill reflects the Qwest BTN which may or may not be the WTN that was on the order plus the addition of the unique customer code provided only adds additional out-of-synch conditions from order to bill validation. Liz stated that if Qwest houses the circuit id anywhere in their back-end systems, that Covad requests it be placed on the bill.] There were no other comments or questions. Jill Martain/Qwest stated that this CR will move into Presented Status.

- October 14, 2004 Clarification Meeting

Attendees: John Berard (Covad) Liz Balvin (Covad) Peggy Esquibel-Reed (Qwest) Brenda Kerr (Qwest) Alan Zimmerman (Qwest) Wendy Thurnau (Qwest)

Review Requested (Description of) Change: Peggy Esquibel-Reed (Qwest) reviewed that Covad requests the circuit id be provided on billing output files such that CLECs can accurately reconcile billing from Qwest. Covad believes Qwest houses the circuit ID but does not pass that information on its billing records. The BTN provided is not sufficient enough for Covad to validate the bills, thus the request for this additional information. Peggy stated that the Expected Deliverable is that Qwest extract the circuit id and provides on all shared loop billing outputs/As soon as possible.

Obtain the Business Need from the CR Originator: Peggy Esquibel-Reed (Qwest) asked if the business need that prompted this CR was for bill validation only. John Berard (Covad) stated yes.

Confirmed Impacted Area(s): Peggy Esquibel-Reed (Qwest) asked to confirm that this CR was for Maintenance & Repair and Provisioning. John Berard (Covad) responded yes.

**Confirmed Impacted Interfaces:** Peggy Esquibel-Reed (Qwest) asked to confirm that this CR was submitted for changes to Wholesale Billing. John Berard (Covad) stated yes.

**Obtain Specific Billing Output Files:** Peggy Esquibel-Reed (Qwest) asked for which specific Billing Output Files that this request was to include. Liz Balvin (Covad) asked why the question was being asked. Peggy Esquibel-Reed (Qwest) stated that Qwest needs to obtain as much information as we can during the Clarification Call in order to ensure that the request is fully understood and to prevent problems/issues from occurring in the future regarding the implementation of the request. Peggy asked Covad to please identify the Billing Output Files that Covad is requesting that this CR accommodate. Peggy listed the files of ASCII, Paper, EDI, BOS/BDT, and/or Billmate. John Berard (Covad) stated that he believed that Covad received BOS/BDT files and stated that he would need to confirm. Alan Zimmerman (Qwest) stated that Covad may be receiving Billmate or ASCII files. John Berard (Covad) stated that he would check and confirm.

**Confirmed Impacted Products:** Peggy Esquibel-Reed (Qwest) asked to confirm that this CR is only for the Products listed on the CR: UNE, Line Sharing, Line Splitting, and Loop Splitting. John Berard (Covad) stated yes.

**Additional Discussion Regarding the CR:** Peggy Esquibel-Reed (Qwest) asked Covad if they had additional information regarding the request. Covad stated that there was no additional information to add. Alan Zimmerman (Qwest) stated that currently these are in the POTS flow, not the design flow and that there is no circuit id in the POTS flow. Alan asked if Covad's intent was to move to the design flow. John Berard (Covad) responded no and indicated that he has seen EDI output in a circuit id format, containing alpha's and numerics. John stated that Qwest may just not call it a circuit id but that is what Covad is looking for. Liz Balvin (Covad) asked Qwest to define a design flow. Alan Zimmerman (Qwest) stated that the circuit ids would be obtained from LFACS and is TN based inventory; that is the design flow. Alan Zimmerman (Qwest) stated that currently the FOC has a circuit id with the TN format. Liz Balvin (Covad) stated that there is a circuit id on the FOC but what Covad needs captured on the bill is the circuit that is provisioned. Liz stated that is the true validation step. Liz noted that the BTN is the AN plus the customer code. Liz stated that she has seen examples where the TN is not equivalent to what is sent on the orders, on the Loop Order Form. Alan Zimmerman (Qwest) stated that in the design flow the circuit id would be important but in the POTS flow it is not important and is not retained anywhere. Liz Balvin (Covad) provided 2 examples that provided circuit ids. Liz provided PONs, BTNs, and circuit id's received. Liz Balvin (Covad) stated that Covad does not want to move to the design flow, she realizes that it would be a huge effort. Liz Balvin (Covad) stated that if Qwest has the circuit id, Covad would like it on the billing output. Alan Zimmerman (Qwest) asked if Covad did not have the account numbers and stated that the BTNs are included in the FOCs. Liz Balvin (Covad) stated that she has the AN plus the customer code. Alan Zimmerman (Qwest) asked how that information could not be used for bill validation. Liz Balvin (Covad) stated that for every other ILEC, they validate by the circuit id. Liz stated that Covad would like Qwest to be consistent with the other RBOCs as Covad would have to make coding changes in order to accommodate the BTN. Liz stated that Covad does not provide the customer code, that Qwest provides it and Covad strips it off. Alan Zimmerman (Qwest) asked if that is difficult for Covad to do. Liz Balvin (Covad) stated that it would be a significant change since all the other RBOCs go by the circuit id. Alan Zimmerman (Qwest) stated that Qwest understands the request and

stated that Qwest would review the request. Peggy Esquibel-Reed (Qwest) asked if there any other comments or questions. There were no additional questions or comments.

Establish Action Plan & Resolution Time Frame: Peggy Esquibel-Reed (Qwest) stated that this CR is due for presentation at the October 20, 2004 Systems CMP Meeting and that Qwest would provide the response/status in November 2004.

## **QWEST Response**

### REVISED RESPONSE

January 10, 2005

To: John Berard Covad CC: Jill Martain, Connie Winston, Peggy Esquibel-Reed RE: SCR100104-01 Provide Circuit ID on Billing Outputs for the Shared Loop Family of Products

SCR Description: Covad requests the circuit id be provided on billing output files such that CLEC's can accurately reconcile billing from Qwest. Covad believes Qwest houses the circuit ID, but does not pass that information on its billing records. The BTN provided is not sufficient enough for Covad to validate the bills, thus the request for this additional information.

Expected Deliverable: That Qwest extract the circuit id and provide it on all shared loop billing outputs as soon as possible.

History: A clarification meeting was held on October 14, 2004 with Covad and Qwest representation. At this meeting the request was reviewed and no further questions were required.

Revised Qwest Response: Below is a high level itemization of the LOE for this request. The complexity and cost for this request spans multiple systems from ordering through billing. The Shared Loop circuit id is not currently housed in the ordering or billing systems, thus several systems would require changes in order to create a field for the circuit id, recognize, retain and pass the circuit id information through to the bill output.

In addition to the changes to implement this new functionality, the existing accounts would have to be converted to support the enhancements to the circuit ID. This conversion would require extracting the circuit id from a free flow text to populate the newly created shared loop circuit id field. Additional modifications would have to be made to address the issue that in order for the new circuit id to appear on the CRIS billing account, both the end user and the Line Share billing Customer Service Records will need to be involved.

Process changes for this request would include changes to the media procedures, changes to PCAT documentation, and re-training of Center personnel for bill validation via the electronic media.

Consequently, Qwest is respectfully denying your request for SCR100104-01, due to economic infeasibility.

Cost Summary: Changes to Ordering Systems \$ 25,500 Changes to Billing

Systems 828,500 Process Changes 50,000 TOTAL \$904,000

Sincerely, Qwest

Revised Response December 6, 2004

To: John Berard Covad

CC: Jill Martain, Peggy Esquibel-Reed, Connie Winston

RE: SCR100104-01 Provide Circuit ID on Billing Outputs for the Shared Loop Family of Products

SCR Description: Covad requests the circuit id be provided on billing output files such that CLEC's can accurately reconcile billing from Qwest. Covad believes Qwest houses the circuit ID, but does not pass that information on its billing records. The BTN provided is not sufficient enough for Covad to validate the bills, thus the request for this additional information.

Expected Deliverable: That Qwest extract the circuit id and provide it on all shared loop billing outputs as soon as possible.

History: A clarification meeting was held on October 14, 2004 with Covad and Qwest representation. At this meeting the request was reviewed and no further questions were required.

Qwest Response: Below is a high level itemization of the LOE for this request. The complexity and cost for this request spans multiple systems from ordering through billing. In addition to the changes to implement this new functionality, the existing accounts would have to be converted to support the enhancements to the circuit ID.

Consequently, Qwest is respectfully denying your request for SCR100104-01, due to economic infeasibility.

Cost Summary: Changes to Ordering Systems \$ 25,500 Changes to Billing Systems 828,500 Process Changes 50,000 TOTAL \$904,000

Qwest

- DRAFT RESPONSE

November 5, 2004

RE: SCR100104-01 Provide Circuit ID on Billing Outputs for the Shared Loop Family of Products

Qwest has reviewed the information submitted as part of Change Request SCR100104-01. Based upon research that has been conducted following the Clarification Meeting (held October 14, 2004) and the October 20, 2004 Systems CMP Meeting Qwest is still examining the issue. Qwest will continue to research the problem and provide an updated response at the December Systems CMP Meeting.

Sincerely, Qwest

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**Information Current as of 1/14/2005**

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## Wholesale

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### Products & Services

#### Local Business Procedures

##### ▶ Getting Started

-Facility Based CLECs

-Resellers

##### ▶ Account Team

##### ▶ Billing - Additional Output

##### ▶ Billing - Billing Percentage Worksheet

##### ▶ Billing - Billing & Receivable Tracking (BART)

##### ▶ Billing - Customer Records and Information System (CRIS)

##### ▶ Billing - Daily Usage File (DUF)

##### ▶ Billing - Integrated Access Billing System (IABS)

##### ▶ Billing - Taxes and Tax Exemption

##### ▶ Bona Fide Request (BFR) & Special Request (SR) Processes

##### ▶ Calling Card/LIDB

##### ▶ Commercial Agreements

### Local Business Procedures

## Geographic Deaveraging - General Information - V18.0

History Log

### Description

Geographic Deaveraging is a method of determining the rate structure based on geographic regions. Deaveraged rates are determined by the distance from the central office to the end-users location or rate zone by wire center. The method of deaveraging and applicable products are determined by each state commission and may vary by state.

Geographic Deaveraging applies to the following products:

- Unbundled Local Loop
- Unbundled Network Elements - Platform (UNE-P)
- Unbundled Network Elements Combinations (UNE-C)
- Sub-Loop

### Availability

Geographic Deaveraging is applicable throughout Qwest's 14-state local service territory.

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### Pricing

#### Rates

Rates and/or applicable discounts are available in Exhibit A or the specific rate sheet in your Interconnection or Resale Agreement.

Upon request, Qwest will send revised rate sheets to identify applicable zones, and associated rates. Contact your Qwest Service Manager to place a request.

To request a copy of the zones for the state(s) in which you are

- ▶ Commercial Solutions - Customer Questionnaire
- ▶ Common Language
- ▶ Customer Contacts
- ▶ Directory Ordering
- ▶ Early Order Opportunity
- ▶ Electronic Access
- ▶ Expedites and Escalations Overview
- ▶ Features - Unbundled
- ▶ Forecasting
- ▶ Formal Complaint Process
- ▶ Interconnection Agreements & Amendments
- Negotiations Template
- Opt-In Provisions
- SGATs
- ▶ Local Service Freeze
- ▶ Local Service Ordering Guidelines (LSOG)
- ▶ Long Distance Carrier Selection
- ▶ Maintenance & Repair Overview
- Repair Escalation List
- ▶ Manual Interfaces
- ▶ Migrations and Conversions
- ▶ Negotiations Process
- ▶ Negotiations Template Agreement
- ▶ Ordering Overview
- ▶ Pre Ordering Overview
- ▶ Proof Of Authorization/

operating, contact the state utility commissions.

## Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists.

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## Implementation

In the following states, Geographic Deaveraged rates are determined by the distance from the Central Office to the end-user's location:

- Montana
- Wyoming

You can determine the Geographic Deaveraged rate for the states using distance from the central office to the end-user location by using Address Validation in Interconnect Mediated Access (IMA). The Geographic Deaveraged rate for the address is located in the Rate Zone field (RTZ).

Address Validation returns either a two or four character rate zone. When four characters are returned, the last two characters are always alpha numeric. If only two characters are returned, the address is considered to be in the base rate area for those states that have a base rate zone pricing or Zone 1 for those states that start their deaveraged zone pricing with Zone 1. The last two characters are the zone the address is in and the rate is deaveraged.

Examples:

RTZ 01U2: the U2 indicates the rate is deaveraged for zone 2.

RTZ 02: indicates the address is in the base rate area, no deaveraged zone rate applies.

In the following states, Geographic Deaveraged rates are determined by the wire center:

- Arizona
- Colorado
- Idaho
- Iowa
- Minnesota
- North Dakota
- Nebraska
- New Mexico
- Oregon
- South Dakota
- Utah
- Washington

For additional information on Geographic Deaveraging rate zones by wire center and to obtain the Common Language Location Codes (CLLI™)

**Letter Of Agency (LOA)****▶ Provisioning & Installation Overview****▶ Questionnaire - Amendment****▶ Questionnaire - New Customer****▶ Regulatory Commissions****▶ Service Intervals****▶ Single Location Routing Number****▶ Tariff Locations****▶ Technical Publications****▶ Telecommunications Associations****▶ Unauthorized Service Provider Change****▶ USOC/FID Finder**

refer to MSA & Geographic Zone Data

If necessary, you can determine the CLLI by using the InterCONNECTION (ICONN) Database and entering the Numbering Plan Area (NPA) and Numeric Numbering Plan (NXX) using the Central Office Find option. The database will return the CLLI associated with the applicable wire center.

**Pre-Ordering**

General pre-ordering activities are described in the Pre-Ordering Overview.

Requirements for pre-ordering are described in Local Service Ordering Guidelines (LSOG) Pre-Order.

**Ordering**

Refer to your individual product guidelines.

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**Billing**

The system used to format your bill depends on the type of products purchased.

Customer Records and Information System (CRIS) billing is described in Billing Information - Customer Records and Information System (CRIS).

Integrated Access Billing System (IABS) billing is described in Billing Information - Integrated Access Billing System (IABS).

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**Training****Qwest 101: "Doing Business with Qwest"**

- This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. [Click here to learn more about this course and to register.](#)

View additional Qwest courses by clicking on [Course Catalog](#)

**Contacts**

Qwest contact information is available in the [Wholesale Customer Contacts](#).

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## Wholesale

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### Products & Services

#### Local Business Procedures

- ▶ Getting Started
  - Facility Based CLECs
  - Resellers
- ▶ Account Team
- ▶ Billing - Additional Output
- ▶ Billing - Billing Percentage Worksheet
- ▶ Billing - Billing & Receivable Tracking (BART)
- ▶ Billing - Customer Records and Information System (CRIS)
- ▶ Billing - Daily Usage File (DUF)
- ▶ Billing - Integrated Access Billing System (IABS)
- ▶ Billing - Taxes and Tax Exemption
- ▶ Bona Fide Request (BFR) & Special Request (SR) Processes
- ▶ Calling Card/LIDB
- ▶ Commercial Agreements

### Business Procedures

## MSA & Geographic Zone Data for Pricing, Density, and Maintenance and Repair Intervals

Qwest provides specific information to aid customers in determining pricing, density, product availability, and provisioning/repair intervals. These are provided in several formats including Geographic Deaveraged Zone Tables, Network Identified Wire Center, Rate Centers Maps by Metropolitan Statistical Areas (MSA) Zones and Rural Statistical Area (RSA) Zones, and Interval Tables for Network Wire Centers.

- Geographic Deaveraged Zones by Wire Center
- Network Identified Wire Center
- Rate Center Maps
- Service Intervals by Network Wire Center

## Geographic Deaveraged Zones by Wire Center

Geographic Deaveraged Zones are applicable to specific product offerings and determined by each state commission. See Geographic Deaveraging - General Information for additional information.

