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BEFORE THE ARIZONA CORPORATION COMMISSION

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Commissioner

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IN THE MATTER OF THE PETITION OF
ESCHELON TELECOM OF ARIZONA, INC.
FOR ARBITRATION WITH QWEST
CORPORATION, PURSUANT TO 47 U.S.C.
SECTION 252 OF THE FEDERAL
TELECOMMUNICATIONS ACT OF 1996

DOCKET NOS. T-03406A-06-0572
T-01051B-06-0572

NOTICE OF FILING DIRECT
TESTIMONY of KAREN STEWART
AND TIMOTHY GIANES

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18

Please take notice that Qwest Corporation hereby files the Direct Testimony of Karen Stewart and Timothy Gianes, copies of which are attached, with associated exhibits.

19

20

RESPECTFULLY SUBMITTED this 20th day of April, 2009.

21

QWEST CORPORATION

22

Arizona Corporation Commission

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By: *Norman G. Curtright*

Norman G. Curtright
Corporate Counsel
20 East Thomas Road, 16th Floor
Phoenix, Arizona 85012
Telephone: (602) 630-2187

25

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1 ORIGINAL and 13 copies hand-delivered
2 for filing this 20th day of April, 2009, to:

3 Docket Control
4 ARIZONA CORPORATION COMMISSION
5 1200 West Washington Street
6 Phoenix, AZ 85007

6 Copy of the foregoing hand-delivered
7 this 20th day of April, 2009, to:

8 Jane Rodda
9 Administrative Law Judge
10 Hearing Division
11 Arizona Corporation Commission
12 1200 West Washington
13 Phoenix, Arizona 85007

12 Maureen Scott, Esq.
13 Legal Division
14 Arizona Corporation Commission
15 1200 West Washington
16 Phoenix, Arizona 85007

15 Ernest G. Johnson, Esq.
16 Director, Utilities Division
17 Arizona Corporation Commission
18 1200 West Washington
19 Phoenix, Arizona 85007

18 Copy of the foregoing mailed
19 this 7th day of January, 2009 to:

20 Michael W. Patten
21 J. Matthew Derstine
22 ROSHKA DEWULF & PATTEN, PLC
23 One Arizona Center
24 400 East Van Buren Street, Suite 800
25 Phoenix, Arizona 85004
26 Email: mpatten@rdp-law.com
mderstine@rdp-law.com

1 Gregory Merz, Esq.
2 Gray Plant Mooty
3 500 IDS Center
4 80 South Eighth Street
5 Minneapolis, MN 55402
6 Email: Gregory.Merz@gpmlaw.com

7 Karen L. Clauson
8 Senior Director of Interconnection/
9 Senior Attorney
10 Eschelon Telecom, Inc.
11 730 2nd Avenue South, Suite 900
12 Minneapolis, Minnesota 55402
13 Email: klclauson@eschelon.com

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Deane Kypma

BEFORE THE ARIZONA CORPORATION COMMISSION

KRISTIN MAYES

Chairman

GARY PIERCE

Commissioner

SANDRA KENNEDY

Commissioner

PAUL NEWMAN

Commissioner

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DOCKET Nos.

T-03406A-06-0572

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DIRECT TESTIMONY

OF

KAREN STEWART

ON BEHALF OF

QWEST CORPORATION

APRIL 20, 2009

(Disputed Issue No. 9-59)

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1 **II. PURPOSE OF TESTIMONY**

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

3 A. My testimony explains that the language Eschelon proposes with respect to Issue 9-59
4 does not comply with the Commission's ruling in the Arbitration Order that adopted
5 "Qwest's repair proposal" for repairs of commingled enhanced extended loops
6 ("EELs"). Additionally, my testimony explains that Eschelon's proposed change
7 from two intervals to one repair interval for commingled EELs would have significant
8 adverse effects for Qwest relating to application of the Performance Indicator
9 Definitions ("PIDs") contained in Exhibit B of the Eschelon Interconnection
10 Agreement ("ICA") and the Performance Assurance Plan ("PAP") in Exhibit K.

11 **III. DISPUTED ISSUE**

12 **A Issue 9-59 - Eschelon Alternate Commingled EEL Repair**
13 **Language.**

14 **Q. PLEASE PROVIDE AN OVERVIEW OF THE DISPUTE ENCOMPASSED**
15 **BY ISSUE 9-59.**

16 A. This dispute involves the repair and maintenance of commingled EELs.
17 "Commingling" means the connecting, attaching, or otherwise linking of an
18 Unbundled Network Element ("UNE"), or a combination of UNEs, to one or more
19 facilities or services that a requesting telecommunications carrier has obtained at
20 wholesale from Qwest. EELs consist of a combination of loop and transport. The
21 UNE for a loop facility is defined as a transmission facility between a distribution
22 frame (or its equivalent) in an incumbent LEC's central office and the loop
23 demarcation point at an end user customer premises. The UNE for transport is
24 unbundled dedicated interoffice transport ("UDIT"), and it provides a CLEC with a
25 network element of a single transmission path between Qwest wire centers in the
26 same LATA and state.

1 Qwest also provides a functionality similar to an EEL, e.g. combined loop and
2 transport circuits to CLECs and retail end users via its retail/wholesale private line
3 services. The loop portion of the private line is commonly called a "channel
4 termination."

5 In a commingled EEL, one of the elements of the EEL is not a UNE. A typical
6 commingled EEL arrangement would be an EEL unbundled loop connected to a
7 private line transport circuit. However, this is just an example, as the loop circuit
8 could be a private line channel termination and the UNE in this arrangement could be
9 the transport circuit or a UDIT. Consistent with governing FCC rules relating to
10 commingled arrangements, the UNE terms and conditions set forth in the
11 interconnection agreement would apply to the UNE (*i.e.*, the EEL Loop) circuit,
12 while the provisions of the tariff (or price list as appropriate) would dictate the terms
13 and conditions that would apply to the private line transport circuit in the
14 arrangement. Specifically, the FCC notes this application of rates, terms and
15 conditions in the *Triennial Review Order* at footnote 1796:

16 For example, a competitive LEC connecting a UNE loop to special
17 access interoffice transport facilities would pay UNE rates for the
18 unbundled loops and tariffed rates for the special access service . . .

19 Eschelon's proposed language in connection with Issue 9-59 would require Qwest to
20 make significant modifications to the systems and processes it uses for carrying out
21 repairs associated with the individual circuits that are included in commingled EELs.
22 Specifically, Eschelon proposed that in the event of a "trouble" associated with a
23 commingled EEL arrangement that a single repair interval should apply in all
24 situations to repair either circuit in a commingled arrangement. Qwest strongly
25 opposes, including Eschelon's proposal in the ICA because there are very legitimate
26 and necessary reasons why two repair intervals are required for a commingled EEL

1 including, in part, because two circuit IDs are required to effectively manage the
2 tracking and repair of each circuit in the commingled arrangement.

3 Moreover, Telcordia systems that are designed for all ILECs manage all trouble
4 reports and repair intervals on a circuit-by-circuit basis. The transport element in this
5 example is a tariffed circuit, while the loop is a UNE circuit. These circuits have
6 different circuit IDs and are often governed by different performance parameters,
7 including repair intervals. These differences are reflected in Qwest's repair processes
8 for commingled EELs, which are substantially the same as those used by other
9 ILECs, including those of SBC (as described in my Exhibit KAS-1, which was
10 previously filed in this matter). Based on information and belief, Qwest's repair
11 processes for commingled EELs are also consistent with those of Verizon. For more
12 information regarding the impact to the Qwest repair systems of a single repair
13 interval, please see the testimony of Qwest witness Timothy Gianes.

14 **Q. DID QWEST MAKE ANY EFFORT TO REACH A COMPROMISE ON**
15 **ISSUE 9-59?**

16 **A.** Yes. Despite its opposition to Eschelon's proposed language for the relevant portion
17 of the ICA, Qwest agreed to make changes to its repair process for commingled EELs
18 to address the concerns of Eschelon and to make a good faith effort at closing Issue 9-
19 59 during the ICA arbitration proceeding.

20 **Q. WHAT WAS ESCHELON'S PROPOSED LANGUAGE FOR THE REPAIR**
21 **OF COMMINGLED EELS IN ISSUE 9-59 DURING THE ARBITRATION?**

22 **A.** Eschelon proposed:

23 9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs

24
25 9.23.4.7.1 When CLEC reports a trouble through any of the means
26 described in Section 12.4.2.2, so long as Qwest provides more than one

1 circuit ID per Commingled EEL, CLEC may provide all circuit IDs
2 associated with the Commingled EEL in a single trouble report (i.e.,
3 Qwest shall not require CLEC to submit separate and/or consecutive
4 trouble reports for the different circuit IDs associated with the single
5 Commingled EEL). If CLEC is using CEMR to submit the trouble report,
6 for example, CLEC may report one circuit ID and include the other
7 circuit ID in the remarks section (unless the Parties agree to a
8 different method). Qwest will communicate a single trouble report
9 tracking number (i.e., the "ticket" number) (described in Section
10 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble
11 is reported.
12

13 9.23.4.7.1.1 If any circuit ID is missing from any Customer Service
14 Record associated with the Commingled EEL, Qwest will provide the
15 circuit ID information to CLEC at the time CLEC submits the trouble
16 report.
17

18 9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or
19 Trouble Isolation Charge (sometimes referred to as "No Trouble Found"
20 charge) only if Qwest dispatches and no trouble is found on both
21 circuits associated with the Commingled EEL. If CLEC may charge Qwest
22 pursuant to Section 12.4.1.8, CLEC may also charge only a single charge
23 for both circuits associated with the Commingled EEL.
24

25 **Q. DID QWEST MAKE AN ATTEMPT TO ADOPT AS MUCH OF THE**
26 **ESCHELON PROPOSED LANGUAGE AS ITS AUTOMATED REPAIR**
27 **SYSTEMS WOULD ALLOW?**

28 A. Yes. Qwest reviewed the Eschelon proposal and did agree to modify its repair
29 processes for commingled EELs. In so doing, Qwest was cognizant of Eschelon's
30 repeated representations in this arbitration and arbitrations in other states that it was
31 not seeking to require Qwest to modify its operation support systems ("OSSs") and
32 other automated systems through its proposals that sought modifications to Qwest's
33 existing processes for installation, billing and repair of commingled EELs.