Select the state below to view Geographic Deaveraged Zones by Wire Center:

- Arizona
- Colorado
- Idaho
- Iowa
- Minnesota
- North Dakota
- Nebraska
- New Mexico
- Oregon
- South Dakota
- Utah
- Washington

**Last Update:** October 8, 2004

- ▶ Commercial Solutions - Customer Questionnaire
- ▶ Common Language
- ▶ Customer Contacts
- ▶ Directory Ordering
- ▶ Early Order Opportunity
- ▶ Electronic Access
- ▶ Expedites and Escalations Overview
- ▶ Features - Unbundled
- ▶ Forecasting
- ▶ Formal Complaint Process
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- ▶ Local Service Freeze
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- ▶ Manual Interfaces
- ▶ Migrations and Conversions
- ▶ Negotiations Process
- ▶ Negotiations Template Agreement
- ▶ Ordering Overview
- ▶ Pre Ordering Overview
- ▶ Proof Of Authorization/

## Network Identified Wire Center

The Network Identified Wire Center table provides information to relate Qwest's Wire Centers by Metropolitan Statistical Area and Qwest designated zones. The table can be used to determine provisioning and maintenance intervals.

## Rate Center Maps

Rate Center Maps display geographic coverage in Qwest's 14-State Local Service Territory. These wire center maps are displayed as MSA and RSA zones by state.

## Distribution Area (DA) Maps

The Distribution Area (DA) Map is at a wire center level and used to determine which DAs serve a particular area. The DA Map also contains the DA number that is needed on the order form.

Determine service area coverage within Qwest's 14 state local service territory by viewing the Distribution Area (DA) Maps. DA Maps are displayed by selecting a state and a wire center.

## Service Intervals for Maintenance and Repair

The Wholesale Service Interval Guides for Resale, Unbundled Network Elements (UNEs), and Interconnection Services provide details on Qwest's intervals for maintenance and repair based on network wire centers. See the Service Interval Guide for this information.

- Letter Of Agency (LOA)**
- ▶ **Provisioning & Installation Overview**
- ▶ **Questionnaire - Amendment**
- ▶ **Questionnaire - New Customer**
- ▶ **Regulatory Commissions**
- ▶ **Service Intervals**
- ▶ **Single Location Routing Number**
- ▶ **Tariff Locations**
- ▶ **Technical Publications**
- ▶ **Telecommunications Associations**
- ▶ **Unauthorized Service Provider Change**
- ▶ **USOC/FID Finder**

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Deaveraged Rate Zone by Wire Center Arizona  
Wholesale Geographic Deaveraging



Deaveraged Rate Zone by Wire Center  
Arizona

The following table shows the Geographic Deaveraged Zones by Wire Center:

Wire Center (CLI code)	STATE	ZONE
PHNXAZNO	AZ	Zone 1
PHNXAZMA	AZ	Zone 1
PHNXAZEA	AZ	Zone 1
TEMPAZMC	AZ	Zone 1
TCSNAZMA	AZ	Zone 1
TEMPAZMA	AZ	Zone 1
PHNXAZSE	AZ	Zone 1
PHNXAZNE	AZ	Zone 1
SCDLAZSH	AZ	Zone 1
TCSNAZFW	AZ	Zone 1
PHNXAZPR	AZ	Zone 1
SCDLAZMA	AZ	Zone 1
SCDLAZTH	AZ	Zone 1
TCSNAZEA	AZ	Zone 1
PHNXAZNW	AZ	Zone 1
SPRSAZWE	AZ	Zone 1
PHNXAZPP	AZ	Zone 1
PHNXAZMR	AZ	Zone 1
PHNXAZSY	AZ	Zone 1
GLDLAZMA	AZ	Zone 1
PHNXAZMY	AZ	Zone 1
PHNXAZGR	AZ	Zone 1
PHNXAZWE	AZ	Zone 1
PHNXAZ81	AZ	Zone 1
CHNDAZWE	AZ	Zone 1
PHNXAZCA	AZ	Zone 1
MESAAZGI	AZ	Zone 1
MESAAZMA	AZ	Zone 1
TCSNAZCR	AZ	Zone 1
CHNDAZMA	AZ	Zone 1
PHNXAZSO	AZ	Zone 1
PHNXAZBW	AZ	Zone 1
TCSNAZSO	AZ	Zone 1
DRVYAZNO	AZ	Zone 1
TCSNAZRN	AZ	Zone 1
AGFIAZSR	AZ	Zone 1
TCSNAZCA	AZ	Zone 1
TCSNAZNO	AZ	Zone 1
YUMAAZMA	AZ	Zone 1
AZCYAZ03	AZ	Zone 2
CHNDAZSO	AZ	Zone 2
SRVSAZMA	AZ	Zone 2
BRDSAZMA	AZ	Zone 2
SPRSAZMA	AZ	Zone 2
TCSNAZCO	AZ	Zone 2
GDYRAZCW	AZ	Zone 2
TLSNAZMA	AZ	Zone 2
PRVYAZPP	AZ	Zone 2
TCSNAZSE	AZ	Zone 2
FTMDAZMA	AZ	Zone 2
SPRSAZEA	AZ	Zone 2
PRSCAZEA	AZ	Zone 2
SEDNAZMA	AZ	Zone 2
LTPKAZMA	AZ	Zone 2
SEDNAZSO	AZ	Zone 2
CTWDAZSO	AZ	Zone 2
NGLSAZMW	AZ	Zone 2
FLGSAZMA	AZ	Zone 2
PRSCAZMA	AZ	Zone 2
NGLSAZMA	AZ	Zone 2
TCSNAZWE	AZ	Zone 2
FLGSAZEA	AZ	Zone 2
TCSNAZTV	AZ	Zone 2
CSGRAZMA	AZ	Zone 2
YUMAAZFT	AZ	Zone 2
GNVYAZMA	AZ	Zone 2
CTWDAZMA	AZ	Zone 2
CVCKAZMA	AZ	Zone 2
YUMAAZSE	AZ	Zone 2

Wire Center (CLI code)	STATE	ZONE
CRNDAZMA	AZ	Zone 2
GLOBAZMA	AZ	Zone 2
PYSNAZMA	AZ	Zone 2
PAGEAZMA	AZ	Zone 2
SNMNAZMA	AZ	Zone 3
TCSNAZSW	AZ	Zone 3
DGLSAZMA	AZ	Zone 3
PHNXAZLV	AZ	Zone 3
BISBAZMA	AZ	Zone 3
SFFRAZMA	AZ	Zone 3
SRVSAZSO	AZ	Zone 3
MIAMAZMA	AZ	Zone 3
NWRVAZMA	AZ	Zone 3
MSPKAZMA	AZ	Zone 3
WHTKAZMA	AZ	Zone 3
SRVSAZNO	AZ	Zone 3
FLGSAZSO	AZ	Zone 3
CMVRAZMA	AZ	Zone 3
CLDGAZMA	AZ	Zone 3
PINEAZMA	AZ	Zone 3
MARNAZ02	AZ	Zone 3
MARNAZ03	AZ	Zone 3
HGLYAZMA	AZ	Zone 3
MAYRAZMA	AZ	Zone 3
WNSLAZMA	AZ	Zone 3
WCBGAZMA	AZ	Zone 3
SMTNAZMA	AZ	Zone 3
CMVRAZRR	AZ	Zone 3
BLCNAZMA	AZ	Zone 3
MMTHAZMA	AZ	Zone 3
ELOYAZ01	AZ	Zone 3
HGLYAZQC	AZ	Zone 3
BNSNAZMA	AZ	Zone 3
SPRRAZMA	AZ	Zone 3
NGLSAZ03	AZ	Zone 3
BCKYAZMA	AZ	Zone 3
CHVYAZMA	AZ	Zone 3
FLRNAZMA	AZ	Zone 3
KRNYAZMA	AZ	Zone 3
TUBCAZMA	AZ	Zone 3
MARNAZMA	AZ	Zone 3
VAILAZNO	AZ	Zone 3
HMBLAZMA	AZ	Zone 3
PIMAAZMA	AZ	Zone 3
ORCLAZMA	AZ	Zone 3
VAILAZSO	AZ	Zone 3
WLCXAZMA	AZ	Zone 3
CRCYAZMA	AZ	Zone 3
STFDAZMA	AZ	Zone 3
TCSNAZML	AZ	Zone 3
HYDNAZMA	AZ	Zone 3
MRCPAZMA	AZ	Zone 3
WLMSAZMA	AZ	Zone 3
TNCKAZMA	AZ	Zone 3
GRCNAZMA	AZ	Zone 3
YRNLAZMA	AZ	Zone 3
WHTLAZMA	AZ	Zone 3
PLMNAZMA	AZ	Zone 3
WLTNAZMA	AZ	Zone 3
BNSNAZSD	AZ	Zone 3
DDVLAZNM	AZ	Zone 3
FTMDAZNO	AZ	Zone 3
GLBNAZMA	AZ	Zone 3
PTGNAZEL	AZ	Zone 3
ASFKAZMA	AZ	Zone 3
TMBSAZMA	AZ	Zone 3
PTGNAZMA	AZ	Zone 3
JSCYAZMA	AZ	Zone 3
WNBGAZ01	AZ	Zone 3

**WILLIAM R. EASTON**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**JEFF HATCH-MILLER**

**Chairman**

**MARC SPITZER**

**Commissioner**

**WILLIAM A. MUNDELL**

**Commissioner**

**MIKE GLEASON**

**Commissioner**

**KRISTIN K. MAYES**

**Commissioner**

**IN THE MATTER OF THE PETITION )  
OF DEICA COMMUNICATIONS, INC. )  
dba COVAD COMMUNICATIONS )  
COMPANY FOR ARBITRATION OF AN )  
INTERCONNECTION AGREEMENT )  
WITH QWEST CORPORATION )**

**DOCKET NOS. T-03632A-04-0425  
T-01051B-04-0452**

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**REBUTTAL TESTIMONY OF WILLIAM R. EASTON**

**ON BEHALF OF**

**QWEST CORPORATION**

**PAYMENT ISSUES**

**(Disputed Issue Nos. 8-1, 8-2, and 8-3)**

**JANUARY 18, 2005**

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1

**I. IDENTIFICATION OF WITNESS**

2

**Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.**

3

4

A. My name is William R. Easton. My business address is 1600 7th Avenue, Seattle Washington. I am employed as Director – Wholesale Advocacy. I am testifying on behalf of Qwest Corporation ("Qwest").

5

6

7

**Q. ARE YOU THE SAME WILLIAM EASTON WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?**

8

9

A. Yes.

10

**II. PURPOSE OF TESTIMONY**

11

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

12

A. The purpose of my testimony is to respond to the direct testimony of Elizabeth Balvin relating to payment for services and the amount of time that Qwest must wait before Qwest can discontinue taking orders or disconnect services due to Covad's non-payment for services. These are Disputed Issues 8-1 (Due Dates for

13

14

15

1           Amounts Payable), 8-2 (Timing for Discontinuing Orders), and 8-3 (Timing for  
2           Disconnecting Services) in this arbitration proceeding.<sup>1</sup>

3           **III. RESPONSE TO COVAD'S PAYMENT ISSUE TESTIMONY**

4           **Q. ON PAGE 2-5<sup>2</sup> OF HER TESTIMONY, MS. BALVIN OFFERS NEW**  
5           **LANGUAGE ON PAYMENT ISSUES. IS THIS NEW LANGUAGE**  
6           **ACCEPTABLE TO QWEST?**

7           A. No. Covad's revised position is still out of line with industry practice, the  
8           payment terms followed by all other CLECs in Arizona, the consensus language  
9           that was agreed to during the 271 process and the language that appears in  
10          Qwest's Arizona SGAT. Furthermore, in the case of the revised payment due  
11          date language, the new proposal is unworkable from a systems and administrative  
12          standpoint. Covad is now proposing that some bills have a 45 day due date, and  
13          others a 30 day due date, depending on whether certain items appear on the bill.  
14          To implement the necessary system changes would require billing system logic  
15          different from that used for all other Qwest CLEC customers and would require  
16          major effort and expense.

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<sup>1</sup> Although Ms. Balvin's direct testimony identifies payment issues as Issue 9, Covad's Petition for Arbitration identifies them as Issue 8, which is the way I identified them in my direct testimony and the way I identify them here.

<sup>2</sup> All page number references are to the non-confidential version Ms. Balvin's testimony.

1 Even more problematic from a systems standpoint than treating different items on  
2 the same bill differently, is Covad's request that new products be treated  
3 differently for twelve months, and then revert back to the 30 day payment period  
4 used for previously ordered products. This means that the billing systems must  
5 have the capability of determining when a CLEC orders a new product, the  
6 capability to treat bills with new services on them differently, and the capability to  
7 turn off the exception treatment at the end of 12 months. The Covad language  
8 also begs the question of what constitutes a new product. If a CLEC had been  
9 ordering 2 wire loaded loops and at some point in the future ordered a 2 wire  
10 unloaded loop, would this be considered a new product even though there is no  
11 difference from a bill presentation and billing validation perspective?

12 Covad's revised position on this issue is particularly surprising in light of Covad's  
13 testimony before the Colorado Public Utilities Commission. Ms. Megan  
14 Doberneck of Covad was asked by the Administrative Law Judge in Colorado  
15 about limiting the 45 day payment period to specific products as opposed to all  
16 products.<sup>3</sup> Her response was that exceptions for certain items would be difficult  
17 for Covad, stating, "It is extraordinarily difficult, as a business, to create  
18 exceptions to the rule, rather than having a standardized relationship across the

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<sup>3</sup> *In the Matter of Petition of Qwest Corporation for Arbitration of an Interconnection Agreement With Covad Communications Company Pursuant to 47 U.S.C 252(b)*, Docket No. 04B-160T. (Public Utilities Commission of the State of Colorado) Transcript Vol. 1 at pages 88:23 – 89:21 and 110:21 – 111:15. See Exhibit WRE-Reb-1 attached.

1 board.”<sup>4</sup> The new Covad proposal would place that extraordinary difficulty on  
2 both Qwest’s and Covad’s shoulders.

3 **Q. MS. BALVIN ARGUES AT PAGE 22 OF HER TESTIMONY THAT THE**  
4 **30 DAY INDUSTRY PAYMENT STANDARD REALLY RELATES TO**  
5 **ACCESS PRODUCTS WHERE THERE ARE INDUSTRY STANDARDS**  
6 **FOR BILLING FORMATS AND THAT THIS SAME STANDARD**  
7 **SHOULD NOT APPLY TO THE WHOLESALE PRODUCTS WE ARE**  
8 **CONCERNED WITH HERE. DO YOU AGREE?**

9 A. No. First, Qwest’s bill formats for these are well established. Covad has been  
10 receiving an ASCII formatted electronic bill from Qwest for years. Covad has  
11 already had sufficient time to work out their internal processing of these bills.  
12 Qwest also offers an industry standard EDI formatted bill should Covad prefer  
13 that format.

14 Second, Ms Balvin suggests that 30 days is an acceptable timeframe for access  
15 services billing since access services are long-established products. However,  
16 even in 1984, when access service billing was brand new, and both the billing  
17 companies and the recipient companies were dealing with brand new systems and  
18 processes to deal with the new services, 30 days was still an acceptable  
19 timeframe. Attached as Exhibit WRE-Reb-2 is a page from Pacific Northwest

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<sup>4</sup> *Id.* at 111:12-15.

1 Bell's 1/1/84 FCC Access tariff which specifies that bills "are due 31 days  
2 (payment date) after the bill day or by the next bill date (i.e., same date in the  
3 following month as the bill date) whichever is the shortest interval ...." Thirty  
4 days should be acceptable here too. As discussed in my direct testimony, there is  
5 a 30 day payment period in the parties' current ICA, in Qwest's Arizona SGAT,  
6 in numerous ICAs with other CLECs, in Qwest's FCC access tariff (FCC No. 1)  
7 and in the Qwest Arizona Access Service Tariff. Furthermore, in the Commercial  
8 Line Sharing Agreement entered into between Qwest and Covad in April of 2004,  
9 Covad agreed to a 30 day payment term.