1 **Q. DID ESCHELON STATE IN SWORN TESTIMONY THAT IT WAS NOT**
2 **REQUIRING QWEST TO MODIFY ITS SYSTEMS TO ACCOMMODATE**
3 **ITS PROPOSED COMMINGLED EEL PRODUCT MODIFICATIONS?**

4 A. Yes. Specifically, in his arbitration testimony describing Eschelon's proposals
5 relating to commingled EELs, Mr. Denney stated that "Eschelon is not asking Qwest
6 to modify systems and incur costs"¹

7 **Q. WHAT WAS QWEST'S PROPOSED MODIFICATION TO THE REPAIR**
8 **PROCESS FOR COMMINGLED EELS?**

9 A. Qwest agreed to modify its process as follows for repairs of a commingled EEL
10 arrangement when Qwest is providing all of the network elements. However, given
11 the complexities and various repair problems that can occur, it may be necessary that
12 a second repair ticket be opened, which would result in an associated second repair
13 interval starting. Thus, Qwest could not agree that there would never be a second
14 repair ticket and its associated repair interval. This is not unique to commingled
15 arrangements. Frequently, a second ticket (and associated repair interval) is required
16 for repairs involving UNE EELs and private line access services. For example, if a
17 repair on the loop portion of a UNE EEL or channel termination is requested and the
18 trouble is found on the higher capacity transport instead, a second repair ticket
19 becomes necessary and is opened. This allows for proper tracking, and future
20 references for repair history. In some cases, there may need to be an additional repair
21 center involved that would handle the loop-only related failure.

22 Qwest proposed to modify its process as follows:

23 First, the CLEC would do isolation testing to the Qwest network, and the
24 CLEC must provide overall test results across both circuits or authorize
25 optional testing for the UNE circuit before opening a trouble ticket. Charges

¹ Denney Direct at 157-58.

1 for Qwest performing testing on behalf of the CLEC are found in Exhibit A of
2 the ICA.

3 Second, the CLEC submits a repair ticket following the normal process, on the
4 specific Commingled circuit the CLEC has reason to believe has the failure.
5 For illustrative purposes, let's assume it is the UNE Loop.

6 Third, the CLEC will reference in the remarks field, the circuit ID of the
7 circuit that is linked (commingled) with the circuit identified as having the
8 failure. In our illustrative example; this would be the higher capacity
9 transport.

10 Fourth, Qwest processes the ticket and begins the repair process on the UNE
11 Loop, and if trouble is found on the UNE Loop, Qwest makes the repair and
12 the ticket is closed.

13 In the alternative, the UNE Loop tests clear, Qwest tests the associated circuit
14 identified in the remarks section and and Qwest finds trouble on the high
15 capacity transport portion of the commingled circuit. Qwest will close the
16 UNE Loop repair ticket; and communicate to the CLEC what was found. No
17 maintenance of services charges will apply since the trouble was isolated in
18 the Qwest network (even if not specifically on the UNE loop as reported by
19 the CLEC). The Qwest technician will contact the CLEC and they will
20 mutually agree upon which company opens the second repair ticket for the
21 higher capacity transport. If the Qwest technician opens the ticket, it will be a
22 manual ticket and not contain the bonded automated trouble ticket advantages.
23 If the CLEC opens the trouble ticket, it can follow the normal automated
24 process and enjoy all automated ticket advantages.

1 Fifth, no time delay occurs regardless of whether Qwest or the CLEC opens
2 the second ticket, and thus the repair process is not delayed. Qwest will
3 already be using the testing information gained from the first ticket to begin
4 the repair process for the second ticket.

5 Sixth, due to the fact that these are different services, the repair clock for
6 quality service measurements will start and end with the opening and closing
7 of the ticket associated with the specific circuit. In this example, the UNE
8 repair ticket would be closed with no trouble found, but no maintenance of
9 service charges would apply, since there was trouble found within the Qwest
10 network on the private line transport portion circuit.

11 Qwest believes these proposed changes address the issues raised by Eschelon, without
12 requiring significant system changes. By contrast, Eschelon's proposal could not be
13 implemented within its existing repair systems without significant changes to
14 systems.

15 **Q. DID QWEST PROPOSE ICA LANGUAGE THAT REFLECTED THE**
16 **MODIFICATIONS TO THE REPAIR PROCESS YOU DESCRIBE ABOVE?**

17 **A.** Yes. Qwest proposed the following language to memorialize this commitment in the
18 ICA:

19 9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs

20
21 9.23.4.7.1 When CLEC reports a trouble through any of the means described
22 in Section 12.4.2.2, CLEC may provide both circuit IDs associated with the
23 Commingled EEL in a single trouble report. If CLEC is using CEMR to
24 submit the trouble report, for example, the CLEC will first report one circuit
25 ID (the circuit it believes has the trouble) and include the other circuit ID in
26 the remarks section. Should a second repair ticket be required for the circuit
27 in the remarks section, Qwest will contact CLEC, and they will mutually
28 agree who will open the second repair ticket.

1 9.23.4.7.1.1 Intentionally left blank

2 9.23.4.7.1.2 Qwest may charge a single Maintenance of
3 Service or Trouble Isolation Charge only if Qwest dispatches
4 and no trouble is found on either circuit associated with the
5 Commingled EEL.

6 The language that follows is Qwest's proposed language with red-lining to show
7 how the proposal differs from Eschelon's proposal in the arbitration:

8 **9.23.4.7 Maintenance and Repair for UNE Component of Commingled**
9 **EELs**

10
11 9.23.4.7.1 When CLEC reports a trouble through any of the means described
12 in Section 12.4.2.2, ~~so long as Qwest provides more than one circuit ID per~~
13 ~~Commingled EEL~~, CLEC may provide all **both** circuit IDs associated with the
14 Commingled EEL in a single trouble report. ~~(i.e., Qwest shall not require~~
15 ~~CLEC to submit separate and/or consecutive trouble reports for the different~~
16 ~~circuit IDs associated with the single Commingled EEL).~~ If CLEC is using
17 CEMR to submit the trouble report, for example, **the CLEC may will first**
18 report one circuit ID **(the circuit it believes has the trouble)** and include the
19 other circuit ID in the remarks section. **Should a second repair ticket be**
20 **required for the circuit in the remarks section, Qwest will contact CLEC,**
21 **and they will mutually agree who will open the second repair ticket. for**
22 ~~the Qwest will communicate a single trouble report tracking number (i.e., the~~
23 ~~“ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled~~
24 ~~EEL to CLEC at the time the trouble is reported.~~

25 **9.23.4.7.1.1 If any circuit ID is missing from any Customer**
26 **Service Record associated with the Commingled EEL,**
27 **Qwest will provide the circuit ID information to CLEC at**
28 **the time CLEC submits the trouble report. Intentionally**
29 **left blank**

30 9.23.4.7.1.2 Qwest may charge a single Maintenance of
31 Service or Trouble Isolation Charge ~~(sometimes referred to as~~
32 **“No Trouble Found” charge)** only if Qwest dispatches and no
33 trouble is found on **either both** circuits associated with the
34 Commingled EEL. ~~If CLEC may charge Qwest pursuant to~~
35 ~~Section 12.4.1.8, CLEC may also charge only a single~~

1 **Q. HAS ESCHELON AGREED TO COMPENSATE QWEST FOR THE COSTS**
2 **QWEST WOULD INCUR TO IMPLEMENT THE SYSTEMS AND PROCESS**
3 **CHANGES THAT ECHELON'S PROPOSAL RELATING TO A SINGLE**
4 **REPAIR INTERVAL FOR TWO TROUBLE REPORTS WOULD REQUIRE?**

5 A. No, to my knowledge, Eschelon is requesting that Qwest implement significant
6 changes on its behalf without agreeing or offering to compensate Qwest for any
7 process or system related changes. Eschelon's apparent refusal to compensate Qwest
8 for the changes is an additional, significant flaw in its proposal. In contrast to
9 Eschelon's proposal, Qwest's proposal can be reasonably and efficiently implemented
10 within Qwest's existing repair systems without costly modifications. For more detail
11 on the financial impact to Qwest of this proposal, please see the testimony of Timothy
12 Gains.

13 **Q. IS IT REALISTIC TO ASSUME THAT A SECOND REPAIR TICKET (AND**
14 **ITS ASSOCIATED REPAIR INTERVAL) FOR COMMINGLED EEL**
15 **ARRANGEMENTS WILL NEVER BE REQUIRED AS PROPOSED BY**
16 **ESCHELON, AND CAN QWEST MAKE THAT COMMITMENT?**

17 A. No. The intent of Qwest's agreement to modify its repair process is to eliminate the
18 need in most circumstances for Eschelon to open two repair tickets instead of one for
19 commingled arrangements. It is important to note, however, that repairs can give rise
20 in some situations to an unavoidable need for two repair tickets and two repair
21 intervals.