10 **Q. WOULD CHANGING THE DEADLINE FOR PAYING THE BILL TO 45**  
11 **DAYS ALLEVIATE THE BILLING PROCESS PROBLEMS COVAD**  
12 **ALLEGES?**

13 A. No. From a process perspective, Qwest would continue to issue bills on a  
14 monthly cycle to Covad. Taking 45 days to verify one month's bill, when the next  
15 month's bill will be arriving in 30 days, would serve only to put the bill  
16 verification process out of synch with the bill payment process. Indeed, under the  
17 process proposed by Covad, and based upon its claim that it requires 45 days to  
18 validate and pay each month's bill, Covad would only have 45 days to review its  
19 first month's bill and would thereafter fall behind in its bill validation, since  
20 subsequent bills are generated every 30 days.

1   **Q.   MS. BALVIN DEVOTES A SIGNIFICANT PORTION OF HER**  
2   **TESTIMONY TO ALLEGED BILLING ERRORS AND DEFICIENCIES.**  
3   **ARE THE DISPUTED PORTIONS OF SECTION 5.4 OF THE**  
4   **INTERCONNECTION AGREEMENT THE APPROPRIATE PLACE TO**  
5   **ADDRESS BILLING PERFORMANCE?**

6   A.   No. The section of the agreement that is in dispute in this arbitration is titled  
7   "Payment," and addresses the obligations of the billed party to make payments in  
8   a timely manner and the actions the billing party may take should payments not be  
9   timely. Covad initially seemed to recognize this, because the only language in  
10   dispute when Covad filed its Petition for Arbitration was the number of days  
11   required to pay a bill and the number of days before Qwest could pursue its  
12   remedies in the event of non-payment. Through this arbitration process, and as is  
13   reflected in its newly proposed language, Covad seeks to insert new issues into  
14   the arbitration proceeding, (i.e. the bill format), that were not part of the  
15   negotiations and that are not appropriately part of this arbitration process. A §252  
16   arbitration proceeding is limited to disputes regarding the language of the parties  
17   interconnection agreement. It is not the proper forum for determining process  
18   changes that will affect the entire CLEC community.

19   Billing format issues, such as those raised by Ms. Balvin, should be addressed  
20   through the Change Management Process (CMP) which was designed specifically  
21   to address process and system issues. Ms. Albersheim's testimony will address

1 issues Ms. Balvin raises regarding the CMP process and explain how CMP  
2 handles process and systems changes.

3 **Q. ON PAGE 7 OF HER TESTIMONY MS. BALVIN ARGUES THAT BILL**  
4 **ANALYSIS IS COMPLICATED BY THE FACT THAT QWEST FAILS TO**  
5 **PROVIDE CIRCUIT ID INFORMATION ON BILLS FOR LINE**  
6 **SHARING SERVICES. PLEASE COMMENT.**

7 A. The real issue here is not that the circuit ID is “missing” as Covad describes it, but  
8 rather that the circuit ID is not the relevant identifier for line sharing services.  
9 Qwest does provide the circuit identification field on bills when the circuit ID is  
10 the relevant identifier for a particular charge. For example, bills for Unbundled  
11 Loops, Private Lines and similar circuits do contain the circuit ID. However,  
12 most telecommunication services do not use the circuit ID as an identifier. In the  
13 case of line sharing, for the reasons discussed in the testimony of Ms. Albersheim,  
14 the relevant identifier is not the circuit ID. To identify line sharing services,  
15 Qwest assigns a unique identification number to the loop over which Covad is  
16 providing line sharing. Ms. Albersheim’s testimony, which discusses the  
17 technical aspects of this issue, explains in detail that Qwest provides this unique  
18 identification number to Covad as a part of the Firm Order Confirmation (FOC)  
19 that is issued in the service provisioning process, just as circuit IDs are provided  
20 via the FOC for those products that are circuit based. As Ms. Albersheim  
21 explains, this unique identification number provides Covad with a direct and

1 efficient means of verifying that the service for which Covad has been billed is  
2 the service that Covad ordered. This identification number is also a part of the  
3 Customer Service Record (CSR) that Covad may readily access electronically.  
4 This process for billing line sharing, its rationale, and the ready means by which  
5 line sharing bills may be validated, have been explained numerous times to Covad  
6 by Qwest billing personnel.

7 **Q. HAS COVAD RAISED THIS CIRCUIT IDENTIFICATION ISSUE IN THE**  
8 **CMP PROCESS?**

9 A. Yes. However, Covad did not raise this as a billing issue in CMP until October of  
10 2004, nearly two years after the parties began negotiation of their interconnection  
11 agreement, and five months after filing its direct testimony in Colorado, the first  
12 state to conduct an arbitration proceeding.

13 **Q. ON PAGE 10 OF HER DIRECT TESTIMONY, MS. BALVIN STATES**  
14 **THAT IN THE ABSENCE OF A CIRCUIT ID NUMBER, COVAD IS**  
15 **“UTTERLY UNABLE” TO CONFIRM WHETHER QWEST IS BILLING**  
16 **COVAD FOR A LOOP IT HAS ORDERED. PLEASE COMMENT.**

17 A. Ms. Balvin's claim is false. As I just discussed, Qwest does provide Covad with  
18 information that allows it to track line sharing orders and validate line sharing  
19 bills. Covad is unwilling to modify its systems to utilize this information and  
20 instead asks that it be treated differently than all other CLECs, requiring Qwest to

1 modify its systems, at an extraordinary cost, and allow payment terms different  
2 than those followed by everyone else.

3 **Q. PLEASE PROVIDE SOME BACKGROUND REGARDING THE LINE**  
4 **SHARING PRODUCT.**

5 A. Several years before the FCC required line sharing, Qwest was the first ILEC in  
6 the country to implement this product and did so in Minnesota in early 2000. In  
7 leading the country with a line sharing product, Qwest and the CLECs, including  
8 Covad, engaged in discussions to make the product available as quickly as  
9 possible. At the CLECs request, Qwest designed line sharing using the non-  
10 design provisioning flow process, a process which does not associate circuit ID  
11 with the services. That implementation was mutually agreed to by Qwest and the  
12 CLECs. The process has been in effect since line sharing began, and Covad has  
13 received bills in essentially the same format since then. It was not until after this  
14 arbitration began that Covad first raised the issue of lack of circuit IDs on bills,  
15 leading one to wonder how serious a billing concern this actually is, as opposed to  
16 an excuse to gain the float of a later payment date.

17 **Q. MS. BALVIN STATES THAT THE LACK OF CIRCUIT ID IS ONLY AN**  
18 **ISSUE WITH QWEST AND IMPLIES THAT QWEST IS OUT OF STEP**  
19 **WITH OTHER ILECS. PLEASE COMMENT.**

1 A. I cannot speak to what other ILECs may do, but I do know that other CLECs in  
2 the Qwest region have been able to work with Qwest line sharing bills.  
3 Apparently they have developed processes so that they can adequately track  
4 orders and validate billing using the information provided by Qwest. Ms.  
5 Albersheim's testimony will discuss this issue in further detail.

6 **Q. MS. BALVIN ALSO STATES ON PAGE 11 OF HER TESTIMONY THAT**  
7 **USOCS ARE NOT ALWAYS PROVIDED ON BILLS. IS THE LACK OF**  
8 **USOCS A COMMON OCCURRENCE?**

9 A. No. USOCs are always provided on Covad's bills in Arizona, making this a moot  
10 argument for the Arizona Commission. Although Qwest routinely and regularly  
11 provides USOCs on bills for all recurring charges, Qwest acknowledges that it is  
12 not currently providing USOCs for some non-recurring charges in its Western  
13 Region. This is the result of a needed system change in the Western CRIS billing  
14 system which will be corrected in a forthcoming release. Since Arizona is in  
15 Qwest's Central region, and not in the Western region, it is not affected by this  
16 issue.

17 Notwithstanding the forthcoming change in the Western Region, and contrary to  
18 Ms. Balvin's assertions, this lack of USOCs in the Western Region does not  
19 complicate bill validation. First, Qwest provides a description of the charge on  
20 the bill even when the USOC is not provided. Thus, from the clear description

1 Qwest provides, Covad knows whether the non-recurring charge being billed is  
2 for a “ONE TIME CHARGE FOR INSTALLATION/CHANGE” or a “BASIC  
3 INSTALLATION ON ADDITIONAL LOOPS” or a “CHARGE FOR REPAIR  
4 VISIT WHEN NO TROUBLE IS FOUND IN TELCO EQUIPMENT” (all actual  
5 quotes from recent ASCII-formatted wholesale bills). This clear description  
6 facilitates bill validation.

7 Second, since the number of applicable non-recurring USOCs is relatively  
8 limited, it is not burdensome to validate the charged amounts to expectations in  
9 those limited instances where the USOCs are missing. For example, for Covad’s  
10 two-wire unbundled loop today, there are only eight installation USOCs  
11 applicable. In addition, there is a single USOC for the Network Interface Device’s  
12 installation, and a single USOC for an order charge. It is not onerous to account  
13 for ten installation USOCs—even manually. These ten USOCs would account for  
14 the vast majority of Covad’s unbundled loop installation charges. Even including  
15 the very rarely-used USOCs for Design Layout Reports (three USOCs) and  
16 excess labor charges (ten USOCs), the task is still quite manageable. Outside of  
17 the installation process, Maintenance and Repair charges (the other category of  
18 non-recurring charges) involve a similarly small and manageable number of  
19 USOCs. Third, bill validation does not necessarily require USOC data at all. The  
20 entire purpose of bill validation is to determine whether or not charges match  
21 what is expected, and if not, to determine why not. So, to do thorough bill

1 validation, Covad must compare the amounts billed for any given service to the  
2 expectation. If those amounts match, as they should, no further investigation is  
3 required.

4 To conclude, this is not an issue that affects Arizona billing, should not  
5 meaningfully inhibit Covad's bill validation process, and will be enhanced in  
6 Qwest's western states in a forthcoming system release.

7 **Q. ON PAGE 15-16 MS. BALVIN CITES THE USE OF A COMMON USOC**  
8 **FOR MULTIPLE RATE ZONES AS A FACTOR COMPLICATING BILL**  
9 **REVIEW. DO YOU AGREE?**

10 A. No. The zone information is implicitly on the bill because the monthly rate being  
11 charged is directly related to the particular zone for a state. Although Ms. Balvin  
12 does not explain that Covad may use the USOC to confirm that the rate is correct,  
13 the presence of the common USOC and the specific rate on the bill allow for a  
14 comparison of the rate with the allowable zone rates for that USOC. This  
15 comparison is easy to mechanize. Further, Qwest's use of the same USOC for  
16 multiple rate zones means Covad has fewer USOCs to keep track of, thereby  
17 simplifying bill validation. As Ms. Balvin acknowledges, there are only three  
18 different zones to be concerned with in Arizona. If Covad truly has "state of the  
19 art" billing validation software as it has claimed in other proceedings, it should  
20 easily be able to mechanically validate the rates for the different rate zones. Ms.

1 Albersheim's testimony will discuss the technical aspects of the way in which  
2 Qwest provides zone information and how that can be used by Covad for bill  
3 validation.

4 **Q. PLEASE COMMENT ON MS. BALVIN'S STATEMENT ON PAGE 16**  
5 **THAT ALL DISCONNECTS MUST BE RESEARCHED MANUALLY**  
6 **AND INDIVIDUALLY TO MAKE SURE THAT THE DATE ON THE**  
7 **DISCONNECT IS CORRECT.**

8 A. It may be that Covad chooses to validate disconnects manually. This process,  
9 however, is easily mechanized. Since Qwest provides the disconnect date on all of  
10 its electronic bills, Covad must simply build a mechanical routine to compare that  
11 disconnect date to the disconnect date expected according to Covad's records.  
12 That the CLEC industry by and large operates on the commercially standard thirty  
13 day payment due date belies Covad's argument that this and other bill validation  
14 steps cannot be reasonably accomplished within thirty days.

15 **Q. ON PAGE 13 OF HER TESTIMONY, MS. BALVIN DISCUSSES WHY**  
16 **COVAD BELIEVES MORE TIME IS REQUIRED TO PAY BILLS**  
17 **WHICH CONTAIN NEW SERVICES. PLEASE COMMENT.**

18 A. Interestingly, Covad did not raise payment for new services as a concern in the  
19 Colorado or Washington proceedings, nor was it mentioned in Covad's Arizona  
20 petition. The issue first arose in Minnesota at the suggestion of the Department of

1 Commerce, and I disagree with Covad's proposal for a number of reasons. First,  
2 as I noted at the beginning of the testimony, treating new services in the manner  
3 proposed by Covad would create an administrative and systems nightmare,  
4 requiring a reworking of standardized billing and collections practices to allow for  
5 exceptions based on whether services have been ordered previously and a  
6 corresponding rewriting of systems logic to accommodate the changes.

7 Second, "New rate elements, new services, or new features not previously ordered  
8 by CLEC" is an overly broad definition that exaggerates the degree to which  
9 accommodations must be made when "new products" are ordered. The example  
10 cited earlier perhaps best illustrates the nature of this concern. Under this overly  
11 broad definition of new products, a CLEC which had been ordering 2 wire loaded  
12 loops and at some point in the future ordered a 2 wire unloaded loop, would be  
13 allowed extra time to pay its bills for the next 12 months, even though there is no  
14 difference in the two services from a bill presentation and billing validation  
15 perspective. The exception treatment afforded by this language makes the system  
16 far too susceptible to gaming. One need only order an element that had not been  
17 purchased previously to increase the time you have to pay your bills by 50% for  
18 the next 12 months.

19 Third, Covad provides no justification for the 12 month period. Ms. Balvin  
20 provides no examples of past "new services" which required more time for

1 validation and does not explain why it would take Covad a full year to begin  
2 validating the bills for these products in a timely manner.

3 Finally, Covad overstates the degree to which accommodations are required on its  
4 part when new services are ordered. These new services will be billed by the  
5 same billing systems that Covad has been working with since it began doing  
6 business with Qwest in 1998 and in most cases the new services will require little,  
7 if any, accommodation from a billing validation perspective. Qwest provides  
8 documentation of its billing processes and Qwest service delivery coordinators are  
9 available to help answer any questions CLECs may have. Covad is asking to be  
10 treated differently than the other CLECs who order new services, validate bills  
11 and make payment within the 30 day time period.

12 **Q. DO YOU AGREE WITH MS. BALVIN'S ASSERTION AT PAGE 6 THAT**  
13 **QWEST HAS NO INCENTIVE TO FIX BILLING DEFICIENCIES GIVEN**  
14 **ITS PROPOSED TIME FRAMES?**

15 A. No. First of all, Qwest does not agree that its bills are deficient. As a part of the  
16 271 approval process, an extensive review of Qwest's wholesale billing processes  
17 was conducted and, based upon this review, the FCC, the Arizona Third Party  
18 Test administrator and the Arizona Commission concluded that Qwest's billing  
19 processes satisfied the checklist requirements. It should be noted, however, that  
20 Qwest has every incentive to provide accurate bills, by virtue of the fact that the

1 parties operate under the Qwest Performance Assurance Plan (QPAP) which  
2 provides for payments to Covad for inaccurate billing. Performance indicator BI-  
3 3A is calculated each month to determine billing accuracy.

4 **Q. ARE THESE QPAP PAYMENTS FOR BILLING INACCURACY OVER**  
5 **AND ABOVE THE INTERCONNECTION AGREEMENT PROVISIONS**  
6 **FOR DISPUTED AMOUNTS?**

7 A. Yes. For example, in cases of over billing, Covad will receive credit for the  
8 amount of the over billing, and any associated interest as well as the applicable  
9 payment under the QPAP. Given the dollar amounts at stake, Qwest clearly has  
10 every incentive to bill as accurately as possible.

11 **Q. ON PAGE 21 OF HER DIRECT TESTIMONY MS. BALVIN ASSERTS**  
12 **THAT "QWEST APPARENTLY NOW IS ATTEMPTING TO MODIFY**  
13 **ITS PAP OBLIGATIONS." HOW DO YOU RESPOND?**

14 A. Ms. Balvin is apparently referring to Qwest's plan to not renew the Long Term  
15 PID Administration (LPTA) process after its initial term ended. Contrary to Ms.  
16 Balvin's assertions, LPTA was never an obligation under the Performance  
17 Assurance Plan. The LPTA was a voluntarily agreed to approach by Qwest,  
18 CLECs, test vendors and State Commission Staffs during the 271 process to  
19 address performance measurements by which Qwest would demonstrate that it  
20 met its non-discriminatory obligations under the Telecommunications Act of

1 1996. Based upon Qwest's experience, Qwest believes that discussions on  
2 performance measurement issues will be more productive in a less formal  
3 business setting. Going forward, Qwest has established a PID modifications  
4 process whereby CLECs can identify and address performance-related issues.  
5 Contrary to Ms. Balvin's claims, this change does not modify Qwest's PAP  
6 obligations.

7 **Q. AT PAGE 17 OF HER TESTIMONY MS. BALVIN ARGUES THAT**  
8 **QWEST WANTS MONTHLY PAYMENT ON OR BEFORE IT EVEN**  
9 **PROVIDES A FULL MONTH'S SERVICE. PLEASE COMMENT.**

10 A. Ms. Balvin is mistaken. First, all non-recurring charges and usage charges are  
11 billed in arrears. Second, while it is true that recurring charges are billed in  
12 advance, all service will have been provided by the time the bill is due, 30 days  
13 after the invoice date. I would point out that the billing of recurring charges in  
14 advance is the standard in the industry and is in fact the practice followed by  
15 Covad in billing its own customers.

16 **Q. MS. BALVIN USES THE WORDS "DESTROY", "DEVASTATING" AND**  
17 **"FATAL" WHEN REFERING TO ACTIONS QWEST MAY TAKE IN**  
18 **CASES OF NON-PAYMENT. PLEASE COMMENT.**

19 A. Insisting that a customer pay for services provided and disconnecting service if  
20 the customer has not paid the undisputed portion within 3 months of the invoice

1 date is not the draconian remedy that Covad makes it out to be. Rather, it should  
2 be viewed as a prudent business practice, one agreed to by the CLECs, including  
3 Covad, during the 271 process and one followed by Covad itself. Indeed, as I  
4 pointed out in my direct testimony, Covad's own policy does not require it to wait  
5 for any period past the 30 day due date before it disconnects services to its  
6 customers.

7 **Q. MS. BALVIN'S TESTIMONY SUGGESTS THAT QWEST CAN**  
8 **EXERCISE ITS DISCONTINUANCE AND DISCONNECTION**  
9 **REMEDIES FOR NON-PAYMENT OF ANY PORTION OF THE BILL.**  
10 **SPECIFICALLY, AT PAGE 5 OF HER TESTIMONY MS. BALVIN**  
11 **QUESTIONS "WHETHER IT IS APPROPRIATE FOR QWEST TO STOP**  
12 **RECEIVING NEW ORDERS 30 DAYS AFTER THE PAYMENT DUE**  
13 **DATE REGARDLESS OF DISPUTED RECORDS". PLEASE COMMENT.**

14 **A.** Ms. Balvin's question and discussion of Qwest's discontinuance and  
15 disconnection remedies ignore the language of the agreement which states:

16 5.4.2 One Party may discontinue processing orders for the failure of the  
17 other Party to make full payment for the relevant services, *less any*  
18 *disputed amount* as provided for in Section 5.4.4 of this Agreement, for  
19 the relevant services provided under this Agreement within thirty (30)  
20 calendar Days following the payment due date. [Emphasis added.]

21  
22 The language in the agreement clearly does not allow Qwest to discontinue taking  
23 orders or disconnect service for non-payment of disputed amounts. Therefore, the

1           only time Qwest can exercise its remedies is if Covad were to fail to pay the  
2           *undisputed* portion of its bills.  
3

4   **Q.   DO YOU AGREE WITH MS. BALVIN THAT QWEST HAS LITTLE TO**  
5   **NO EXPOSURE BECAUSE THERE ARE STILL DEADLINES THAT**  
6   **COVAD MUST MEET IN ORDER TO CONTINUE RECEIVING**  
7   **SERVICES FROM QWEST?**

8   **A.**   No. Extending the deadlines clearly increase Qwest's exposure. The problem  
9           with extending the deadlines as Covad is proposing is that it allows a CLEC to  
10          continue to incur months of additional liabilities when, due to the lack of  
11          payment, there is already an indication that Qwest may have difficulties collecting  
12          the monies it is owed. Under Covad's proposal, a CLEC would be allowed to  
13          incur an additional two months of liabilities after it had missed making a payment  
14          before Qwest could discontinue taking orders, and a third month before Qwest  
15          could disconnect it.

16          Qwest's proposal provides a logical link between providing service and protecting  
17          against non-payment. Section 5.4.5 of the interconnection agreement, which  
18          deals with repeated delinquency, allows Qwest to secure a deposit approximating  
19          two months of billing. Then, in this disputed language, Qwest seeks to suspend  
20          orders once bills are thirty days past due. Since there is one month of service on  
21          the past due bills, and another month of service passes before Qwest begins to

1 suspend order activity, Qwest would begin suspension activity only after its  
2 protection, in the form of a two-month deposit, has been exhausted by two months  
3 of billing. Disconnection of service would not begin until Qwest was well beyond  
4 the financial protections afforded by the deposit. Clearly, Qwest is being  
5 reasonable in its timeframes. To extend them beyond what they are in the existing  
6 contract, and what is in Qwest's proposed language, would leave Qwest with  
7 unjustified additional financial exposure.

8 **Q. BASED UPON RECENT EVENTS, ARE QWEST'S CONCERNS**  
9 **REGARDING THE EXTENDED TIME FRAMES PROPOSED BY**  
10 **COVAD FOR THESE DISPUTED ISSUES HYPOTHETICAL?**

11 A. No. Over the past several years, Qwest has found itself in the position of being  
12 left with large receivables when CLECs exited the local exchange market and  
13 filed Chapter 7 bankruptcy. These recent experiences highlight the need for more,  
14 not less, stringent time frames for payment. The extended time frames proposed  
15 by Covad, especially considering the ability of other CLECs to opt-in to this  
16 agreement, will only unreasonably increase Qwest's financial exposure.

17 **Q. CAN YOU PROVIDE A RECENT EXAMPLE WHERE QWEST WAS**  
18 **LEFT WITH A SUBSTANTIAL UNPAID BILL?**

19 A. Yes, in Decision No. 66984, dated May 11, 2004, the Commission revoked the  
20 CC&N of the Phone Company Management Group ("PCMG") based on its

1 investigation and ultimate findings that the CLEC was not a viable company and  
2 was unable to provide telecommunications service to Arizona customers. By the  
3 time Qwest was permitted to cease providing wholesale services to PCMG, Qwest  
4 was left with nearly two million dollars in uncollectible debt.

5 **Q. WHAT SUPPORT DOES COVAD PROVIDE FOR EXTENDING THE**  
6 **TIME FRAMES BEFORE QWEST CAN TAKE ACTION IN CASES OF**  
7 **NON-PAYMENT?**

8 A. The sole support that Covad provides is to argue that the non-payment remedies  
9 would have a devastating impact on its business and therefore Qwest should be  
10 required to delay taking action in cases of non-payment. The CLEC community  
11 agreed during the 271 process that the non-payment remedies and time periods  
12 strike the proper balance between CLECs' and Qwest's interests. Qwest's  
13 proposed language carries forward that balance whereas Covad's proposed  
14 language, without justification, shifts enormous additional risk to Qwest of never  
15 being paid for the services it provides.

16 **Q. ON PAGES 19-21 OF HER TESTIMONY MS. BALVIN REFERS TO AN**  
17 **ARIZONA DS3 UDIT BILLING ISSUE. PLEASE COMMENT.**

18 A. In her testimony, Ms. Balvin discusses Covad's billing dispute of DS3 UDIT.  
19 The rates for DS3 UDIT were ordered by the Arizona Commission in Phase II of  
20 the Wholesale Cost Docket in Decision No. 64922, dated June 12, 2002.

1 Contrary to Ms. Balvin's testimony, Qwest, in the Cost Docket proceeding, put  
2 forth its cost model which included separate rates for entrance facilities and  
3 transport. The Commission rejected Qwest's cost model and adopted the HAI  
4 model presented by the CLECs actively involved in the Cost Docket proceedings.  
5 The HAI model adopted by the Arizona Commission combined the entrance  
6 facility and transport. Qwest implemented the ordered rate and rightfully billed  
7 the CLECs according to the ordered rate. This was not an error as Ms. Balvin  
8 states in her testimony and certainly does not support Covad's position this was a  
9 bill dispute. Had Covad chosen to participate in the Cost Docket, they would  
10 have known that the HAI model combined the entrance facility and transport rate  
11 and could have raised their concerns in the proper forum. To imply this was a  
12 billing dispute which supports their argument for extending the time to pay Qwest  
13 is totally unfounded. Qwest implemented and billed lawfully ordered rates.

14 **Q. WAS COVAD ASSESSED LATE PAYMENT CHARGES ON THE**  
15 **BILLED AMOUNTS IT WITHELD RELATED TO THE COST DOCKET**  
16 **ORDER?**

17 A. No. Qwest agreed that it would not hold CLECs in default for refusing to pay the  
18 ordered rate. Contrary to the suggestion in Ms. Balvin's testimony, there was no  
19 threat of Covad being disconnected or having other actions taken against it for its  
20 refusal to pay this charge.

1 **Q. DID QWEST DEMAND A DEPOSIT FROM COVAD AS A RESULT OF**  
2 **THESE WITHELD PAYMENT AMOUNTS?**

3 A. No.

4 **Q. DID QWEST STOP TAKING COVAD ORDERS OR DISCONNECT**  
5 **COVAD SERVICE AS A RESULT OF THE WITHELD AMOUNTS?**

6 A. No.

7 **IV. SUMMARY/CONCLUSION**

8 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

9 A. The disputed portions of section 5.4 of the interconnection agreement have to do  
10 with the obligations of the billed party to make payments in a timely manner and  
11 the actions the billing party may take to protect itself when payments are  
12 untimely. Qwest's proposed language and timeframes strike a balance between  
13 the needs of both parties, as reflected by the fact that these timeframes and  
14 language were agreed to by the CLECs (including Covad) during the 271  
15 workshops. In its testimony on payment issues, Covad ignores the notion of  
16 balance, ignores the language in other, undisputed portions of the agreement that  
17 protects Covad's legitimate concerns and instead focuses only on purported  
18 disadvantages to Covad. Covad also raises billing concerns here that are more  
19 appropriately addressed through the Change Management Process, the

1 Performance Assurance Plan or the other resources Qwest has long made  
2 available to Covad through the designated Billing Service Delivery Coordinators  
3 and Service Managers. In the end, Covad offers no compelling reason why the  
4 payment due date that the two parties have been operating under since 1999, and  
5 other terms which were agreed to by all parties during the 271 workshops, should  
6 now be modified.

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

8 **A.** Yes, it does.

9

**Exhibit WRE-Reb-1**

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BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF COLORADO

Docket No. 04B-160T - Volume 1

\* \* \*

IN THE MATTER OF THE PETITION OF QWEST CORPORATION  
FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH  
COVAD COMMUNICATIONS COMPANY PURSUANT TO 47 USC  
SS 252 (b) .

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Pursuant to notice to all parties of interest,  
the above-entitled matter came on for hearing at  
9:30 a.m., June 21, 2004, at 1580 Logan Street,  
Office Level 2, Denver, Colorado, before  
Adminstrative Law Judge Mana Jennings-Fader.

APPEARANCES

For Qwest Corporation: WINSLOW WAXTER, ESQ.  
1005 17th Street  
Suite 200  
Denver, Colorado 80209  
JOHN DEVANEY, ESQ.  
1899 Wynkoop  
Denver, Colorado 80202

For Covad Communciations: ANDREW NEWELL, ESQ.  
1515 Arapahoe Street  
Suite Tower 1, Suite 1000  
Denver, Colorado 80202  
KAREN FRAME, ESQ.  
7901 Lowry Boulevard  
Denver, Colorado 80230

1 available to other, potentially, problematic carriers,  
2 for purposes of opting in. Did I misunderstand?

3 A That is correct. That is a concern. And  
4 the point there is that Covad's billing performance  
5 isn't the only relevant measure we would look at when  
6 deciding what we should be using for payment terms.

7 Q So, is it Qwest's -- is it your  
8 testimony, then, that if, in looking at interconnection  
9 agreements for the purposes of arbitrating provisions  
10 of interconnection agreements, the Commission should  
11 look at the impact of -- or potential impact of opting  
12 in to those provisions, the impact that that might have  
13 on Qwest?

14 A I believe that's correct. I can tell  
15 you, when Qwest negotiates an interconnection  
16 agreement, we are very aware of the potential for folks  
17 opting in, and we want to make sure that's something  
18 that we could live with.

19 Q And, so, in a similar vein, the  
20 Commission should also look at that in determining the  
21 arbitration or making the arbitration decisions?

22 A I believe so, yes.

23 Q Does Qwest's concern about the billing  
24 issues, 1 through 4 -- I'm sorry. Would Qwest's  
25 concerns about Billing Issues 1 through 4 be reduced,

1 in any way, if the provisions relating to bill payment,  
2 timing of discontinuing ordering -- or processing of  
3 orders, timing of disconnecting service, and repeatedly  
4 delinquent were specific to, or added as conditions to  
5 specific types of services, such as providing, just as  
6 an example, providing line-sharing, even though I know  
7 that's going by the wayside; but, in other words, if it  
8 were no longer provisioned in the general provision  
9 section, which is where it's found now, but rather were  
10 put into and made condition-specific, with specific  
11 conditions as to specific products or types of  
12 products.

13           A     I think that would be very problematic,  
14 given the billing systems we have. And, as I mentioned  
15 earlier, the CRIS system bills for several of the  
16 products we're talking about here. And when you start  
17 differentiating one product within the system from the  
18 other, and say, on this one, you allow 45 days for them  
19 to pay, but on the others, on this same bill, you only  
20 allow 30 days, I believe, you know, you create kind of  
21 a nightmare, from a processing problem point of view.

22                   A.L.J. JENNINGS-FADER: Thank you,  
23 Mr. Easton. I have no additional questions. Covad, do  
24 you have any questions, based on what I asked  
25 Mr. Easton?

1 Commission to understand the answer?

2           A     Well, I would like to provide an example,  
3 because I basically use generalities.  Simply, I agree.  
4 It is very important for Qwest to receive some payment.  
5 It is equally important that Covad be given the  
6 protection it seeks, by the extended time frames,  
7 because the remedies available to Qwest go far beyond,  
8 in terms of harm, a failure of payment.

9                     And I am not attempting to minimize a  
10 failure of payment.  Don't get me wrong, but Qwest has  
11 the ability to destroy our business, in a particular  
12 state, by refusing to process orders, by disconnecting  
13 circuits.  So that's, when I say, you know, and there  
14 are provisions in the interconnection agreement to  
15 address nonpayment.  There is an, essentially, nothing  
16 we can do, once the horse has left the barn, and we  
17 can't process the orders, or get orders processed, and  
18 service disconnected, there's nothing that gets us back  
19 to that, given the prohibitions on recovery, of  
20 remedies, and you just can't unring a bell.

21           Q     And looking at that, and the  
22 reasonableness of the provisions from Qwest's  
23 perspective, and the Commission's undertaking that  
24 review, the opt-in provisions appear to be problematic,  
25 at least based on Qwest's testimony.  To the extent

1 that Covad can receive or could -- might receive what  
2 it wanted by limiting the various provisions to -- at  
3 issue, to specific products, as opposed to in the  
4 general provisions section, is that problematic to  
5 Covad, in terms of practical difficulties, in the same  
6 way that Mr. Easton explained practical difficulties,  
7 addressing the reasonableness of such a proposal from  
8 Qwest's perspective?