22 **Q. DID THE COMMISSION ADOPT QWEST'S PROPOSED REPAIR PROCESS**
23 **DESCRIBE ABOVE?**

24 A. Yes. The Commission adopted Qwest's proposed repair process.²

² Opinion and Order, *In the Matter of the Petition of Eschelon Telecom, Inc., for Arbitration with Qwest Corporation Pursuant to 47 U.S.C. § 252(b) of the Federal Telecommunications Act of 1996*,

1 **Q. FOLLOWING THE COMMISSION'S ORDER ADOPTING THE QWEST**
2 **REPAIR PROCESS, WERE THE PARTIES ABLE TO NEGOTIATE**
3 **ADDITIONAL MODIFICATIONS TO THE QWEST REPAIR PROCESS AND**
4 **THE ICA LANGUAGE?**

5 A. Yes. Additional progress was made to narrow the areas of dispute between the
6 parties. However, the primary area of remaining disagreement between the parties
7 involves the time interval within which Qwest is required to complete repairs for a
8 commingled EEL. During the post hearing negotiations for Issues 9-59 Qwest
9 believes that Eschelon's revised ICA language would have expanded Qwest's repair
10 obligations instead of further documenting the Qwest proposed repair processes as
11 ordered by the Commission. Each party's final proposed ICA language is reproduced
12 at pages 4-6 of the ALJ's Recommended Opinion and Order (ROO).

13 **Q. HOW DID THE ALJ RULE ON THE PARTIES' PROPOSALS IN THE ROO?**

14 A. The ALJ adopted Eschelon's proposed language, with some additional clarifying
15 language, and recommended that instead of using separate repair intervals for each
16 component of the commingled EEL, Qwest should change its current process and use
17 a single repair interval for commingled EELs. Under Eschelon's proposed language
18 as adopted by the ALJ, the governing interval would be the longer of the UNE and
19 non-UNE intervals, except that separate intervals would govern if Eschelon does not
20 provide Qwest with the circuit IDs for both the UNE and the non-UNE circuit.³

21 **Q. DOES QWEST HAVE CONCERNS ABOUT THIS PROPOSAL?**

22 A. Yes. In addition to the legal position outlined in Qwest's Exceptions to the ROO,
23 filed on January 7, 2009, Qwest has four fact-based objections. First, Eschelon's
24 proposal does not account for important differences between Point-to-Point and
25 Multiplexed EELs. Second, the proposal is based upon inappropriate comparisons

Decision No. 70356 at 67 (May 16, 2008) ("Arbitration Order").

³ ROO at 13 and language set forth therein for ICA §§ 9.12.4.7.4.1 and 9.23.4.7.4.1.1.

1 between retail and wholesale services. Third, the proposed language does not adhere
2 to the Commission's order to adopt "Qwest's repair proposal." And fourth, the
3 transition from two intervals to one repair interval for commingled EELs would
4 require extensive changes to the OSSs used in the repair process (again, it is
5 important to note that these are Telcordia systems and are not unique to Qwest) and
6 would therefore impose very significant costs on Qwest. I will address the first three
7 fact-based objections in the remainder of my testimony, while Timothy Gianes will
8 address the fourth objection in his testimony.

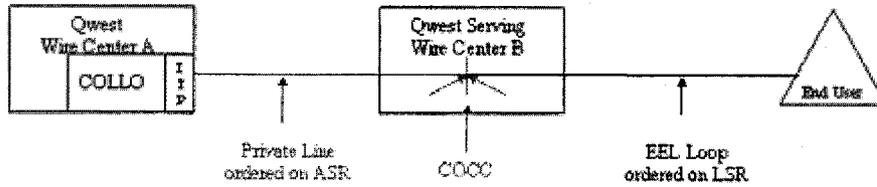
9 **B Eschelon's Proposal Does Not Account for Important Differences**
10 **Between Point-to-Point and Multiplexed EELs**

11 **Q. CAN YOU CLARIFY THE DIFFERENCE BETWEEN A POINT-TO-POINT**
12 **EEL AND A MULTIPLEXED EEL?**

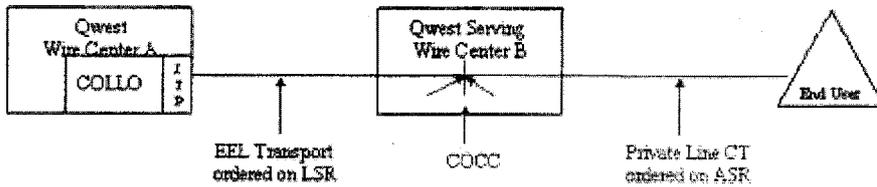
13 **A.** Yes. Both UNE EELs and commingled EELs are available in two general
14 configurations, the Point-To-Point EEL and the Multiplexed EEL. A point-to-point
15 commingled EEL is a UNE circuit connected to a Private Line circuit of the same
16 bandwidth; and either the loop or the transport is ordered from either the Private Line
17 Transport (PLT) or Special Access (SA) tariff. The connection between the tariffed
18 service and the UNE service is made via a central office connecting channel (COCC).
19 Two examples are:

- 20 • An EEL Loop connected to a PLT Transport circuit of the same bandwidth.
21 See diagram A
- 22 • EEL Transport connected to a PLT Channel Termination (loop) of the same
23 bandwidth, serving an end-user customer premises. See diagram B

EEL Loop Connected to PLT/SA Transport Circuit - Same Bandwidth
 Diagram A



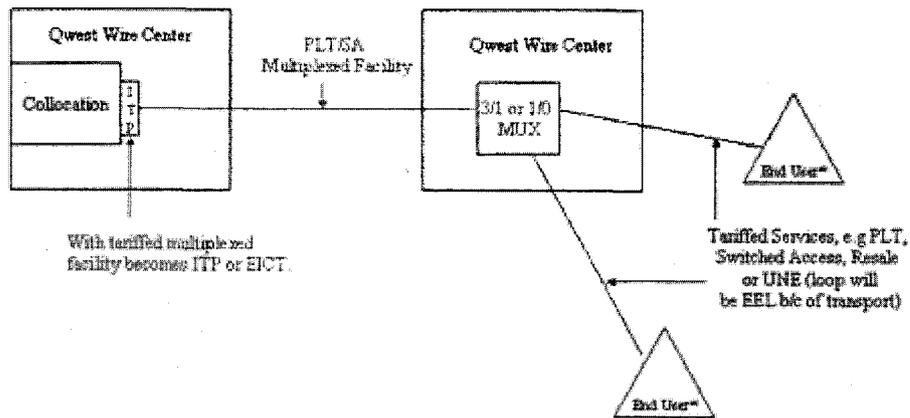
EEL Transport Connected to PLT/SA Chan Term Circuit - Same Bandwidth
 Diagram B



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A commingled EEL can also be a multiplexed EEL, e.g., an EEL unbundled Loop connected to a PLT/SA tariff multiplexed transport facility between Qwest wire centers. See diagram C.

EEL Loops Connected to a PLT/SA Multiplexed Facility
 Diagram C



6

1 **Q. WHY ARE THESE DIFFERENCES RELEVANT TO THE PARTIES'**
2 **DISPUTE?**

3 A. For all multiplexed circuit arrangements, regardless of whether they are UNE EELs,
4 resale or retail private line service, each individual circuit in the network
5 configuration has its own separate circuit ID. Should a repair be called in on such an
6 arrangement, a repair ticket is required for each circuit, *e.g.*, any of the specific loops
7 or higher capacity transport. If the wrong portion of the network arrangement has
8 been identified in a trouble report, then a separate ticket is opened and required. The
9 opening of an additional repair ticket on a different circuit in the network
10 configuration results in a new repair clock starting in all multiplexed network
11 configurations for both retail and wholesale. In other words, the repair clock restarts
12 in this situation for all multiplexed network arrangements, which means there is
13 parity between retail and wholesale services for this purpose.

14 However, Eschelon appears to want the Commission to require a single repair interval
15 for all EELs, not just point to point EELs. This would require Qwest to create a
16 unique repair processes regarding repair intervals than it currently provides for any
17 retail or wholesale customer. Qwest does not believe it appropriate to do so and
18 Qwest will be expanding on the legal aspects of this order in its post-hearing briefs.

19 **C Eschelon's Proposal is Premised on Inappropriate Comparisons**
20 **Between Retail and Wholesale Services**

21 **Q. DO YOU AGREE WITH THE SUGGESTION THAT QWEST'S PROPOSAL**
22 **IS DISCRIMINATORY BECAUSE THE COMMINGLED EEL IS NOT**
23 **TREATED ON PAR WITH THE UNE EEL OR PRIVATE LINE/SPECIAL**
24 **ACCESS?**

25 A. No. This suggestion is based on improper comparisons between retail and wholesale
26 services. The comparisons are improper because, as noted above, for all

1 Multiplexed circuit arrangements, regardless of whether they are wholesale EELs,
2 resale or retail private line service, each individual circuit in the network
3 configuration has its own separate circuit ID and therefore this is always two
4 individual repair tickets and two repair intervals.

5 Moreover for single bandwidth EELs, two different circuits, from two different
6 service arrangements (typically UNE and private line) are commingled. For each
7 individual network service for retail and wholesale customers, an individual circuit ID
8 (or its equivalent, such as a phone number) is assigned and each has its own repair
9 ticket and repair interval. In addition, as discussed below, these individual repair
10 activities are monitored as part of the Qwest PIDs and Potential PAP payments.

11 **D Eschelon's Proposed Language Does Not Adhere to the**
12 **Commission's Order to Adopt "Qwest's Repair Proposal"**

13 **Q. DOES ESCHELON'S PROPOSED LANGUAGE COMPLY WITH THE**
14 **COMMISSION'S ORDER TO ADOPT "QWEST'S REPAIR PROPOSAL"?**

15 A. No, as described above, "Qwest's repair proposal" as adopted by the Commission's
16 Order and as presented in the arbitration proceeding plainly requires a separate repair
17 interval or time clock for each circuit of a commingled EEL. Specifically, in my
18 prior testimony, I stated that "the repair clock for quality service measurements will
19 start and end with the opening and closing of the ticket associated with the *specific*
20 *circuit.*" The use of the singular – a "specific circuit" – clearly means that each
21 circuit will have its own, unique repair clock. If Qwest had intended to have just one
22 repair clock for both circuits, I would have made that clear by stating that a single
23 repair clock will apply to both circuits.

24 But, instead, my testimony recognizes that it may be necessary to open a trouble

1 ticket for each circuit and, when that occurs, the repair clock for each "specific
2 circuit" will begin and end with the opening and closing of each ticket.

3 There is no suggestion anywhere in my testimony that the Qwest repair proposal
4 adopted by the Commission calls for just one repair clock for both circuits. That
5 would not be consistent with Qwest's current processes and, accordingly, the concept
6 is not in my testimony. Moreover, the language that Eschelon presented in the
7 arbitration and that Qwest responded to in the arbitration did not even contain the
8 concept of a single repair clock.

9 In recommending the use of a single repair interval, the ROO states that Qwest has
10 not "convinced us that the repair time of four hours is overly burdensome."⁴
11 However, as described in Timothy Gianes' testimony also filed today, this statement
12 overlooks the fact that moving to a single repair interval for commingled EELs will
13 require Qwest to make extensive, costly changes to its OSSs because Qwest's systems
14 currently cannot combine the repair intervals for commingled circuits.

15 **E PID/PAP Impacts of a Single Repair Interval**

16 **Q. FOR COMMINGLED EELS SUPPLIED BY QWEST – FOR EXAMPLE, A**
17 **PRIVATE LINE AND UNBUNDLED LOOP –ARE THERE SEPARATE**
18 **SERVICE QUALITY MEASUREMENTS THAT WOULD APPLY**
19 **INDIVIDUALLY TO EACH CIRCUIT OF THE COMMINGLED**
20 **ARRANGEMENT?**

21 **A.** Yes, each circuit – the private line transport and the unbundled loop, as in the
22 example – would be treated individually from an ordering and maintenance/repair

⁴ ROO at 11.

1 perspective.

2 **Q. WHAT ARE SOME OF THE MEASUREMENTS THAT WOULD APPLY TO**
3 **THESES INDIVIDUAL CIRCUITS?**

4 A. For ordering there are several: OP-3 (installation commitments met), OP-4
5 (installation interval), OP-5 (new service installation quality) and OP-6 (installation
6 delay interval). For maintenance, there are also several: MR-5 (repair within 4
7 hours), MR-6 (repair interval), MR-7 (repeat repair rate) and MR-8 (trouble rate).

8 **Q. FOR SOME MAINTENANCE PIDS, IS A KEY COMPONENT QWEST'S**
9 **ACTUAL PERFORMANCE AGAINST THE REPAIR INTERVAL**
10 **STANDARD ESTABLISHED FOR A SERVICE (E.G., A CIRCUIT)?**

11 A. Yes. For example, in MR-5 (repair within 4 hours) if a commingled single repair
12 interval of four hours was established for two individual circuits with different circuit
13 IDs, then this PID's results would not be valid for this combined pair of circuits, since
14 the combination is not comparable to the PID standard. For example, the PID results
15 for the UNE DS1 loop are a parity standard against retail DS1 private line.
16 Therefore, if a single 4 hour repair interval for a DS1 UNE loop and a commingled
17 private line DS3 transport, is compared against a Qwest retail repair of a single DS1
18 loop, it may lead to Qwest results implying a lack of parity in the two repairs.

19 **Q. WHERE ARE THE SERVICE QUALITY MEASUREMENTS DEFINED**
20 **THAT WOULD ADDRESS THE INDIVIDUAL CIRCUITS IN A**
21 **COMMINGLED SERVICE?**

22 A. In the Service Performance Indicator Definitions (PID) that are part of the ICA
23 Exhibit B, incorporated as part of each CLEC's interconnection agreement in

1 Arizona. Currently, the ICAs contain the 14-State Section 271 PID Version 9.0.

2 **Q. DOES THE PID SPECIFY ANY DISAGGREGATIONS FOR THESE**
3 **MEASUREMENTS?**

4 A. Yes, there are two primary dimensions along which measurements are divided. The
5 first is geographically within the state, essentially an urban and rural breakdown. The
6 second is by product, for example, resale residential, resale DS1, unbundled loop 2-
7 wire, EEL-DS1.

8 **Q. WHAT IS THE PURPOSE OF MAKING THESE DISAGGREGATIONS IN**
9 **THE MEASUREMENTS?**

10 A. The essential purpose is to compare like to like services to measure service quality.
11 One would not want to compare a resale residential installation with a private line
12 fiber DS3 installation, to use an extreme example. A resale residential installation is
13 compared with the same retail residential service. A DS3 installation is compared
14 with a retail DS3 installation. Also, installations and repairs in an urban area require
15 a different approach than in a rural area. The comparisons have to be apples to apples
16 for the statistical tests to be appropriate.

17 **Q. WHAT KINDS OF STANDARDS ARE IN PLACE TO ASSESS SERVICE**
18 **QUALITY?**

19 A. There are basically two standards: benchmark and parity. Benchmarks are simply a
20 bright line comparison with a standard. For example, the OP-3 standard for EEL-
21 DS1 is 90% completed by the due date. If 90% or more are completed by the due
22 date, then the standard is met. Parity standards involve a comparison with a retail
23 comparative product. For example, unbundled DS1 loops are compared with retail

1 DS1. Statistical tests of parity are calculated to determine whether or not the
2 wholesale unbundled result is the same or different from the retail result.

3 **Q. WHAT WOULD HAPPEN IF SEPARATE SERVICES (E.G., UNBUNDLED**
4 **LOOP AND PRIVATE LINE TRANSPORT) WERE COMBINED ON THE**
5 **WHOLESALE SIDE AND TREATED AS A SINGLE SERVICE?**

6 A. The statistical tests would not be valid, since the comparison is no longer of apples to
7 apples. Although the results may show a disparity, that disparity is not a function of
8 disparate treatment, but rather of a faulty and imprecise measurement system. For the
9 statistical tests to be valid, the comparisons must be of apples to apples.

10 **Q. ARE THERE TECHNICAL STATISTICAL LIMITATIONS THAT WOULD**
11 **ADVISE AGAINST ATTEMPTING TO COMBINE SEPARATE SERVICES**
12 **FOR PERFORMANCE REPORTING?**

13 A. Yes, the problem in much of statistical analysis is to reduce error variance. That is
14 the primary reason for disaggregating along geographical and product dimensions.
15 Combining disparate products or services, like combining across geographical areas,
16 increases the error variance and reduces the effectiveness of the statistical tests.

17 **Q. DOES THE PID SPECIFY ANY WAY TO COMBINE SERVICES THAT ARE**
18 **PART OF A COMMINGLED ARRANGEMENT INTO A SINGLE**
19 **MEASUREMENT?**

20 A. No, the PID properly specifies the specific products for which measurements will be
21 made, separately from other products. The PID also specifies the service
22 performance standard for each product. There is not way to combine separate
23 products.

24 **Q. WHY IS THAT?**

1 A. One reason is that it would be nearly impossible to determine a comparative standard
2 for the separate combinations. The separate portions of a commingled service would
3 each have a separate standard, and one could be a benchmark and the other parity.
4 The PID has no specifications for how to combine products and standards.

5 **Q. WOULD PERFORMANCE ASSURANCE PLAN (PAP) PAYMENTS APPLY**
6 **TO A COMMINGLED SERVICE?**

7 A. Yes, PAP payments are specified in Exhibit K of the ICA.

8 **Q. FOR WHICH PRODUCT DISAGGREGATIONS DOES THE PAP SPECIFY**
9 **THAT PAYMENTS BE MADE?**

10 A. The PAP refers to the Exhibit B PID disaggregations, and payment calculations are
11 made for each of the product disaggregations specified in the PID, as well as each of
12 the geographical disaggregations specified in the PID.

13 **Q. COULD PAYMENTS IN THE PAP BE CALCULATED ON COMMINGLED**
14 **SERVICES TOGETHER?**

15 A. No, not without first creating PID disaggregations for the commingled services. This
16 would essentially involve creating a new metric, i.e., a PID and specific product
17 disaggregation that would include the two commingled services.

18 **Q. WOULD IT BE NECESSARY TO CREATE PID DISAGGREGATIONS FOR**
19 **EACH AND EVERY POSSIBLE COMMINGLED ARRANGEMENT**
20 **BETWEEN SERVICES A CLEC COULD REQUEST?**

21 A. Yes. For example, a CLEC could potentially create different commingled
22 combinations of unbundled transport, unbundled loops and various private line

1 services.