9           A     Right. I would say, yes. I think what  
10 Mr. Easton pointed out correctly, our business and  
11 certainly Qwest's operate by process, and with specific  
12 time frames to make sure we comply. It is  
13 extraordinarily difficult, as a business, to create  
14 exceptions to the rule, rather than having a  
15 standardized relationship across the board.

16           A.L.J. JENNINGS-FADER: Staff, any  
17 questions based on what I have asked Ms. Doberneck?

18           MR. NOCERA: No, Your Honor.

19           A.L.J. JENNINGS-FADER: Qwest?

20           MS. WAXTER: Yes, Your Honor.

21                           CROSS EXAMINATION

22 BY MS. WAXTER:

23           Q     Good afternoon.

24           A     It is that.

25           Q     You had some discussions earlier with the

**Exhibit WRE-Reb-2**

## ACCESS SERVICE

2. General Regulations2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

## (B) (2) (Cont'd)

For bill days in January 1984, the bill will cover nonusage sensitive service charges for the ensuing billing period, the nonusage sensitive service charges for the period from January 1, 1984 thru the bill day, usage charges for the period from January 1, 1984 thru the bill day and any known adjustments for the calendar month of January 1984. Such bills are due as set forth in (3) following. If payment is not received on the payment date as set forth in (3) following in immediately available funds, a late payment penalty will apply as set forth in (3) following.

- (3) All bills dated as set forth in (2) preceding for service, other than End User Service and Presubscription Service provided to the IC by the Telephone Company, are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday or Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the IC as follows:

- (a) If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.
- (b) Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available

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Issued: September 26, 1983

Effective: January 1, 1984

Assistant Vice President  
1600 Seventh Avenue, Seattle, Washington 98191

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BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE PETITION OF )  
DIECA COMMUNICATIONS, INC. dba )  
COVAD COMMUNICATIONS COMPANY )  
FOR ARBITRATION OF AN )  
INTERCONNECTION AGREEMENT WITH )  
QWEST CORPORATION. )

DOCKET NO. T-03632A-04-0425  
T-01051B-04-0425

STATE OF WASHINGTON  
COUNTY OF KING

AFFIDAVIT OF  
WILLIAM R. EASTON

SS

William R. Easton, of lawful age being first duly sworn, depose and states:

1. My name is William R. Easton. I am Director – Wholesale Advocacy for Qwest Corporation in Seattle Washington. I have caused to be filed written rebuttal testimony in Docket No. T-03632A-04-0425.
2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

  
William R. Easton

SUBSCRIBED AND SWORN to before me this 17th day of January, 2005.



  
Notary Public

My Commission Expires: 7/10/07

**MICHAEL NORMAN**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**JEFF HATCH-MILLER**

**Chairman**

**MARC SPITZER**

**Commissioner**

**WILLIAM A. MUNDELL**

**Commissioner**

**MIKE GLEASON**

**Commissioner**

**KRISTIN K. MAYES**

**Commissioner**

**IN THE MATTER OF THE PETITION )  
OF DIECA COMMUNICATIONS, INC. )  
dba COVAD COMMUNICATIONS )  
COMPANY FOR ARBITRATION OF )  
AN INTERCONNECTION )  
AGREEMENT WITH QWEST )  
CORPORATION )**

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**Docket No. T-03632A-04-0425**

**T-01051B-04-0452**

**REBUTTAL TESTIMONY OF MICHAEL NORMAN**

**ON BEHALF OF**

**QWEST CORPORATION**

**[Public Version]**

**JANUARY 18, 2005**

**II.**

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**I. IDENTIFICATION OF WITNESS**

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

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

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

A. Yes, I am.

**II. PURPOSE OF TESTIMONY**

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

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



1 situation, Qwest is part of the transaction and has responsibility for the overall design and  
2 operation of the circuit.

3 Covad has now developed a business plan whereby it will "partner" with other CLECs in order  
4 to provide service to a non-Qwest customer. Such a business plan requires Covad to connect  
5 with another CLEC, i.e. establish a CLEC to CLEC connection, and Qwest is not a party to that  
6 relationship. Absent any involvement in the relationship, and as I discuss in my direct  
7 testimony, since there is no FCC requirement that Qwest provide regeneration in such a  
8 situation, Qwest should not be required to bear the cost of Covad's new business plan.

9 **Q. ON PAGE 33, MR. ZULEVIC POINTS TO EXHIBIT A OF THE ARIZONA SGAT**  
10 **WHICH RELECTS QWEST'S AGREEMENT NOT TO CHARGE FOR**  
11 **REGENERATION ON AN ILEC-TO-CLEC CONNECTION. IS THIS RELEVANT TO**  
12 **COVAD'S POSITION HERE?**

13 A. No. Covad has improperly confused the concepts of an ILEC-to-CLEC connection with a  
14 CLEC-to-CLEC connection. As I state in my direct testimony, Qwest has agreed not to charge  
15 for regeneration on an ILEC-to-CLEC connection, and Exhibit A to the Arizona SGAT reflects  
16 that agreement.<sup>1</sup> The rationale behind this is that in a Qwest to CLEC scenario, Qwest is a party  
17 to the connection, and provides a service to the end-user customer. In a CLEC-to-CLEC  
18 connection, Qwest is not involved in the relationship between the two CLECs, has no control or  
19 involvement in the facilities shared between them, and does not provide a service to the CLEC  
20 end-user customer. However, if a CLEC requests that Qwest establish the cross connect

1 between that CLEC and its third party partner even though that CLEC could provision its own  
2 facility, Qwest will provide the facility, including the testability, but will charge a market rate  
3 for that connection.

4 **Q. ON PAGES 34-35 OF MR. ZULEVIC'S DIRECT TESTIMONY HE PROVIDES A**  
5 **TECHNICAL EXPLANATION OF WHY A SIGNAL MAY REQUIRE**  
6 **REGENERATION EVEN IF TWO COLLOCATION LOCATIONS ARE CLOSE TO**  
7 **ONE ANOTHER. DOES QWEST AGREE WITH HIS ASSESSMENT?**

8 A. Not entirely. Qwest agrees that there are industry standards which must be considered when  
9 engineering a cable route within a central office between collocation locations, and that those  
10 standards may require a cable length that exceeds the physical distance between the  
11 collocations. It is important to note, however, that by definition the industry standards are not  
12 determined by Qwest, and therefore, in following the industry standards Qwest would not create  
13 a regeneration requirement for a CLEC to connect to another CLEC. The standards are the  
14 standards and Qwest, like Covad, must adhere to those standards. Qwest disagrees with Mr.  
15 Zulevic's statement on page 35 that there would ever be a situation whereby several hundred  
16 feet of cable could be required even if collocation spaces are physically 10 feet apart.

---

<sup>1</sup> See ICA and 14<sup>th</sup> Revised SGAT Exhibit A.

1 **Q. MR. ZULEVIC DISCUSSES NEW LANGUAGE FOR SECTIONS 8.2.1.23.1.4 AND**  
2 **8.3.1.9 ON PAGES 36 AND 37. DOES THIS LANGUAGE ALTER QWEST'S**  
3 **POSITION?**

4 No. Instead of the language originally proposed in its petition, Mr. Zulevic has set forth a new,  
5 un-negotiated proposal. For Section 8.2.1.23.1.4 Covad proposes the following new sentence:  
6 "Qwest shall assess charges for CLEC-to-CLEC regeneration, if any, on the same terms and  
7 conditions, and at the same rates as for ILEC or Qwest-to-CLEC regeneration." As with its  
8 original proposal, this new proposal asks this Commission to order Qwest to provide  
9 regeneration for free, even when Qwest is a bystander to the services Covad and its partner are  
10 providing to their customer. Since Covad is not sending its signals through Qwest's network or  
11 combining those signals with a Qwest signal to serve a common customer but, is instead  
12 sending its signal in combination with another CLEC to serve a common Covad/CLEC  
13 customer then, absent a legal requirement, Qwest should not be ordered to provide regeneration  
14 free of charge.

15 **Q. IS QWEST'S POSITION ON CLEC-TO-CLEC REGENERATION ANTI-**  
16 **COMPETITIVE AS MR. ZULEVIC SUGGESTS ON PAGES 37-38?**

17 A. No. Mr. Zulevic implies that the FCC's efficiency requirements as they pertain to the  
18 assignment of collocation space serve as the foundation upon which this Commission should  
19 order Qwest to provide CLEC-to-CLEC regeneration free of charge. Qwest is mandated by the  
20 FCC to manage collocation space on a first come, first served basis in a just, reasonable, and  
21 non-discriminatory manner. Qwest provisions collocation space on a "first come first served

1 basis" and encourages the CLEC to forecast its space needs in order to adequately plan for  
2 space requirements. Each request is evaluated based upon space availability at the time it is  
3 received to determine the most appropriate location in the premises to fulfill the CLEC's needs.  
4 If the request is for additional space (i.e., an augment to the initial space), Qwest attempts to  
5 make contiguous space available. If adjoining space is not available, Qwest engineers a route  
6 between the CLEC's collocation spaces to provide cable racking connecting a CLEC's non-  
7 adjoining collocation spaces. If regeneration is required between CLEC collocation spaces, it is  
8 not because Qwest has made a discriminatory decision regarding assignment of collocation  
9 space.

10 Mr. Zulevic's assumption that a CLEC who orders collocation today will be located far away  
11 from Qwest or a CLEC who ordered collocation in 1999 is inaccurate. Qwest does not  
12 determine if and when a CLEC will enter into an interconnection relationship with another  
13 CLEC and certainly does not force any CLEC into any type of architecture. Collocation spaces  
14 can be abandoned or decommissioned by CLECs thereby freeing up space for CLECs seeking  
15 collocation space. Therefore, there is no way to predict what collocation spaces will be  
16 available for assignment at any given time, and based upon the currently available space in the  
17 majority of Qwest's central offices across the region, Mr. Zulevic agrees that the need for  
18 regeneration would be the exception rather than the rule.<sup>2</sup>

---

<sup>2</sup> Zulevic Direct P.42 L. 11-16

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

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

- 12 a) available Collocation space in a particular Qwest Premises;
- 13 b) number of collocators;
- 14 c) any modifications in the use of the space since the last report;
- 15 d) measures that Qwest is taking to make additional space available for Collocation;
- 16 e) whether sufficient power is available to meet the specific CLEC request;
- 17 f) number of CLECs in queue at the Premises, if any;
- 18 g) whether the Wire Center is equipped with DS3 capability; and
- 19 h) the number and description of Qwest and its Affiliates and CLEC reservations of  
20 space.

21 Prepared with this information, a CLEC can request specific available collocation space in a  
22 Qwest central office and then design its facilities in a way that is most efficient for its specific  
23 business plan. Thus, contrary to the assertion of Mr. Zulevic, Qwest does not unilaterally

1 decide where to place a CLEC's collocation facilities, and Qwest does not purposely separate a  
2 CLEC from connecting to itself, or with another CLEC, in order to create a distance that would  
3 require regeneration.

4 **Q. ON PAGE 38 MR. ZULEVIC ASSERTS THAT THE FCC RULES, SPECIFICALLY 47**  
5 **C.F.R. § 51.323(h), SUPPORTS COVAD'S CLAIM THAT REGENERATION SHOULD**  
6 **BE PROVIDED BY QWEST FOR FREE. DO YOU AGREE?**

7 A. No. As set forth in this FCC rule, Qwest is not required to provide CLEC cross connections *if*  
8 *Qwest permits CLECs to provide their own cross connections.* Under the undisputed terms of  
9 Section 8.2.1.23.1 of the proposed ICA Qwest allows CLECs to provide their own cross  
10 connections. Thus, where there is no obligation to provide the cross connection, there can be no  
11 obligation to ensure that the connection meets ANSI standards. In other words, there is no  
12 obligation for Qwest to provide regeneration.

13 **Q. BEGINNING ON PAGE 38 OF HIS DIRECT TESTIMONY, MR. ZULEVIC CITES TO**  
14 **SECTION 251(C)(6) OF THE ACT, THE FOURTH ADVANCED SERVICES ORDER**  
15 **AND 47 C.F.R. § 51.323(H) FOR THE PROPOSITION THAT QWEST MUST CHARGE**  
16 **THE SAME RATE FOR A CLEC TO CLEC CONNECTION AS IT DOES FOR AN**  
17 **ILEC TO CLEC CONNECTION. DO YOU AGREE WITH HIS RATIONALE?**

18 A. No. Section 251(c)(6) of the Act generally discusses an ILEC's responsibilities regarding  
19 collocation. It defines Qwest's duty to provide access "on rates, terms, and conditions that are  
20 just, reasonable, and non-discriminatory for physical collocation of equipment necessary for  
21 interconnection or access to unbundled network elements at the premises." As mentioned in my

1 direct testimony, the Fourth Advanced Services Order lead to an amendment of 47 C.F.R.  
2 §51.323(h) whereby the FCC enumerated those instances when an ILEC must provision a  
3 CLEC to CLEC connection. By virtue of Qwest's willingness to permit CLECs to provision  
4 their own cross-connections, the requirements of 47 C.F.R. §51.323(h) are not applicable to  
5 Qwest, and Mr. Zulevic's argument is without merit.

6  
7 **Q. PLEASE COMMENT UPON MR. ZULEVIC'S TESTIMONY ON PAGES 41-42**  
8 **WHERE HE DISCUSSES AN EXPERIENCE REGARDING THE MINNEAPOLIS**  
9 **DOWNTOWN CENTRAL OFFICE?**

10 A. In researching Covad's history of collocation in the Minneapolis Downtown central office, I  
11 found that Covad has never rejected a Qwest collocation assignment proposal out of **BEGIN**  
12 **CONFIDENTIAL** **END CONFIDENTIAL** jobs requesting collocation in that office. In  
13 fact, there is no documentation suggesting that in Qwest's region, Qwest has ever denied a  
14 Covad request for a specific space assignment. Covad has accepted each feasibility study and  
15 resulting collocation assignment and only requested one change in Minneapolis, which Qwest  
16 satisfied by moving Covad's collocation space. Furthermore, I am unaware of any documents  
17 supporting Mr. Zulevic's testimony.

18  
19 In Arizona, between 1999 and 2004, Covad requested collocation space from Qwest **BEGIN**  
20 **CONFIDENTIAL:**  
21 **END CONFIDENTIAL** that were either cancelled by Covad or the job

1 expired for unknown reasons to Qwest. Further, with the existing space that is available for  
2 such collocation requests, Mr. Zulevic's speculation that Covad may find itself in a situation  
3 where regeneration will commonly be required is inaccurate.

4 **Q. MR. ZULEVIC SUGGESTS ON PAGE 42 LINE 16 THROUGH PAGE 43 LINE 5 THAT**  
5 **SPACE AVAILABILITY WILL EVENTUALLY BE "LESS AVAILABLE" AND**  
6 **FURTHER SUGGESTS THAT WITH THE CHANGING COMPETITIVE**  
7 **ENVIRONMENT "THE NEED TO CONNECT COLLOCATIONS WITHIN THE**  
8 **SAME CENTRAL OFFICE WILL ALSO INCREASE", THE IMPLICATION BEING**  
9 **THAT QWEST SHOULD BE REQUIRED TO PROVIDE REGENERATION AT NO**  
10 **COST FOR CLEC-TO-CLEC CONNECTIONS BECAUSE OF THIS CHANGE IN THE**  
11 **INDUSTRY. IS THIS REASONABLE?**

12 **A.** No. No. In fact, for Phoenix Main and Scottsdale Main space availability is such that if a  
13 CLEC were to request space, both cageless and caged collocation is available at eighty percent  
14 discount to the CLEC. Based upon current availability, Qwest does not anticipate denying a  
15 collocation request due to space exhaustion in the foreseeable future. It is predictable that  
16 CLEC business decisions over time may require circuit connections that need regeneration. It is  
17 unreasonable to expect Qwest to absorb the cost of regeneration as the result of third party  
18 partnerships, when Qwest is not involved in the exchange of traffic or the provision of any  
19 service related to the interconnection between third parties. Qwest cannot control the timing of  
20 individual CLEC collocation requests, the amount of space requested, or the evolution of CLEC  
21 relationships. Though Qwest always stands ready to assist Covad and its CLEC partner by

1 providing regeneration of the joint circuit between them, if necessary, Qwest will not provide  
2 this capability for free, nor should Qwest be required to provide it on a wholesale basis at  
3 TELRIC rates.