2 **Q. WOULD IT BE NECESSARY TO CREATE A BENCHMARK OR PARITY**
3 **RETAIL COMPARATIVE FOR EACH NEW METRIC?**

4 A. Yes, although it would be difficult to determine a benchmark or identify a retail
5 comparative since, by definition, the commingled arrangements are rare. Finding an
6 appropriate comparative standard would be very difficult.

7 **IV. CONCLUSION**

8 **Q. DO YOU HAVE ANY FINAL COMMENTS?**

9 A. Yes. The Arizona Corporation Commission should adopt the Qwest proposed
10 language for this issue. Qwest's proposed language properly and realistically
11 recognizes when a second repair clock interval (and its associated repair ticket) may
12 be necessary, yet it also allows the end-to-end repair process to begin with the issuing
13 of a single repair ticket if Eschelon inserts the commingled circuit ID in the remarks
14 section. Accordingly, the Commission should adopt Qwest's proposal and reject
15 Eschelon's proposals described above that would inflexibly require the use of a single
16 repair interval in all situations without regard for the ability of Qwest's systems to
17 handle that requirement, or for the very substantial costs that Qwest would incur just
18 to attempt to modify its systems to meet this requirement.

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

20 A. Yes.

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE PETITION OF)
ESCHELON TELECOM OF ARIZONA,)
INC. ARBITRATION WITH QWEST)
CORPORATION, PURSUANT TO 47 U.S.C.)
SECTION 252 OF THE FEDERAL)
TELECOMMUNICATIONS ACT OF 1996)
)
STATE OF OREGON)
COUNTY OF MULTNOMAH)
)
)

Docket No. T-03406A-06-0572
T-01051B-06-0572

AFFIDAVIT OF
KAREN A. STEWART

: SS

Karen A. Stewart, of lawful age being first duly sworn, deposes and states:

1. My name is Karen A. Stewart. I am Staff Director Compliance for Qwest Corporation in Portland, Oregon. I have caused to be filed written Direct Testimony in Docket Nos. T-03406A-06-0572 and T-01051B-06-0572.
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.

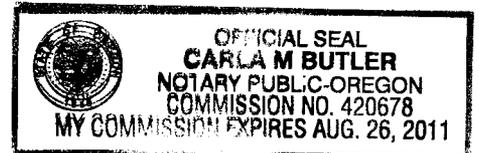
Further affiant sayeth not.

Karen A. Stewart
Karen A. Stewart

SUBSCRIBED AND SWORN to before me this 17th day of April, 2009.

Carla M Butler
Notary Public

My Commission Expires: 8/26/2011



BEFORE THE ARIZONA CORPORATION COMMISSION

KRISTIN MAYES
Chairman
GARY PIERCE
Commissioner
SANDRA KENNEDY
Commissioner
PAUL NEWMAN
Commissioner
BOB STUMP
Commissioner

**IN THE MATTER OF THE PETITION OF
ESCHELON TELECOM OF ARIZONA, INC.
FOR ARBITRATION WITH QWEST
CORPORATION, PURSUANT TO 47 U.S.C.
SECTION 252 OF THE FEDERAL
TELECOMMUNICATIONS ACT OF 1996**

DOCKET Nos. T-03406A-06-0572
T-01051B-06-0572

DIRECT TESTIMONY
OF
TIMOTHY GIANES
ON BEHALF OF
QWEST CORPORATION
APRIL 20, 2009
(Disputed Issue No. 9-59)

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1

I. IDENTIFICATION OF WITNESS

2

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

3

A. My name is Timothy Gianes. I am a Lead Process Analyst in Qwest Network Services. My office is located at 608 E. Pikes Pak, Colorado Springs CO.

4

5

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND EMPLOYMENT EXPERIENCE.

6

7

A. I have been employed by Qwest and its predecessor companies since January 1973. I have held a variety of positions in Qwest, including Construction Tech, Business Installation Tech, Field Supervisor, Test Center Supervisor, Repair Call Center Manager, & Designed Services Repair Center Director.

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In my current position as Lead Process Analyst, I have several responsibilities relating to Qwest's processes and procedures for performing repairs for designed services.¹ My responsibilities include providing support for the repair processes for unbundled services. I also perform supporting tasks relating to repairs that involve process compliance, performance results, and analyses of the impacts on Qwest's processes resulting from change requests. In particular, my responsibilities include providing subject matter expert advice to Qwest personnel involved in the repair process and participating in decision-making and preparation of documentation relating to changes in the repair process. I monitor the results of Qwest's repair processes and am involved in analyzing and proposing enhancements to the process. I also provide training on an informal

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¹ "Designed services" refers to services that are different from "plain old telephone service," or "POTS." These services are complex in that they typically involve the use of multiple network elements to provide a service and require coordinating or designing those elements to produce the service. Qwest uses a highly sophisticated electronic system – known as "TIRKS" – to capture or document the design of these services. A designed service also is identified through a circuit identification number ("circuit ID") associated with each circuit used in the design, unlike a POTS service that is identified through a standard telephone number.

1 basis to Qwest personnel relating to changes to the repair process. I have had
2 these responsibilities for designed services since 2000 and have had them for
3 unbundled services in particular since 2007.

4 **II. PURPOSE OF TESTIMONY**

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

6 A. My testimony addresses the practical implications of Eschelon's proposal that
7 Qwest begin using one repair interval instead of two for commingled Enhanced
8 Extended Loops ("EELs"). My testimony explains that moving from two repair
9 intervals to one interval would require extensive changes to Qwest's Operation
10 Support Systems ("OSSs") used in the repair process and would therefore impose
11 very significant burdens and costs on Qwest. My testimony also explains that
12 Qwest has legitimate reasons for using separate repair intervals for the UNE and
13 non-UNE circuits that comprise a commingled EEL.

14 **III. QWEST'S CURRENT PROCESSES FOR REPAIRING**
15 **COMMINGLED EELS**

16 **Q. WHAT ARE QWEST'S CURRENT PROCESSES FOR REPAIRING**
17 **COMMINGLED EELS?**

18 A. The process for repairing a commingled EEL begins with a CLEC's submission of
19 a trouble report to notify Qwest that there is a problem with a specific circuit.
20 The submission of a report triggers certain activities through which Qwest
21 determines the location and nature of any problems with a circuit and repairs the
22 circuit if the trouble is within Qwest's network. As I explain below, it is usually
23 necessary for a CLEC to submit a separate trouble report for each circuit of a
24 commingled EEL. A CLEC has the option of simultaneously submitting a report
25 on both circuits, but most CLECs elect to open just one report for the circuit that
26 they suspect is having the trouble. A CLEC's decision concerning which circuit
27 to include in a trouble report is based upon testing of the circuits that is usually

1 performed by the CLEC. Under Qwest's standard process, a CLEC is required to
2 perform thorough testing to isolate the problem before submitting a trouble report,
3 although a CLEC can authorize Qwest to perform these testing and isolation
4 procedures for it. The "isolation" testing that is performed is for the purpose of
5 determining which network (the CLEC's or Qwest's) has the trouble and, if it is
6 Qwest's network, where within the network the trouble is located.

7 **Q. UPON RECEIVING A TROUBLE REPORT FOR ONE OF THE**
8 **CIRCUITS OF A COMMINGLED EEL, WHAT STEPS DOES QWEST**
9 **TAKE?**

10 A. When a trouble report is submitted by a CLEC, Qwest "grabs" the report to begin
11 the testing and isolation process. The report is either grabbed electronically
12 through Qwest's automated test system or manually by a Qwest technician. If the
13 testing discloses that there is no trouble on the circuit within Qwest's network,
14 Qwest submits a request to the CLEC to close the report, indicating in the request
15 that no trouble was found in Qwest's network. If trouble is found on the circuit in
16 Qwest's network, a Qwest technician hands off the report to personnel in the
17 appropriate Qwest central office or to field personnel. Those personnel then
18 further isolate and repair the trouble within Qwest's network. The technician who
19 performs the repair completes final testing to ensure the repair is effective and
20 then submits a request to the CLEC to close the trouble report. Throughout this
21 process, Qwest provides the CLEC with status reports on the progress of the
22 repair effort.

23 **Q. WHAT PROCESS IS FOLLOWED IF QWEST DOES NOT FIND ANY**
24 **TROUBLE ON THE CIRCUIT THAT IS IDENTIFIED IN THE CLEC'S**
25 **TROUBLE REPORT?**

26 A. If Qwest tests and determines there is no trouble in the Qwest network on the
27 circuit listed in the trouble report, it will inform the CLEC of that result. The

1 CLEC then has the option of opening a new trouble report on the second circuit of
2 the commingled EEL. If the CLEC does submit a trouble report on the second
3 circuit, there is usually no need to associate that circuit with the first circuit
4 identified in the first trouble report. That is because the two reports are separate
5 and distinct from each other, as they involve separate circuits. Qwest will then
6 create a new repair ticket specific to that second circuit and will proceed with
7 testing and isolation. If trouble is found in that circuit on Qwest's network, Qwest
8 performs the necessary repair or "restoration" activities. An exception to this
9 process that I have just described is in those states (*e.g.*, Minnesota) in which
10 Qwest has accommodated Eschelon by agreeing to accept a single trouble report
11 that lists the circuit suspected of having trouble in the "circuit ID" field of the
12 report and also lists the circuit ID of the second or associated circuit in the
13 "remarks" field of the report. In that case, there is no need for Eschelon to submit
14 a second trouble report. However, Qwest itself opens or creates a second trouble
15 report for the associated circuit listed in the remarks field, as authorized by
16 Eschelon's listing of the second circuit in the remarks field.

17 **Q. WHY ARE SEPARATE TROUBLE REPORTS TYPICALLY REQUIRED**
18 **FOR EACH CIRCUIT OF A COMMINGLED EEL?**

19 A. Like other ILECs, Qwest receives and processes trouble reports electronically
20 using OSSs developed by Telcordia. The Telcordia systems are designed for
21 ILECs to manage trouble reports on a circuit-by-circuit basis. This circuit-
22 specific management is vital to the repair process, as it ensures that trouble reports
23 are routed to the repair centers and technicians that are best equipped to handle
24 the specific type of circuit at issue. For example, certain repair centers and
25 individual technicians have particular expertise in circuits of a specific
26 transmission parameter (*e.g.*, DS0, DS1, or DS3), while other centers and
27 technicians have expertise in circuits of a different transmission parameter. It is
28 clearly in the best interests of Qwest's CLEC customers for Qwest to route trouble

1 reports to the repair centers and technicians with the greatest level of expertise in
2 handling the specific type of circuit that is at issue. The Telcordia systems permit
3 this routing based upon information contained in the circuit identification
4 numbers ("circuit IDs") assigned to each circuit. The submission of a trouble
5 ticket that is specific to a circuit and that contains the circuit ID number of the
6 circuit permits Qwest's Telcordia systems to route the ticket to the appropriate
7 repair center and technician.

8 The need for separate trouble reports for the separate circuits of a commingled
9 EEL also flows from the fact that there are different designs and performance
10 parameters for each circuit whether it is a UNE or non-UNE. Qwest's electronic
11 ticketing system is designed to recognize the design and service parameters of
12 only the circuit listed in the "circuit ID" field of a trouble report and is not capable
13 of recognizing or pulling that information for an associated circuit listed in the
14 "remarks" field. This has important implications, since the inability of the system
15 to pull up this information for an associated circuit means that for performance
16 monitoring purposes, the system cannot identify whether there has been a "met"
17 or a "miss" with respect to compliance with performance requirements (*e.g.*,
18 compliance with the governing repair interval applicable to that circuit). Equally
19 important, Qwest's system can only implement "auto-testing" for a circuit listed in
20 the circuit ID field and cannot do so for a circuit listed in the remarks section.
21 The practical significance of this is that auto-testing typically allows for more
22 efficient completion of the testing process than does manual testing.

23 **Q. DOES QWEST'S STANDARD REPAIR PROCESS INCLUDE SEPARATE**
24 **REPAIR INTERVALS FOR THE UNE AND NON-UNE CIRCUITS OF A**
25 **COMMINGLED EEL?**

26 **A. Yes.**

1 **Q. WHY DOES QWEST HAVE SEPARATE REPAIR INTERVALS FOR**
2 **THE UNE AND NON-UNE CIRCUITS OF A COMMINGLED EEL?**

3 A. Separate and distinct repair intervals are established by different tariffs and
4 interconnection agreements for individual products and services. Qwest has an
5 obligation to comply with the intervals in those tariffs and agreements.

6 **Q. PLEASE DESCRIBE THE CONSEQUENCES QWEST FACES IF IT**
7 **MISSES A REPAIR INTERVAL FOR A CIRCUIT.**

8 A. The circuits that Qwest provides to CLECs through tariffs and interconnection
9 agreements are governed by repair requirements that are specific to the type of
10 circuit or service at issue. For each circuit, Qwest is required to comply with a
11 "mean time to repair" ("MTTR") duration or interval that is developed based upon
12 the unique characteristics of different types of circuits. Through application of
13 MTTRs, it is determined whether Qwest had a "miss" or a "meet" with respect to
14 the repair of a particular circuit or product – whether the repair was completed
15 within the interval established by the MTTR. Unbundled services are assigned
16 "like" MTTR parameters to those assigned to similar retail products. For
17 example, DS1 products typically carry a 4-hour MTTR while a POTS service may
18 be 24 hours. Thus, a DS1 ticket with an actual duration of four hours and ten
19 minutes would be considered a "miss," but a POTS ticket with the same duration
20 would be treated as a "met." A "miss" relating to the performance of a repair can
21 result in financial penalties being assessed against Qwest.

22 **Q. WHAT IS THE SIGNIFICANCE OF QWEST HAVING A "MISS"**
23 **AGAINST A MTTR THAT GOVERNS THE REPAIR OF A**
24 **PARTICULAR CIRCUIT?**

25 A. Under the interconnection agreements it has with CLECs, including the ICA
26 resulting from this arbitration, Qwest is held accountable for the percentage of
27 misses and average MTTR results it achieves. Misses or a failure to meet parity

1 requirements with respect to comparable services can result in financial penalties,
2 rebates to customers in situations involving outages, and possible liability for
3 business losses resulting from a failure to meet performance requirements.

4 **Q. PLEASE EXPLAIN HOW MEAN TIME TO REPAIR INTERVALS**
5 **APPLY TO COMMINGLED EELS.**

6 A. Each of the two circuits that make up a commingled EEL carries standard MTTR
7 designations and parameters that result in "misses" if Qwest fails to meet them.
8 Each circuit of a commingled EEL and therefore each trouble report submitted in
9 connection with a commingled EEL also impacts the average MTTR parity
10 measures.² The linked circuits of a commingled EEL often have different
11 standard duration measures (*e.g.*, the EEL at 4 hours and the linked Private Line
12 at 24 hours). The MTTR durations and "met/miss" results for the two circuits of a
13 commingled EEL are measured independently, since they are distinct and
14 different circuits.

15 **Q. PLEASE DESCRIBE THE EFFECTS ON QWEST'S "MET" AND "MISS"**
16 **DETERMINATIONS THAT WOULD RESULT FROM ADOPTION OF**
17 **ESCHELON'S PROPOSAL OF A SINGLE REPAIR INTERVAL FOR**
18 **COMMINGLED EELS.**

19 A. As described, the two circuits that make up a commingled EEL are distinctly
20 different circuits, and Qwest is required to accurately report MTTR and met/miss
21 results for each circuit. If Qwest is ordered to use a single, consolidated repair
22 interval for both circuits, this could artificially inflate the MTTR against a circuit
23 that in fact was not out of service and could result in inaccurately reporting a
24 circuit as a miss instead of a met. In other words, even if the first circuit submitted
25 by Eschelon is tested as "no trouble" by Qwest, Eschelon's proposal would require

² "Parity measures" refer to comparisons of average MTTRs for unbundled services (EEL) against comparable retail services.

1 Qwest to keep that report open while it tests the second circuit. As a result, for
2 performance measurement purposes, there could be a "miss" and resulting
3 financial penalties for that first circuit even though Qwest completed testing of the
4 first circuit within the governing interval. I provide an example of this in the
5 discussion below. The solution for avoiding this improper result is to allow
6 Qwest to close the first trouble report at the time that no trouble is found on that
7 circuit and to then open a second trouble report on the second circuit. Separate
8 MTTRs, with separate repair clocks, should be tracked for each circuit.

9 **Q. DOES QWEST ALSO MAINTAIN SEPARATE REPAIR INTERVALS**
10 **FOR ITS RETAIL SERVICES?**

11 A. Yes.

12 **Q. HOW DO YOU RESPOND TO THE SUGGESTION THAT QWEST'S USE**
13 **OF A SEPARATE REPAIR INTERVAL FOR EACH CIRCUIT OF A**
14 **COMMINGLED EEL IS DISCRIMINATORY IN COMPARISON TO**
15 **QWEST'S REPAIR PROCESS FOR UNE EELS AND PRIVATE**
16 **LINE/SPECIAL ACCESS?**

17 A. This suggestion is unfounded. In fact, Qwest follows the same policy across the
18 board by requiring retail customers to report a single circuit per ticket when the
19 circuits are not terminated at the same location.

20 **Q. YOU HAVE DESCRIBED QWEST'S STANDARD REPAIR PROCESS –**
21 **HAS QWEST ALREADY MODIFIED THAT PROCESS TO**
22 **ACCOMMODATE ESCHELON?**

23 A. Yes. In several states, Qwest has agreed to allow Eschelon to submit the two
24 circuits of a commingled EEL on a single trouble ticket by listing the circuit with
25 the suspected trouble and also listing the "associated" or second circuit in the
26 "remarks" section of the ticket. If the testing of the first circuit does not identify
27 trouble, Qwest automatically opens a second ticket on the associated circuit and

1 performs testing and isolation on that circuit. If trouble is found on that circuit in
2 Qwest's network, Qwest repairs and restores the circuit. In this process, separate
3 repair clocks are used for each circuit, meaning that the repair clock for the first
4 circuit opens and closes and then a new, separate repair clock opens for the
5 second circuit.

6 **Q. IN THE STATES IN WHICH QWEST IS USING THIS MODIFIED**
7 **REPAIR PROCESS, HAS ESCHELON IDENTIFIED ANY PROBLEMS**
8 **OR OTHERWISE COMPLAINED ABOUT THE USE OF SEPARATE**
9 **REPAIR CLOCKS FOR CIRCUIT OF A COMMINGLED EEL?**

10 A. To the best of my knowledge, Eschelon has not notified Qwest of any complaints,
11 service issues, or concerns with this process.