4 **Q. PLEASE COMMENT ON MR. ZULEVIC'S TECHNICAL DISCUSSION REGARDING**  
5 **SIGNAL STRENGTH ON PAGE 43 OF HIS TESTIMONY.**

6 A. Mr. Zulevic attempts to explain a complex technology; however, his explanation over simplifies  
7 the engineering principles. Central office design has many more variables associated with the  
8 overall design of each and every circuit connection. His proposed network architectural  
9 solution, mid-span regeneration, is only one of multiple possible solutions. In his testimony,  
10 Mr. Zulevic puts forth a proposal based on flawed assumptions. If a Covad circuit is actually  
11 designed per ANSI standards as claimed by Mr. Zulevic the signal strength would not  
12 necessarily leave Covad's equipment at "optimum signal strength."<sup>3</sup> In fact, it is common  
13 practice for a carrier to design a circuit leaving its equipment at less than optimal strength based  
14 on the "design to" point.<sup>4</sup>

15  
16 Covad and its CLEC partner could regenerate the signal traveling between them from either of  
17 their collocation spaces to a "Design-To" point in order to meet the ANSI standards described by  
18 Mr. Zulevic. They could also purchase collocation space and place repeaters in the space to

---

<sup>3</sup> Zulevic Direct P 43 L 10-18

<sup>4</sup> "Design-To" point where signal levels must meet ANSI standards

1 provide a mid-span boost. If Covad believes that a mid-span boost is more efficient from an  
2 engineering perspective, it has that option available to it.

3 **Q. MR. ZULEVIC FURTHER EXPLAINS ON PAGE 44 THAT MID-POINT**  
4 **REGENERATION IS THE MOST EFFICIENT EQUIPMENT PLACEMENT METHOD**  
5 **IN THE CENTRAL OFFICE. DO YOU AGREE WITH THE TECHNICAL REASONS**  
6 **GIVEN BY COVAD TO JUSTIFY MID-POINT REGENERATION?**

7 A. No. Mr. Zulevic explains that mid point regeneration is necessary for DS3s because a signal  
8 cannot be transmitted at a high level to reach the other end without risking "bleed over" into  
9 adjacent cabling. He further explains that a Covad regenerated signal would cause digital cross-  
10 talk and lead to spectrum interference with the signals being transmitted over all adjacent  
11 transmission cables using the same cable racking, such that signals transmitted by other carriers  
12 are completely scrambled. This is a technical issue which he uses to claim that Qwest should be  
13 required to provide mid-span regeneration for free.

14 Qwest designs its coaxial cable at the DS3 level by using shielded cable to purposely separate  
15 transmit signals from receive signals. The shielded cable protects the integrity of the signal from  
16 "bleeding over" whether or not 1) the cable is adjacent to another cable; 2) the cable is located in  
17 the same cable rack; or 3) when and if regeneration may be required. This is true of a DS1  
18 design in a Qwest central office as well. Therefore, Mr. Zulevic's claim that there are technical  
19 limitations to boosting a signal at a CLEC's collocation space is simply wrong.

1 **Q. ON PAGES 45-46 OF MR. ZULEVIC'S TESTIMONY HE DISCUSSES QWEST'S**  
2 **PRODUCT (COCC-X), CLAIMING THAT QWEST HAS PREVIOUSLY PROVIDED**  
3 **REGENERATION OF THAT CONNECTION FOR FREE. IS THAT TRUE?**

4 A. No. Qwest has never provided the COCC-X product for free. COCC-X is a cross connect wire  
5 that serves to bridge the gap between two CLEC termination points on a common ICDF. Qwest  
6 originally offered this product at the request of the CLECs during the 271 proceedings. COCC-  
7 X cross connect is nothing more than a jumper wire on a common ICDF where the wire length  
8 ranges anywhere from 20 feet to 100 feet, and therefore would never, in and of itself would  
9 exceed the ANSI standards and require regeneration. The wire connects point A with point B.  
10 The wire would connect a Covad termination point on the ICDF with a termination point  
11 occupied by another CLEC on the same ICDF. COCC-X is provided to the CLEC only where  
12 the CLEC provides Connecting Facility Assignments ("CFA"), meaning that the CLEC must  
13 tell Qwest exactly where to connect the jumper wire on the common ICDF (i.e., the CLECs  
14 must tell Qwest where point A and point B are located on the common ICDF). Regeneration is  
15 not offered as a part of this product, because it would never be needed on a 100 ft. jumper cable.  
16 Regeneration would only be required if the distance between CLEC A and CLEC B, including  
17 the jumper cable, exceeded the ANSI standard. Where COCC-X is used, however, the CLEC is  
18 responsible for the design of the circuit from its collocation space to the ICDF and Qwest is not,  
19 nor can it be, responsible for ensuring adequate end to end signals. Qwest is responsible only  
20 for installation of the jumper wire on the common ICDF.

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

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

1 **Q. IN HIS TESTIMONY MR. ZULEVIC PRESENTED DOCUMENTS IDENTIFIED AS**  
2 **EXHIBITS MZ-6 AND MZ-7 FOR THE PROPOSITION THAT QWEST HAS AND**  
3 **SHOULD CONTINUE TO PERFORM ALL CROSS CONNECTION FUNCTIONS,**  
4 **INCLUDING REGENERATION, AS PART OF ITS COCC-X PRODUCT. DO YOU**  
5 **AGREE?**

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

14 For example, Exhibit MZ-7 discusses a change Qwest was making to its Technical Publication  
15 #77386 ("Tech Pub"). In the change request, Eschelon was concerned that Qwest did not define  
16 how it would meet the ANSI standards on a CLEC-to-CLEC cross-connect at the ICDF.  
17 Qwest's response was that the Tech Pub change was not eliminating regeneration but, merely  
18 removing CLEC responsibility in an ILEC-to-CLEC relationship. Furthermore, this exhibit  
19 provides a detailed analysis of the connection at issue and does not discuss the cost of the  
20 product.

1 Exhibit MZ-6 predates Exhibit MZ-7, but is, in effect, the same type of discussion and response.  
2 Specifically, the exhibit references a concern Eschelon had regarding Qwest's definition of how  
3 it would meet the ANSI standards on a CLEC-to-CLEC cross connect through the ICDF and  
4 asked that Qwest commit to providing a signal that adhered to the ANSI standards. Once again,  
5 Qwest assured the CLEC community that it would adhere to the ANSI standards on an ILEC-to-  
6 CLEC connection. As with Exhibit MZ-7, there is nothing in Exhibit MZ-6 suggesting that if  
7 regeneration was required under the ANSI standards on a CLEC-to-CLEC cross connect, that  
8 Qwest would provide such regeneration free of charge or even at a TELRIC rate. Qwest has  
9 never committed to offer regeneration for free, or at TELRIC rates, for CLEC-to-CLEC cross  
10 connects. And, since Qwest is essentially a bystander to the CLEC-to-CLEC relationship, there  
11 is no good policy reason why Qwest should have to provide regeneration to the CLECs for free,  
12 or at TELRIC rates.

13 **Q. MR. ZULEVIC SUGGESTS ON PAGE 49 THAT QWEST MAKES NO REFERENCE**  
14 **TO "FINISHED SERVICES" IN ITS DOCUMENTATION. IS THIS TRUE?**

15 A. No. The changes made in Technical Publication 77386 do not alter the facts in this case. A  
16 CLEC engineer may design and provision its own cables and circuits between collocation  
17 spaces. If regeneration is required, the CLEC engineer will then choose to provide regeneration  
18 using its own facilities or a request must be submitted to Qwest to provide regeneration via a  
19 finished service.. The CLEC bases its decision on design parameters required for its own use  
20 and its end user customer. In Section 16 of the Tech Pub the documentation is replete with  
21 instructions on how to order finished services once a circuit is designed. Qwest offers only one

1 product to fulfill the regeneration request by the CLEC under its FCC No. 1 Access Tariff. The  
2 “finished service” product, Expanded Interconnection Channel Terminations (“EICT”) is  
3 located under Section 21.5.2 of the Tariff where the charges are listed as follows under Private  
4 Line Transport Service EICT. The prices reflect a per termination charge.

5	Type	USOC	NRC	RC
6	DS1 (1.544 Mbps)	TKCJX	313.25	17.22
7	DS3 (44.736Mbps)	TKCKX	329.00	52.50

8  
9 **IV. SUMMARY AND CONCLUSION**

10 **Q. PLEASE SUMMARIZE YOUR TESTIMONY?**

11 A. As set forth above, Qwest’s language on this disputed issue is consistent with Qwest’s  
12 obligations under the FCC’s rules and regulations, while Covad’s proposed language has no  
13 sustainable basis in law. Accordingly, the Commission should adopt Qwest’s language on this  
14 disputed issue.  
15  
16  
17  
18

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

20 A. Yes, it does.

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**IN THE MATTER OF THE PETITION OF  
DIECA COMMUNICATIONS, INC. dba  
COVAD COMMUNICATIONS COMPANY  
FOR ARBITRATION OF AN  
INTERCONNECTION AGREEMENT WITH  
QWEST CORPORATION.**

**DOCKET NO. T-03632A-04-0425  
T-01051B-04-0425**

**STATE OF COLORADO  
COUNTY OF ARAPAHOE**

**AFFIDAVIT OF  
MICHAEL NORMAN**

**SS**

Michael Norman, of lawful age being first duly sworn, depose and states:

1. My name is Michael Norman. I am a Director for Qwest Corporation in Littleton, Co. I have caused to be filed written Response testimony in Docket No. T-03632A-04-0425, T-01051B-04-0425.
2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

*Michael Norman*

SUBSCRIBED AND SWORN to before me this 18th day of January, 2005.

*Donna Goldman*  
Notary Public

My Commission Expires: 1/5/2008.



**KAREN A. STEWART**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**JEFF HATCH-MILLER**

Chairman

**WILLIAM MUNDELL**

Commissioner

**MARC SPITZER**

Commissioner

**MIKE GLEASON**

Commissioner

**KRISTIN MAYES**

Commissioner

IN THE MATTER OF THE PETITION :  
OF DIECA COMMUNICATIONS, INC., :  
D/B/A COVAD COMMUNICATIONS :  
COMPANY, FOR ARBITRATION OF :  
AN INTERCONNECTION AGREEMENT :  
WITH QWEST CORPORATION :

**DOCKET NOS. T-03632A-04-0425**

**T-01051B-04-0452**

**REBUTTAL TESTIMONY  
OF  
KAREN A. STEWART  
FOR  
QWEST CORPORATION**

**(Issue 1: Retirement of Copper Facilities)**

**January 18, 2005**

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**I. OVERVIEW**

**Q. PLEASE STATE YOUR NAME.**

**A.** My name is Karen A. Stewart. I filed direct testimony in this proceeding on December 20, 2004. I described my background and job responsibilities with Qwest Corporation in that testimony.

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

**A.** My response testimony addresses the direct testimony of Covad witness, Michael Zulevic, relating to Issue 1 – Retirement of Copper Facilities. In particular, I respond to Mr. Zulevic's assertions that the conditions Covad seeks to impose on Qwest's right to retire copper facilities are consistent with the FCC's rulings in the *Triennial Review Order* ("TRO")<sup>1</sup> and would not affect Qwest's economic incentive to deploy fiber facilities. As I discuss below, Covad's proposal is not consistent with the *TRO*, as the FCC considered and rejected imposing the types of conditions that Covad is seeking. The only requirement the FCC imposed is that incumbent local exchange carriers ("ILECs") must comply with the FCC's notice requirements relating to network modifications when they retire copper facilities, which Qwest clearly does.

---

<sup>1</sup> *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd. 16978 ¶ 195 (2003) ("TRO"), *aff'd in part and rev'd and vacated in part*, *U.S. Telecom Association v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*").

1 As I also address below, Covad's proposals reveal disregard for the FCC's clearly  
2 stated policy of promoting the deployment of fiber facilities. In the *TRO* and in other  
3 orders, the FCC has recognized that it has a Congressionally-mandated obligation to  
4 promote fiber deployment so that consumers can have broad access to advanced  
5 telecommunications services.<sup>2</sup> A critical component of the FCC's effort to meet this  
6 obligation is its decision not to require ILECs to provide unbundled access to fiber-to-  
7 the-home ("FTTH") loops, fiber-to-the-curb ("FTTC") loops, and the broadband  
8 capabilities of hybrid copper-fiber loops ("hybrid loops"), along with the FCC's  
9 related decision confirming the ILECs' right to retire copper loops that are replaced  
10 by fiber facilities.<sup>3</sup> Mr. Zulevic's testimony makes it clear that Covad's proposal  
11 relating to copper facilities disregards this important policy objective and that, in  
12 Covad's view, this Commission should be unconcerned about promoting the  
13 deployment of fiber facilities. However, promoting the deployment of these facilities  
14 and making advanced telecommunications services widely available to consumers are  
15 critical objectives of the Act and sound public policy. The Act and the FCC's  
16 pronouncements do not permit undermining these objectives through the type of  
17 onerous retirement conditions that Covad is proposing.

---

<sup>2</sup> *TRO* at ¶ 278.

<sup>3</sup> *Id.*

1           **II.     ISSUE 1 – RETIREMENT OF COPPER FACILITIES**

2   **Q.     ON PAGES 10-13 OF HIS DIRECT TESTIMONY, MR. ZULEVIC**  
3           **DESCRIBES HOW COVAD'S PROPOSAL REQUIRING QWEST TO**  
4           **PROVIDE AN “ALTERNATIVE SERVICE” WHEN IT RETIRES**  
5           **COPPER FACILITIES WOULD BE IMPLEMENTED. DOES HIS**  
6           **DESCRIPTION PROVIDE ANY FURTHER INSIGHT INTO**  
7           **WHETHER COVAD'S PROPOSAL IS CONSISTENT WITH THE *TRO***  
8           **AND THE ACT?**

9   **A.**    Mr. Zulevic's description confirms that there is no support in the Act or the *TRO* for  
10          Covad's proposal. At page 13 of his testimony, he explains that Covad's proposed  
11          language would require Qwest to provide an undefined "alternative service" at "no  
12          increase in cost or decrease in service quality until [a Covad customer] choose[s] to  
13          disconnect his/her Covad service." These conditions are not found anywhere in the  
14          *TRO* or in the Act.

15          In the *TRO* proceeding, some parties requested that ILECs be prohibited from retiring  
16          copper loops unless they take "transitional measures" that would give CLECs some  
17          form of continued access to copper loops or provide CLECs with access to ILEC

1 broadband facilities.<sup>4</sup> The FCC rejected these proposals, choosing instead to require  
2 only that an ILEC provide notice of its intent to retire specific copper facilities so that  
3 a CLEC can object to the FCC. The FCC found that its notice requirements would  
4 "serve as adequate safeguards."<sup>5</sup> Covad's proposed conditions on Qwest's retirement  
5 right clearly go far beyond any requirements imposed by the FCC and therefore are  
6 not consistent with the *TRO*.

7 **Q. HAVE OTHER STATE COMMISSIONS EVALUATED WHETHER**  
8 **COVAD'S "ALTERNATIVE SERVICE" PROPOSAL IS CONSISTENT**  
9 **WITH THE *TRO*?**

10 **A.** Yes. In each of the three arbitration decisions that have been issued so far in the  
11 ongoing interconnection arbitrations between Covad and Qwest, Covad's copper  
12 retirement proposal has been rejected and found not to comply with the *TRO*. No  
13 state commission has found the proposal to be lawful, and it has not been adopted  
14 anywhere. The Colorado Commission rejected Covad's proposal, finding that it is

---

<sup>4</sup> *Id.* at ¶ 281 & n.822 and ¶ 291 & n.839.

<sup>5</sup> *Id.* at ¶ 281. While the FCC concluded that CLECs are not impaired without access to FTTH loops, it ruled that "in fiber loop overbuild situations where the incumbent LEC elects to retire existing copper loops . . . the incumbent LEC [must] offer unbundled access to those fiber loops, and in such cases the fiber loops must be unbundled for narrowband services only." *Id.* at ¶ 273. Thus, if an ILEC retires a copper loop in a fiber-to-the-home overbuild situation, it has an obligation to provide an unbundled voice channel for narrowband service only – not for broadband service. An "overbuild" situation is distinguished from a newly deployed or "greenfield" fiber loop that does not replace a copper loop. *Id.*

1 without legal support.<sup>6</sup> Similarly, the administrative law judge in the Washington  
2 arbitration ruled that Covad's "proposal requiring Qwest to provide an alternative  
3 arrangement at no additional cost to Covad is not consistent with the requirements of  
4 the Triennial Review Order."<sup>7</sup> In so ruling, the Arbitrator relied on the fact that the  
5 FCC has "rejected proposals to place specific conditions on an ILEC's right to retire  
6 copper facilities" and has only required that ILECs provide public notice of planned  
7 retirements.<sup>8</sup> Likewise, in an order issued in the Minnesota arbitration last month, an  
8 administrative law judge ruled that "[t]here is no legal support in the TRO for Covad's  
9 position concerning 'alternative' services."<sup>9</sup>

10 **Q. AT PAGE 13 OF HIS TESTIMONY, MR. ZULEVIC ASSERTS THAT**  
11 **THE RULINGS IN THE TRO CONFIRMING THE RIGHT OF ILECS**  
12 **TO RETIRE COPPER FACILITIES APPLY ONLY WHEN AN ILEC**  
13 **REPLACES A COPPER FACILITY WITH A FTTH OR A FTTC LOOP.**  
14 **IS HIS ASSERTION CORRECT?**

---

<sup>6</sup> See *Petition of Qwest Corporation for Arbitration of an Interconnection Agreement*, Docket No. 04B-160T, Initial Commission Decision, Decision No. CO4-1037 at 54 (Aug. 27, 2004).

<sup>7</sup> *In the Matter of the Petition for Arbitration of Covad Communications Company with Qwest Corporation Pursuant to 47 U.S.C. Section 252(b) and the Triennial Review Order*, Washington Commission Docket no. UT-043045, Order No. 04, Arbitrator's Report and Decision at ¶ 38 (Nov. 2, 2004) ("Washington Arbitrator's Report").

<sup>8</sup> *Id.*

<sup>9</sup> *In the Matter of the Petition of Covad Communications Company to Resolve Issues Relating to an Interconnection Agreement with Qwest Corporation*, Minnesota Commission Docket No. P-5692, 421/IC-04-549, OAH Docket No. 3-2500-15908-4, Arbitrator's Report at ¶ 23 (Dec. 15, 2004) ("Minnesota Arbitrator's Report").

1 A. No. In the *TRO*, the FCC confirmed that ILECs are permitted to retire copper  
2 facilities when they replace copper with fiber in all circumstances, not just when the  
3 copper loop is replaced with a FTTH or a FTTC loop. Specifically, in the line sharing  
4 portion of the *TRO* at paragraph 271, the FCC specifically "decline[d] to prohibit  
5 incumbent LECs from retiring copper loops or copper subloops *that they have*  
6 *replaced with fiber.*"<sup>10</sup> As this quote clearly demonstrates, the FCC did not limit the  
7 right of ILECs to retire copper facilities solely to situations involving the installation  
8 of FTTH or FTTC loops. Instead, ILECs are permitted to retire any copper loops and  
9 subloops that they have replaced "with fiber." In his discussion of the *TRO*, Mr.  
10 Zulevic not only fails to acknowledge this statement by the FCC, but he also fails to  
11 cite any ruling by the FCC in the *TRO* or in any other order that supports Covad's  
12 very narrow reading of ILEC's copper retirement rights.

13 **Q. IS MR. ZULEVIC'S NARROW INTERPRETATION OF ILEC COPPER**  
14 **RETIREMENT RIGHTS CONSISTENT WITH THE FCC'S POLICY**  
15 **OF ENCOURAGING CARRIERS TO DEPLOY FIBER FACILITIES?**

16 A. No. As I discuss in my direct testimony at pages 11-12, the FCC has emphasized the  
17 importance of encouraging carriers to deploy fiber facilities in order to bring  
18 advanced telecommunication services to carriers throughout the country. The FCC

---

<sup>10</sup> Emphasis added.

1 again emphasized the importance of this Congressionally-mandated objective in a  
2 recent order relating to FTTC loops. In that order, in which the FCC ruled that FTTC  
3 loops are subject to the same limited unbundling obligations that apply to FTTH  
4 loops, the FCC emphasized the importance of "eliminat[ing] disincentives to invest in  
5 broadband facilities and, therefore, further section 706's goals."<sup>11</sup>

6 If the right of ILECs to retire copper facilities were limited to situations involving  
7 installations of FTTH loops, as Mr. Zulevic incorrectly claims, ILECs would have  
8 reduced incentive to deploy fiber. This reduced incentive would arise because, in the  
9 absence of a retirement right, an ILEC would have to maintain both its copper  
10 facilities and the newly deployed fiber facility. Faced with the prospect of duplicative  
11 maintenance costs, an ILEC would be less likely to install fiber facilities. That result  
12 would directly undermine the FCC's policy of encouraging the deployment of fiber.

13 **Q. WHAT DOES MR. ZULEVIC'S TESTIMONY REVEAL ABOUT**  
14 **WHETHER COVAD CONSIDERED THE IMPORTANCE OF**  
15 **ENCOURAGING THE DEPLOYMENT OF FIBER FACILITIES IN**  
16 **FORMULATING ITS POSITION RELATING TO THE RETIREMENT**  
17 **OF COPPER FACILITIES?**

---

<sup>11</sup> *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01-338, 96-98, 98-147, FCC 04-248, Order on Reconsideration at ¶ 13 (rel. Oct. 18, 2004).

1 A. Mr. Zulevic's testimony confirms that Covad has disregarded the FCC's clearly stated  
2 policy objective of encouraging the deployment of fiber facilities. In view of the  
3 FCC's statements about the importance of fiber deployment to consumer welfare,  
4 Covad is wrong in assuming that investment incentives are irrelevant to the issue of  
5 copper retirement. By proposing language that would decrease incentive to deploy  
6 fiber and by failing even to acknowledge the importance of policies that promote  
7 investment in fiber facilities, Covad is acting inconsistently with a fundamental goal  
8 of the Act.

9 **Q. AT PAGES 10 AND 13 OF HIS TESTIMONY, MR. ZULEVIC STATES**  
10 **THAT COVAD'S NEWLY REVISED PROPOSAL IS INTENDED TO**  
11 **ADDRESS THE SITUATION IN WHICH QWEST IS RETIRING A**  
12 **COPPER LOOP AND REPLACING IT WITH A "HYBRID LOOP." IN**  
13 **THE *TRO*, DID THE FCC ISSUE A RULING CONCERNING**  
14 **WHETHER ILECS ARE REQUIRED TO PROVIDE UNBUNDLED**  
15 **ACCESS TO HYBRID LOOPS?**

16 A. Yes. In paragraphs 288 and 290 of the *TRO*, the FCC ruled that ILECs are not  
17 required to unbundle the broadband capabilities of hybrid loops, which are loops  
18 comprised of both fiber and copper. In reaching that result, the FCC specifically

1 considered and rejected arguments that Covad presented in an attempt to obtain  
2 unbundled access to the broadband capabilities of these loops:

3 We decline to require incumbent LECs to unbundle the next-  
4 generation network, packetized capabilities of their hybrid loops to  
5 enable requesting carriers to provide broadband services to the mass  
6 market. AT&T, WorldCom, Covad, and others urge the Commission  
7 to extend our unbundling requirements to the packet-based and fiber  
8 optic portions of incumbent LEC hybrid loops. We conclude,  
9 however, that applying section 251(c) unbundling obligations to these  
10 next-generation network elements would blunt the deployment of  
11 advanced telecommunications infrastructure by incumbent LECs and  
12 the incentive for competitive LECs to invest in their own facilities, in  
13 direct opposition to the express statutory goals authorized in section  
14 706. The rules we adopt herein do not require incumbent LECs to  
15 unbundle any transmission path over a fiber transmission facility  
16 between the central office and the customer's premises (including fiber  
17 feeder plant) that is used to transmit packetized information.  
18 Moreover, *the rules we adopt herein do not require incumbent LECs to*  
19 *provide unbundled access to any electronics or other equipment used*  
20 *to transmit packetized information over hybrid loops, such as the*  
21 *xDSL-capable line cards installed in DLC systems or equipment used*  
22 *to provide passive optical networking (PON) capabilities to the mass*  
23 *market.*<sup>12</sup>

24  
25 As this ruling shows, the FCC has made it clear that ILECs are not required to  
26 unbundle the broadband capabilities of their hybrid loops. In proceedings in other  
27 states, Covad has stated that Qwest could satisfy Covad's "alternative service"  
28 proposal by providing access to the broadband capabilities of hybrid loops, clearly  
29 suggesting that a purpose of its proposal is to obtain access to these hybrid facilities.  
30 Its attempt to obtain this access violates the *TRO*.

---

<sup>12</sup> *TRO* at ¶ 288. (Footnotes omitted and emphasis added).

1 **Q. IS THIS FCC RULING RELATING TO HYBRID LOOPS RELEVANT**  
2 **TO COVAD'S REVISED PROPOSAL FOR COPPER RETIREMENT?**

3 A. Yes. As stated, Qwest is concerned that the underlying intent of Covad's new  
4 proposal is to gain unbundled access to the broadband capabilities of hybrid loops --  
5 precisely what the FCC rejected in the *TRO*. In this regard, it is significant that  
6 Covad has not offered a definition of the "alternative service" that Qwest would have  
7 to provide before retiring a copper facility. Given the complete vagueness of that  
8 term, if the proposal were adopted, it is probable that Covad would claim that access  
9 to the broadband capabilities of hybrid loops is the "alternative service" to which it  
10 would be entitled. A requirement for Qwest to provide that access would directly  
11 violate the FCC's ruling relating to hybrid loops.

12 Covad's testimony further suggests Covad's intent to obtain unbundled access to  
13 hybrid loops through the proposed "alternative service" requirement. Mr. Zulevic  
14 states at page 19: "Conversely, of course, Qwest could interpret it in a number of  
15 ways, which would meet Covad's needs and not require Qwest to maintain copper  
16 plant it otherwise would have retired." The only way Qwest would not be required to  
17 maintain the copper plant is if it provided the "alternative service" by unbundling its  
18 hybrid feeder fiber to provide unbundled access to the electronics or other equipment  
19 used to transmit packetized information over hybrid loops, such as the xDSL-capable  
20 line cards installed in digital loop carrier systems.

1   **Q.    AT PAGE 12 OF HIS TESTIMONY, MR. ZULEVIC ASSERTS THAT**  
2       **COVAD'S PROPOSAL PROMOTES "PARITY" BECAUSE IT WOULD**  
3       **RESULT IN COVAD AND ITS RETAIL DSL CUSTOMERS HAVING**  
4       **ACCESS TO "EQUIPMENT" THAT QWEST USES TO PROVIDE DSL**  
5       **CUSTOMERS TO ITS CUSTOMERS. IS COVAD ENTITLED TO**  
6       **HAVE ACCESS TO THAT EQUIPMENT?**

7    A.    No.  Although he does not state it expressly, the "equipment" that Mr. Zulevic is  
8       referring to are xDSL-capable line cards, the type of next-generation equipment that  
9       the FCC specifically declined to require ILECs to unbundle in the *TRO*.  As  
10       demonstrated by the FCC ruling set forth above, Qwest is under no obligation to  
11       provide unbundled access to its xDSL-capable line cards.  Covad's attempt at  
12       requiring this unbundling in the name of "parity" is an obvious attempt to circumvent  
13       the FCC's ruling in the *TRO*.  Its attempt to obtain this impermissible unbundling  
14       through its use of the vague "alternative service" requirement should be rejected by  
15       this Commission, as it already has been in Colorado, Minnesota, and Washington.

16   **Q.    AT PAGE 12 OF HIS TESTIMONY, MR. ZULEVIC ALSO ATTEMPTS**  
17       **TO SUPPORT HIS "PARITY" CONTENTION BY STATING THAT**  
18       **COVAD'S PROPOSAL WOULD PERMIT UNBUNDLED ACCESS**  
19       **ONLY TO THE EQUIPMENT QWEST ALREADY HAS IN PLACE TO**

1           **PROVIDE DSL SERVICE TO ITS OWN CUSTOMERS. DOES THE**  
2           **COVAD LANGUAGE AT 9.1.15.1 HAVE ANY SUCH LIMINATION,**  
3           **AS MR. ZULEVIC CLAIMS?**

4    A.    No. The first point, of course, is that Covad is not entitled to any unbundled access to  
5           this type of next-generation equipment. But, even if the FCC had not expressly  
6           disallowed such unbundled access, Covad's proposal would not result in parity. As is  
7           clear from Mr. Zulevic's use of the words "would be able to provide," and Covad's  
8           proposed 9.1.15.1 use of the words ". . . which Qwest itself could provide a retail DSL  
9           service" Covad's alternative service proposal would require Qwest to install and  
10          provide access to the next-generation equipment on any Qwest loop over which  
11          Qwest *could* provide DSL service to its own customers, not just access to the existing  
12          equipment on loops that Qwest is actually using to provide DSL service. Clearly,  
13          Covad's proposed interconnection agreement language does not limit Covad's access  
14          to loops over which Qwest is actually providing DSL service to its customers.  
15          Accordingly, Covad is not seeking "parity" between its DSL customers and Qwest's  
16          customers; instead, it is seeking to require Qwest to provide Covad with access to  
17          next-generation equipment even in situations where Qwest's own customers are not  
18          served by such equipment.

1 **Q. AT PAGE 17 OF HIS TESTIMONY, MR. ZULEVIC IDENTIFIES**  
2 **QWEST DSL VOLUME PLAN AGREEMENT ("VISP") AS AN**  
3 **ALTERNATIVE SERVICE QWEST COULD PROVIDE. ISN'T VISP**  
4 **ALREADY AVAILABLE FOR COVAD TO PURCHASE?**

5 A. Yes, VISP is already available for Covad to purchase and can be utilized when a  
6 hybrid loop serves the end user location. However, Mr. Zulevic is proposing that  
7 Qwest be required to provide access to Qwest DSL Volume Plan Agreement, or  
8 "VISP service," apparently at the state-prescribed recurring rate for the high  
9 frequency portion of the unbundled loop. I am inferring that Covad advocates that  
10 rate based on Covad's proposal that any "alternative service" that Qwest provides  
11 should not increase the cost to Covad or its end-user (a position reflected in the  
12 Covad proposed language for section 9.2.1.2.3.1 of the ICA and Mr. Zulevic's  
13 testimony at page 13).

14 Under Covad's proposal, Qwest would be permitted to charge the monthly recurring  
15 rate of \$2.42 for the alternative service, since Covad is currently paying Commission-  
16 prescribed monthly rate of \$2.42 for access to the high frequency portion of the  
17 unbundled loop. That rate would serve as a cap on Qwest's cost recovery under  
18 Covad's proposal, regardless of the amount of the costs Qwest would incur to provide  
19 an alternative service. This artificial cap could prevent Qwest from recovering its  
20 costs in violation of the Act's cost recovery requirement. Despite Covad's claims to

1 the contrary, a rate of \$2.42 may not allow Qwest to recover its costs of providing  
2 VISIP or any other "alternative service" a CLEC may demand.