12 **IV. THE TRANSITION FROM TWO INTERVALS TO ONE REPAIR**
13 **INTERVAL FOR COMMINGLED EELS WOULD REQUIRE**
14 **EXTENSIVE CHANGES TO THE OSSs USED IN THE REPAIR**
15 **PROCESS**

16 **Q. PLEASE EXPLAIN WHY IMPOSING A SINGLE REPAIR INTERVAL**
17 **FOR THE TWO CIRCUITS OF A COMMINGLED EEL WOULD**
18 **REQUIRE QWEST TO MAKE SIGNIFICANT CHANGES TO ITS OSS.**

19 A. Adoption of Eschelon's request for a single repair interval would require Qwest to
20 choose one of two possible courses of action. First, Qwest would have to keep
21 open the first trouble report submitted on the first trouble ticket while it is testing,
22 isolating, repairing, and clearing the second circuit (assuming the trouble in the
23 second circuit is in Qwest's network). Alternatively, Qwest would have to add in
24 additional MTTR duration from the first trouble report while it creates the second
25 trouble report for the second ticket. Qwest would have to develop a revised
26 process and system enhancements to be able to properly administer two circuits
27 within a single ticket duration while performing all of the standard test, isolation,
28 repair, and ticket closure functions.

1 **Q. HOW WOULD THIS IMPACT QWEST?**

2 A. The Qwest ticketing system does not contain two separate circuit ID fields.
3 Therefore, as the system is currently designed, neither Qwest nor Eschelon can
4 input information, and properly administer and track resolution for two separate
5 circuits listed in a single trouble report. Additionally, Qwest's current repair
6 ticketing system utilizes the single circuit per ticket methodology to allow any
7 auto-test capability and to hand off a report and circuit to the central office or
8 field personnel responsible for completing a repair. The lack of the dual circuit
9 ID fields also eliminates the opportunity for Qwest to take advantage of any
10 potential "auto testing" functionality on the second circuit, which may result in
11 longer MTTRs. Further, the current ticketing system does not allow individually
12 tailored "miss" and "met" determinations, as those determinations are hard-coded
13 or locked into Qwest's systems based on established product and tariff definitions.
14 Therefore, Qwest would be unable to detect electronically which of the
15 commingled circuits had the longer miss/met duration and could not electronically
16 apply that duration to the single ticket.

17 A result of this limitation would be the need for extensive manual ticket creation
18 and manual ticket cancellations, which would create risks of human error in the
19 repair process. Further, a requirement of this type of significant manual activity
20 would lead to large volumes of work that would severely stretch Qwest's available
21 resources. The resulting taxation on resources could disrupt and slow down the
22 repair process, with potentially harmful effects for Eschelon and other CLECs.
23 For these reasons, Qwest cannot implement a manual solution to this problem,
24 and, if Eschelon's proposal were adopted, would have no choice but to undertake
25 the very costly systems changes that I describe below.

1 **Q. DO YOU HAVE A FURTHER EXAMPLE THAT DEMONSTRATES**
2 **HOW QWEST WOULD BE AFFECTED?**

3 A. Yes. For purposes of this example, assume that circuit # 1 of a commingled EEL
4 has a repair interval of four hours and that circuit # 2 has an interval of 24 hours.
5 Assume further that Eschelon submits a trouble report that lists circuit # 1 in the
6 circuit ID field and that circuit # 2 is listed in the remarks field. Assume further
7 that Qwest completes the testing of circuit # 1 within three hours and finds no
8 trouble and then completes the testing of circuit # 2 within another two hours, for
9 a total of five hours of testing. Even though that is well within the 24-hour
10 interval that would apply under Eschelon's proposal (*i.e.*, the longer of the two
11 intervals), Qwest's electronic system would still report that as a "miss," triggering
12 financial penalties. That is because Qwest's system identifies or pulls the
13 performance parameters only for the circuit listed in the circuit ID field – circuit #
14 1 – which means that the five hours of testing will be deemed by the system to be
15 a "miss" against the four hours that applies to circuit # 1. The only solution to this
16 problem would be for Qwest to modify its system to include access to the
17 performance parameters for the circuit listed in the remarks section – circuit # 2 –
18 which is an extremely costly undertaking.

19 **Q. WHAT OTHER CHANGES TO THE OSS WOULD QWEST HAVE TO**
20 **MAKE IN ORDER TO TRANSITION FROM TWO INTERVALS TO ONE**
21 **REPAIR INTERVAL FOR COMMINGLED EELS?**

22 A. The new process, as defined by Eschelon, would require Qwest to test the
23 commingled circuits consecutively, not simultaneously. As a result, for trouble
24 reports where trouble is found in Qwest's network on the second circuit listed in
25 the remarks field, there will be an automatic addition of MTTR duration to the initial
26 circuit listed in the circuit ID field. As is the case with all ILECs that use the
27 Telcordia ticketing system, the system does not allow Qwest to hand off to
28 internal work groups that may be required to fix the trouble on the second circuit

1 ID using the original trouble report. Qwest must internally create a second
2 trouble report for this purpose. Notably, Qwest uses the same ticketing system or
3 "WFAC systems" as other Regional Bell Operating Companies, and those
4 systems are designed by Telcordia according to industry standards.

5 **Q. HOW WOULD THIS IMPACT QWEST?**

6 A. Using the existing repair ticketing system design, Qwest would have to manually
7 create a second ticket in every case that Eschelon included a second circuit ID
8 within the remarks field of a trouble report. Also, CLEC access hours and local
9 contact information are required on all new trouble reports tickets, and Qwest
10 would have to obtain this information from Eschelon for the second trouble
11 reports that it opens for circuits listed in the remarks field. This would require
12 Qwest to contact Eschelon to acquire this data before dispatching to the field
13 when a dispatch is needed to complete a repair. In addition, to prevent an
14 automatic decline in performance results, Qwest would have to attempt to test all
15 secondary tickets simultaneously or in parallel, to the extent possible, to minimize
16 adding second ticket test time into the duration of the first ticket.

17 **Q. WHAT OTHER CHANGES TO ITS OSS WOULD QWEST HAVE TO**
18 **MAKE IN ORDER TO TRANSITION FROM TWO INTERVALS TO ONE**
19 **REPAIR INTERVAL FOR COMMINGLED EELS?**

20 A. It is our understanding that Eschelon would require Qwest to keep the original
21 trouble report open even if the first circuit is tested as no trouble found (*i.e.*, tests
22 find no trouble in Qwest's network). The report on the first circuit would remain
23 open while Qwest performs additional tests, isolation, and potential resolution on
24 the second circuit listed included in the remarks field of the trouble report. As I
25 allude to above, this would cause Qwest to falsely report additional MTTR
26 duration on the initial circuit, which may have quickly cleared the Qwest network
27 of trouble. An example demonstrates the problem:

1 14:00 Initial circuit (4 hour met/miss parameter) reported by CLEC and included
2 associated circuit (4 hour met/miss parameter) in remarks.

3 14:25 A Qwest technician has picked up the trouble report and performed
4 required tests and determined the Qwest network is clear on that circuit.
5 Typically, the Qwest technician would immediately contact the CLEC to
6 close the report, which would result in duration of 25 minutes and a "met"
7 ticket.

8 14:26 Qwest creates new trouble report on the second circuit provided by the
9 CLEC.

10 14:35 The Qwest technician has completed test/isolation and determined there is
11 trouble in the Qwest network on the second circuit. He "hands-off" the
12 report to the field work group to resolve it.

13 18:20 A Qwest field technician has resolved the problem, performed required
14 final tests, and contacted the CLEC to close the ticket.

15 In this typical scenario, under the current process used by Qwest for all customers
16 reporting two different circuits, each report would have been a "met" report, with
17 no financial penalties. The reported duration for the first circuit would be 25
18 minutes, and the reported duration for the second circuit would be three hours and
19 54 minutes.

20 However, in this same scenario under Eschelon's proposal, the first report would
21 have an inaccurate, combined duration of four hours and 19 minutes and would be
22 a "miss." Similarly, if Eschelon allowed Qwest to close the first report after 25
23 minutes but then required Qwest to back-time the start time of the second report
24 by 25 minutes, there would be the same net result with a miss on the second
25 report. Depending on the final order, the problem could be exacerbated even

1 more when the two circuits of a commingled EEL have different design and
2 transmission requirements and therefore different duration and miss/met
3 parameters (*i.e.*, the interval for the first circuit is four hours and the interval for
4 the second circuit is 24 hours). Qwest would potentially miss all of the first
5 reports that include combined durations where Qwest did test trouble on the
6 second circuit, since the second circuit carries a much longer parameter.

7 **Q. HOW WOULD THIS IMPACT QWEST?**

8 A. In all instances, this would automatically tack on the additional test, isolation, and
9 restoration time of the second trouble report to the MTTR of the first trouble
10 report. This would increase the miss rates, especially for "multiplexed services"
11 where the EEL circuit could be a four-hour duration and the private line circuit
12 could be an eight or 24-hour duration. Regardless of the transmission rates
13 and measured miss/met durations of each circuit, this will artificially drive up
14 average duration for most EEL circuits and would skew actual performance
15 results. This action would also cause double counting of MTTR against both the
16 first and second ticket.