3 In addition, it plainly is not appropriate to use the cost of one service to set the rate  
4 for potentially an entirely different service. If the Covad proposal is adopted, neither  
5 Qwest nor this Commission could attest that all line sharing rates accurately reflect  
6 the costs of providing such services at the conclusion of these proceedings.

7 If the estimated savings for Covad of \$2,400 set forth at page 25 of Mr. Zulevic's  
8 testimony (the flip side of the Qwest revenue lost) is an accurate statement of the  
9 amount at stake here, one wonders why Covad is going through the resource-  
10 intensive exercise of seeking arbitration of this issue, particularly when Covad is  
11 essentially asking the Commission to disregard federal law governing the treatment of  
12 the unbundling of such services.

13 **Q. DOES MR. ZULEVIC'S TESTIMONY SUPPORT COVAD'S CLAIM**  
14 **THAT THE RETIREMENT OF COPPER FACILITIES WILL LEAD**  
15 **TO SIGNIFICANT SERVICE DISRUPTIONS FOR COVAD'S**  
16 **CUSTOMERS?**

17 A. No. On the contrary, Mr. Zulevic emphasizes at page 22 of his testimony that Qwest  
18 fiber placement activities have not impacted Covad and that "we reasonably assume

1 that the impact will not be huge." He states that Covad has similarly experienced  
2 minimal impact in BellSouth's region even though, according to his testimony,  
3 BellSouth "has been far more aggressive than Qwest in replacing copper with  
4 fiber."<sup>13</sup>

5 **Q. GIVEN THE VERY LIMITED SCOPE OF ANY POTENTIAL**  
6 **SERVICE DISRUPTIONS RESULTING FROM QWEST'S**  
7 **RETIREMENT OF COPPER LOOPS, IS IT REASONABLE FOR**  
8 **COVAD TO PROPOSE THE RETIREMENT CONDITIONS IT IS**  
9 **SEEKING?**

10 A. No. Under Covad's proposal, every time Qwest retires a copper loop that is serving a  
11 Covad customer, it would be required to provide an "alternative service" over a  
12 "compatible facility." Although Covad does not define this "alternative service,"  
13 providing such a service would almost certainly require Qwest to incur costs that,  
14 under Covad's proposal, Qwest would not be entitled to recover. It would be illogical  
15 to impose such an ambiguous and potentially costly requirement when, as Mr.  
16 Zulevic emphasizes, Covad does not expect any significant problems resulting from  
17 Qwest's retirement of copper loops over the remaining few years of grandfathered  
18 line sharing arrangements.

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<sup>13</sup> Zulevic Direct at 22.

1 Moreover, as I discuss in my direct testimony, Covad's requirements would reduce  
2 Qwest's incentive to deploy fiber facilities.<sup>14</sup> If Qwest is faced with the costs of either  
3 continuing to maintain copper facilities or providing an "alternative service" over  
4 "compatible facilities" each time it considers whether to replace copper facilities with  
5 fiber, the economics of that decision will be changed in a way that will make the  
6 deployment of fiber less likely. It would be nonsensical to create this disincentive  
7 given Covad's acknowledgement that it does not expect Qwest's retirement of copper  
8 loops to lead to any significant service disruptions.

9 **Q. DOES MR. ZULEVIC'S TESTIMONY PROVIDE ANY ADDITIONAL**  
10 **INFORMATION CONCERNING WHETHER COVAD'S PROPOSED**  
11 **CONDITIONS ARE CONSISTENT WITH THE GOAL OF**  
12 **INCREASING NETWORK EFFICIENCY?**

13 A. Yes. Mr. Zulevic demonstrates the inefficiency of Covad's proposal. At page 9 of his  
14 direct testimony, he acknowledges that "the maintenance costs for fiber cable are  
15 much lower than they are for copper, resulting in long-term cost savings once fiber  
16 and the associated equipment is in place." Under Covad's proposal, if Qwest chose  
17 not to provide an "alternative service" upon deploying fiber facilities, it would be  
18 required to incur *both* the substantially higher maintenance costs for copper and the

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<sup>14</sup> Stewart Direct at 10-12.

1 lower maintenance costs for fiber. That result would be very inefficient and would  
2 further reduce Qwest's incentive to deploy fiber. Qwest should not be encumbered by  
3 conditions that prevent it from realizing the network and cost efficiencies that can be  
4 achieved by deploying fiber facilities.

5 **Q. IS MR. ZULEVIC CORRECT IN SUGGESTING AT PAGE 9 OF HIS**  
6 **TESTIMONY THAT COVAD'S PROPOSED CONDITIONS WILL**  
7 **PRESERVE CONSUMER CHOICE?**

8 A. No. Mr. Zulevic is viewing "consumer choice" from a perspective that is too narrow.  
9 He is focusing on the choice of what is, by his own acknowledgement, only a  
10 "handful" of customers at most. The more relevant perspective is how the  
11 deployment of fiber facilities affects overall consumer choice, not just the choice of a  
12 very small number of individual consumers. From that perspective, it is clear that the  
13 replacement of copper facilities with fiber significantly adds to consumer choice, as  
14 the deployment of fiber substantially increases the bandwidth that is available and  
15 allows a carrier to deploy voice, data, and video services over a single loop. Mr.  
16 Zulevic himself acknowledges that the additional bandwidth provided by fiber  
17 increases competition, and in turn consumer choice, when he states at page 9 of his  
18 direct testimony that it allows Qwest "to compete with the cable companies for  
19 virtually all the services cable customers generally subscribe to." It is this type of

1 increased competition, brought about through the deployment of fiber that generates  
2 true facilities-based competition and increased consumer choice.

3 Moreover, even for the handful of Covad customers that potentially could be affected  
4 by the retirement of copper loops, it is not at all clear that they would lose "consumer  
5 choice" by being unable to obtain service from Covad. Even if Qwest does not leave  
6 copper loops in service, Covad can continue providing service to its customers served  
7 over those loops by deploying remote DSLAMs. While Mr. Zulevic states at page 24  
8 of his testimony that it does not make sense for Covad to deploy DSLAMs, in the  
9 *TRO*, the FCC specifically sought to promote CLEC investment in remote DSLAMs  
10 and other next-generation network equipment. In ruling that ILECs do not have to  
11 unbundle packetized fiber loops, as discussed above, the FCC found that giving  
12 CLECs access to copper distribution subloops instead of packetized fiber loops would  
13 "promote competitive CLEC investment in next generation equipment (*e.g.*, packet  
14 switches, remote DSLAMs, etc.) and transmission facilities (*e.g.*, fiber loop facilities  
15 built to points in incumbent LEC networks closer to the home)."<sup>15</sup> Thus, the FCC  
16 seems to believe that it is economically feasible for CLECs to deploy remote  
17 DSLAMs.

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<sup>15</sup> *TRO* at ¶ 291.

1 **Q. IN HIS DISCUSSION OF "RETIREMENT OF COPPER FACILITIES,"**  
2 **MR. ZULEVIC STATES ON PAGE 8 OF HIS TESTIMONY THAT**  
3 **PRIOR TO THE TRO, COVAD "COULD PROVIDE DSL SERVICE TO**  
4 **END USERS OVER HYBRID COPPER-FIBER LOOPS IF A PACKET**  
5 **SWITCHING FUNCTIONALITY -- AN ILEC DSLAM -- EXISTED ON**  
6 **THAT LINE." IS THAT STATEMENT COMPLETE?**

7 A. No. Mr. Zulevic's statement seems to imply that prior to the TRO, Covad had access  
8 to unbundled packet switching ("UPS") if Qwest had deployed UPS. However, in the  
9 *UNE Remand Order*, the FCC ruled that ILECs are not required to provide access to  
10 UPS except in limited circumstances:

11 *We decline at this time to unbundle the packet switching functionality,*  
12 *except in limited circumstances. Among other potential factors, we*  
13 *recognize that the presence of multiple requesting carriers providing*  
14 *services over their own packet switches is probative of whether they*  
15 *are impaired without access to unbundled packet switching. The*  
16 *record demonstrates that competitors are actively deploying facilities*  
17 *used to provide advanced services to serve certain segments of the*  
18 *market – namely, medium and large business – and hence they cannot*  
19 *be said to be impaired in their ability to offer service, at least to these*  
20 *segments without access to the incumbent's facilities.*<sup>16</sup>

21  
22 Under this ruling, Covad was required to place a DSLAM at a remote terminal where  
23 hybrid loops were deployed if Qwest had deployed a DSLAM at a remote terminal.

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<sup>16</sup> Third Report and Order and Fourth Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, 15 FCC Rcd 3696 at ¶ 306 (1999) ("*UNE Remand Order*").

1 Covad was entitled to UPS in this scenario only if, among other criteria, Qwest had  
2 deployed a remote DSLAM while concurrently not permitting Covad to deploy its  
3 own remote DSLAM. Mr. Zulevic's statements suggest that under the terms of the  
4 *UNE Remand Order*, Covad would never have been required to locate a DSLAM at a  
5 remote terminal and was entitled to access to UPS. That is not a correct statement of  
6 the FCC's pre-*TRO* rules.<sup>17</sup>

7 **Q. AT PAGES 29-31 OF HIS TESTIMONY, MR. ZULEVIC ASSERTS**  
8 **THAT THE NOTICE QWEST HAS COMMITTED TO PROVIDE TO**  
9 **CLECS WHEN IT IS RETIRING COPPER FACILITIES IS**  
10 **INADEQUATE. ARE HIS CRITICISMS JUSTIFIED?**

11 A. No. In response to CLEC concerns, Qwest has agreed to send an e-mail notification  
12 to all CLECs at the time it posts the network disclosures regarding copper  
13 retirements. CLECs routinely use Qwest's network disclosure postings to obtain  
14 information about Qwest's network. This process for disseminating information to  
15 CLECs is efficient and, contrary to the suggestion in Mr. Zulevic's testimony, is not  
16 burdensome for CLECs. The combination of Qwest's e-mail notifications and its  
17 postings of network disclosures ensure that CLECs will receive notifications of any

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<sup>17</sup> See pre-*TRO* 47 CFR 51.319 (c)(5) (establishing four requirements for access to unbundled packet switching).

1 plans to retire copper facilities. Finally, Qwest has agreed in its proposed language to  
2 comply with all applicable FCC rules relating to notice, thereby ensuring that Covad  
3 will receive the notice it is entitled to under the FCC's rules.

4 **Q. HAVE THE ALJS IN THE MINNESOTA AND WASHINGTON**  
5 **ARBITRATIONS ADDRESSED COVAD'S DEMANDS RELATING TO**  
6 **NOTICE?**

7 **A.** Yes. The ALJs in both the Minnesota and Washington arbitrations specifically  
8 considered and rejected Covad's notice demands. The Washington ALJ found that  
9 the information Covad is requesting Qwest to provide in notices "may be  
10 burdensome." She adopted Qwest's language, explaining: "Given that Qwest  
11 commits to providing the information required by the FCC rules, such as the location  
12 of the facilities to be retired, the issue is resolved in favor [of] Qwest's language for  
13 Section 9.1.15 and 9.2.1.2.3."<sup>18</sup> The Minnesota ALJ similarly found that Covad's  
14 demands relating to notice are unnecessary and improperly attempt to shift  
15 responsibility from Covad to Qwest. In rejecting Covad's demands, she explained  
16 that "the issue seems to be that Covad wants Qwest to assume the responsibility for  
17 doing the research in advance and to put the results in the notice, or to put directions  
18 for using the Qwest website in the notice. The latter seems redundant when, by law,

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<sup>18</sup> Washington Arbitrator's Report at ¶ 36.

1 the name and telephone number of a contact person who can provide additional  
2 information about the planned change must be on the notice. Qwest has met its  
3 burden of proving that the information it provides is sufficient to comply with 47  
4 U.S.C. § 51.327."<sup>19</sup>

5 **Q. IS THERE A CERTAIN ASPECT OF COVAD'S PROPOSAL**  
6 **RELATING TO NOTICE THAT CAUSES YOU PARTICULAR**  
7 **CONCERN?**

8 **A.** Yes. Among Covad's unreasonable notice demands is its proposal that would require  
9 Qwest to inform Covad whether the retirement of a copper loop will effect the service  
10 Covad is providing to specific customers. While Qwest provides network facilities to  
11 Covad, it does not know the specific services Covad is providing to its customers  
12 over these facilities. A requirement for Qwest to tell Covad whether service to its  
13 customers would be affected by the retirement of a copper loop would therefore  
14 require Qwest to speculate about the services Covad is providing. If Qwest guessed  
15 wrong, Covad would undoubtedly seek recourse and attempt to hold Qwest  
16 responsible. Qwest should not be put in that unfair position.

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<sup>19</sup> Minnesota Arbitrator's Report at ¶ 25 (footnote omitted).

1 **Q. IS THERE ANY MERIT TO MR. ZULEVIC'S ASSERTION AT PAGE**  
2 **31 OF HIS TESTIMONY THAT IT WOULD BE "ANTI-**  
3 **COMPETITIVE" FOR QWEST NOT TO IDENTIFY SPECIFIC**  
4 **COVAD CUSTOMERS WHOSE SERVICE COULD BE IMPACTED BY**  
5 **A COPPER RETIREMENT?**

6 A. No. Mr. Zulevic states that unless Qwest identifies the specific Covad customers who  
7 may be impacted by a copper retirement, Qwest will be capable of "targeting and  
8 taking Covad customers." That is a gross exaggeration. As Covad acknowledges,  
9 Qwest has never disconnected a single Covad customer from service in Arizona or in  
10 any of Qwest's 13 other states by retiring a copper loop. That is hardly the conduct of  
11 a company that is "targeting" and trying to "take" Covad's customers away. Instead,  
12 the fact that Qwest has never disconnected a Covad customer through retirement of a  
13 loop demonstrates that Qwest attempts to implement its copper retirement rights in a  
14 manner that minimizes or avoids service disruptions for CLEC customers. As part of  
15 that policy, Qwest also provides CLECs with detailed notice of copper retirements  
16 that is consistent with the FCC's requirements.

17 **III. CONCLUSION**

18 **Q. PLEASE SUMMARIZE YOUR POSITION RELATING TO THIS**  
19 **ISSUE.**

1 A. Qwest has proposed language that complies fully with the FCC's requirements  
2 relating to the retirement of copper facilities, and Qwest goes beyond those  
3 requirements to minimize the possibility of service disruptions for Covad's customers.  
4 By contrast, Covad has proposed onerous retirement conditions that are not in the  
5 *TRO*, that would decrease Qwest's incentive to deploy fiber facilities, and that are not  
6 supported by any actual or anticipated experience with the retirement of copper loops.  
7 Accordingly, the Commission should adopt Qwest's proposed ICA language relating  
8 to this issue.

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

10 A. Yes.

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE PETITION OF )  
DIECA COMMUNICATIONS, INC. dba )  
COVAD COMMUNICATIONS COMPANY )  
FOR ARBITRATION OF AN )  
INTERCONNECTION AGREEMENT WITH )  
QWEST CORPORATION. )

DOCKET NO. T-03632A-04-0425  
T-01051B-04-0425

STATE OF Oregon  
COUNTY OF Multnomah

AFFIDAVIT OF  
KAREN A. STEWART

: SS

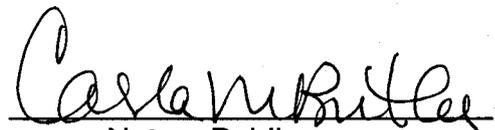
Karen A. Stewart, of lawful age being first duly sworn, depose and states:

1. My name is Karen A. Stewart. I am a Director for Qwest Corporation in Portland, Oregon. I have caused to be filed written rebuttal testimony in Docket No. T-03632A-04-0425/T-01051B-04-0425.
2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

  
Karen A. Stewart

SUBSCRIBED AND SWORN to before me this Seventeenth day of January, 2005.

  
Notary Public

My Commission Expires: 6/1/2007