17 **Q. ARE THERE ANY OTHER REASONS WHY IT WOULD BE DIFFICULT**
18 **FOR QWEST TO MODIFY ITS SYSTEMS TO COMBINE THE REPAIR**
19 **INTERVALS FOR COMMINGLED CIRCUITS?**

20 A. Yes. Since the Qwest trouble ticketing system is provided by and supported by
21 Telcordia, Qwest would need to explore and initiate massive change requests.
22 These requests would not only have to allow the input of two different circuits on
23 the same trouble report, but also would have to give the system the capability to
24 (1) recognize this input automatically, (2) immediately create a second ticket on
25 the associated circuit, and (3) initiate auto test, where capable, on the second
26 circuit. Only with these and additional enhancements would Qwest be able to
27 comply with this request and not inaccurately report longer durations against

1 certain trouble tickets and/or face penalties for misses that were not actually
2 misses.

3 **Q. HOW LONG WOULD IT TAKE QWEST TO IMPLEMENT THESE**
4 **SYSTEMS AND PROCESS CHANGES IF THEY WERE REQUIRED?**

5 A. We know that making these changes would be extremely time-consuming, but we
6 do not yet have a time estimate from our systems vendor, Telcordia. As described
7 below, however, we have received a high level cost estimate from Telcordia.

8 **Q. HOW DO CUSTOMERS REPORT CUSTOMER-OWNED**
9 **MULTIPLEXED CIRCUITS TO QWEST (i.e. DS0 VS. DS0 CIRCUITS**
10 **RIDING THE DS1)?**

11 A. Customers are expected to test and isolate trouble either into a specific DS0
12 (lower level entity) or the DS1 (higher level entity) before reporting the trouble to
13 Qwest. Customers are not allowed to include the DS0 level circuits within the
14 DS1 ticket. If multiple DS0 circuits are in trouble, each DS0 circuit must be
15 reported on a separate ticket, each of which would carry its own start and end
16 time, which determines the overall duration for each ticket. As stated above, if
17 the customer "elects" to include additional circuit IDs in the remarks section of
18 the single reported circuit, it may do so, but no additional tickets are automatically
19 created by Qwest. Nor are the additional circuits reported in any systems or
20 contained in performance results.

21 **Q. DOES QWEST ALLOW RETAIL OR OTHER WHOLESALE RESALE**
22 **CUSTOMERS TO SUBMIT AND INCLUDE CIRCUITS (I.E. DS0) THAT**
23 **RIDE A HIGHER LEVEL CIRCUIT (I.E. DS1) OWNED BY THE SAME**
24 **CUSTOMER ON THE TICKET THEY CREATED FOR THEIR DS1?**

25 A. No. Qwest requires all customers, retail and wholesale alike, to follow the same
26 repair ticketing procedure covered in the previous question, with the exception of
27 the arrangement with Eschelon in some states mentioned earlier.

1 **V. THE TRANSITION FROM TWO INTERVALS TO ONE REPAIR**
2 **INTERVAL FOR COMMINGLED EELS WOULD IMPOSE VERY**
3 **SIGNIFICANT COSTS ON QWEST**

4 **Q. WHAT WOULD IT COST QWEST TO TRANSITION FROM TWO**
5 **INTERVALS TO ONE REPAIR INTERVAL FOR COMMINGLED EELS?**

6 A. The high level estimate provided by the vendor (Telcordia) who supports the
7 WFA ticketing system is approximately \$375,000 - \$425,000. Attached hereto as
8 Confidential Exhibit TG-1 is a summary of that estimate provided by Telcordia.

9 **Q. WHY DID QWEST APPROACH TELCORDIA FOR THE REPAIR**
10 **TICKETING SYSTEM COST ESTIMATE?**

11 A. Telcordia is the historical and current vendor that supports Qwest's repair
12 ticketing systems, along with other extensive circuit-based system functionality.
13 As mentioned, all RBOCs use the same type of Telcordia repair system.

14 **Q. WHAT WERE THE TELCORDIA COST ESTIMATES BASED ON?**

15 A. Qwest, based on the known potential requirements of the Commission order,
16 provided system enhancement requirements to Telcordia.

17
18 **Q. WHO WITHIN TELCORDIA WAS RESPONSIBLE FOR RECEIVING**
19 **AND UNDERSTANDING THE REQUIREMENTS PROVIDED BY**
20 **QWEST AND FOR PROVIDING QWEST WITH THIS HIGH LEVEL**
21 **ESTIMATE?**

22 A. Gary Leslie Telcordia - WFAC-NSDB Solution Architect was the primary contact
23 for the detailed system enhancement requirements and was responsible for
24 interpreting those requirements into actionable items used to establish the
25 estimate. The actual estimate presentation provided by Telcordia to Qwest was
26 authored by Jack Lynott - Telcordia Account Executive.

1 **Q. WHAT ARE SOME OF THE KEY ELEMENTS OF THE SYSTEM**
2 **ENHANCEMENT REQUIREMENTS?**

3 A. These and possibly additional enhancements are required to enable Qwest to
4 effectively meet provisions of a Commission directive that would require Qwest
5 to not only allow the CLEC to submit more than one circuit per ticket, but to also
6 effectively manage a modified one off repair process on these tickets with two
7 circuits while not degrading the current level of performance which could result in
8 financial penalties or other costs to Qwest:

- 9 1. The enhancement estimate is dependant on the CLEC utilizing current Electronic
10 Bonding with Qwest (CEMR);
- 11 2. Add new data entry fields, rather than using a free flowing remarks section, into
12 the WFA ticket template format (OSSTREB Screen) to allow the CLEC to enter
13 a 2nd circuit ID along with their required test results, LCON info, Premises Access
14 info, etc.;
- 15 3. The WFA system would then need to recognize when a second circuit ID is
16 entered and would in fact automatically create a second ticket almost instantly;
- 17 4. Where Auto-test capability exists, the system would then kick off remote tests on
18 both circuits and post results to each individual ticket;
- 19 5. For tickets where Qwest isolates trouble into the Qwest network and where Auto
20 Hand-off is capable, the system will handoff the ticket to the appropriate internal
21 Qwest work group to fix or further isolate the trouble;
- 22 6. For tickets where Auto-test or Auto hand-off are not capable, a tester or testers
23 will manually perform the required tests/isolation/hand-off/resolution/closeout on
24 each individual ticket.
- 25 7. Each ticket will indicate there is a "related" ticket so if more than one Qwest
26 technician is handling the tickets they will know the circuits are part of a
27 Commingled EEL arrangement and will administer unique process requirements
28 as agreed.
- 29 8. When one of the related tickets is resolved/closed, the dynamic EB status message
30 will include:
31 a. A short message to indicate that this TR is one of a related pair
32 b. The Related TR#
33 c. The Related Circuit Id

BEFORE THE ARIZONA CORPORATION COMMISSION

KRISTIN MAYES
Chairman
GARY PIERCE
Commissioner
SANDRA KENNEDY
Commissioner
PAUL NEWMAN
Commissioner
BOB STUMP
Commissioner

**IN THE MATTER OF THE PETITION OF
ESCHELON TELECOM OF ARIZONA, INC.
FOR ARBITRATION WITH QWEST
CORPORATION, PURSUANT TO 47 U.S.C.
SECTION 252 OF THE FEDERAL
TELECOMMUNICATIONS ACT OF 1996**

DOCKET Nos. T-03406A-06-0572
T-01051B-06-0572

EXHIBITS
OF
TIMOTHY GIANES
ON BEHALF OF
QWEST CORPORATION
APRIL 20, 2009
(Disputed Issue No. 9-59)

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE PETITION OF)
ESCHELON TELECOM OF ARIZONA,)
INC. ARBITRATION WITH QWEST)
CORPORATION, PURSUANT TO 47 U.S.C.)
SECTION 252 OF THE FEDERAL)
TELECOMMUNICATIONS ACT OF 1996)

Docket No. T-03406A-06-0572
T-01051B-06-0572

STATE OF COLORADO)
COUNTY OF EL PASO)

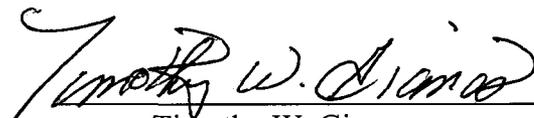
AFFIDAVIT OF
TIMOTHY W. GIANES

) : SS

Timothy W. Gianes, of lawful age being first duly sworn, deposes and states:

1. My name is Timothy W. Gianes. I am Lead Process Analyst for Qwest Corporation in Colorado Springs, Colorado. I have caused to be filed written Direct Testimony in Docket Nos. T-03406A-06-0572 and T-01051B-06-0572.
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.


Timothy W. Gianes

SUBSCRIBED AND SWORN to before me this [Fill in Number] day of April, 2009.


Notary Public

My Commission Expires: 10-24-2009



EXHIBIT TG-1

(REDACTED)

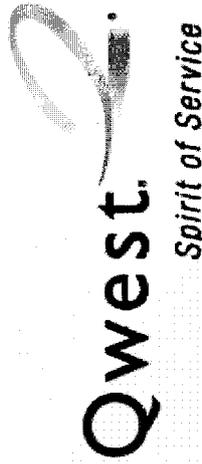


the elements of success

Arizona Corporation Commission
Docket No. T-03406A-06-0572
Docket No. T-01051B-06-0572
Qwest Corporation - TG-1
Confidential Exhibits of Timothy Glandes
April 20, 2009

■ ■ Auto-Generate & Relate Electronic Bonding (EB) Trouble Reports (TRs) ROM Proposal 9WQC07 for WFAC Enhancement

Prepared for:



Telcordia Contact:

Jack Lynott
Telcordia Account Executive
303-292-0938
jlynott@telcordia.com

March 26, 2009

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