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IN THE MATTER OF US WEST )  
COMMUNICATIONS, INC.'S COMPLI- )  
ANCE WITH § 271 OF THE )  
TELECOMMUNICATIONS ACT OF 1996 )

DOCKET NO. U-0000-97-238

TCG'S COMMENTS ON US WEST'S  
APRIL 13, 1998 SECTION 271 PARTIAL SUBMISSION

I. INTRODUCTION

Teleport Communications Group Inc. and TCG-Phoenix ("TCG") submits the following comments on the first partial compliance filing of US WEST Communications, Inc. ("US WEST"). In accordance with the Commission's procedures in this docket, set forth in Decision No. 60218, TCG responds here only to the specific checklist items identified in the affidavits attached to US WEST's filing.

The filing by US WEST is designed to demonstrate, in part, that US WEST believes it is entitled to provide interLATA services in accordance with Section 271 of the Telecommunications Act of 1996 (the "Act"). 47 U.S.C. § 271. Although TCG is responding to the specific checklist items here, the Commission must remain cognizant of TCG's view that § 251 of the Act requires performance parity across *all* of the checklist items. These requirements are, in many ways, intertwined with each other, and cannot be evaluated in isolation. In particular, the parity requirement is only met when the incumbent local exchange carrier ("ILEC"), in this case US WEST, provides parity in all respects.

1 In its review of US WEST's filings, the Commission must recognize that the  
2 greatest barrier to effective local exchange competition is the anti-competitive attitude and  
3 behavior of US WEST itself. Taking advantage of its monopoly position, US WEST has  
4 not hesitated to employ any tactic that would frustrate, delay, or otherwise impose  
5 substantial "costs of entanglement" on would-be competitors seeking to interconnect with  
6 US WEST's network and utilize US WEST's facilities as part of the provision of service.<sup>1</sup>

7 These "costs of entanglement" constitute inefficiencies forced upon competitors by  
8 US WEST, both in terms of process and in actual financial costs, that make it difficult to  
9 compete for large business customers and virtually preclude the ability to compete for  
10 small business or residential customers. This "strategy of entanglement" has been  
11 perfected and shamelessly used by US WEST to discourage competition since the passage  
12 of the Act.

13 The purpose of § 271, and indeed the purpose of the Telecommunications Act itself,  
14 is to rid competitors of those ILEC-imposed "entanglements" so that they may compete  
15 using their own skills and methods, rather than having to rely on the cooperation of those  
16 against whom they are competing. Congress imposed the checklist in § 271 as a means  
17 of having the FCC ask whether these "entanglements" have been minimized and whether  
18 the "costs of entanglement" have been reduced to their bare minimum as well. For US  
19 WEST, the answer to both questions is a resounding "NO." US WEST's local markets  
20 have not been irrevocably opened to competition. The "entanglements" are worse than  
21 ever, and the "costs of entanglement" remain extremely high.

22 TCG cannot emphasize enough the damage US WEST's "mistakes" and the "costs  
23 of entanglement" cause to our reputation and our relationships with large customers who

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24  
25 <sup>1</sup> Minimizing Entanglement, Maximizing Competition: Accelerating Local Exchange  
26 Competition by Neutralizing Monopolists' Ability to Control Competitors' Costs and  
Capabilities (February 1998).

1 demand quality and reliability. If TCG cannot compete successfully for these customers  
2 without substantial "entanglement costs," it cannot establish the economics of scale that  
3 are a prerequisite for serving residential and small business users on a largely "incre-  
4 mental" cost of business. Serving large users well is an essential step to serving smaller  
5 users, both in terms of business economies and in terms of business reputation. As long  
6 as US WEST maintains the ability to harm either, and because it actually continues to do  
7 so, the level of competition into these markets will be severely constrained.

8       The most obvious losers in US WEST's attempt to block local exchange competition  
9 are residential and small business consumers. In the case of larger consumers, TCG and  
10 other competitors can overcome, albeit at a high cost, the entanglements to provide  
11 service. Unfortunately, the same barriers are far too cumbersome to straddle when trying  
12 to provide service to a much broader group of consumers.

13       Satisfaction by US WEST of the obligations contained in the Section 271 checklist  
14 can only come when the entanglement ends and TCG and others can effectively provide  
15 competitive alternatives to all Arizona customers. TCG's comments focus on the need for  
16 this Commission to work with the FCC to eliminate these "costs of entanglement" and to  
17 allow true facilities-based competition to move ahead.

## 18    **II.   DISCUSSION**

19       Although TCG can only speak to its experiences, we believe that those experiences  
20 are consistent with other competitive providers. For example, US WEST was the only  
21 Regional Bell Operating Company ("RBOC") with whom no alternative or competitive local  
22 exchange carrier ("CLEC") was able to reach a negotiated interconnection agreement prior  
23 to start of arbitrations in September of 1996. In Arizona, US WEST has no fewer than  
24 18 appeals from Commission decisions to facilitate competition to various courts, including  
25 the Commission's decision to grant TCG its certificate of convenience and necessity (US  
26 WEST v. Arizona Corporation Commission, et al., No. CV97-00157 (Maricopa Cty. Sup.

1 Ct.)), and the Commission's approval of the TCG/US WEST Interconnection Agreement  
2 (US WEST v. Jennings, et al., No. CV97-0026-PHX-RGS (D. Ariz.)).

3 Although TCG and the Commission have, at this point, been successful in resisting  
4 these US WEST challenges, the "costs of entanglement" have been enormous. In addition  
5 to the obvious costs of attorneys fees, TCG and other competitors have been burdened by  
6 the diversion of resources to enforce US WEST's obligations under the Act, and delays  
7 caused by this defense, with the result that the advent of irreversible local exchange  
8 competition has been delayed. US WEST cannot have it both ways: it cannot take every  
9 possible step to frustrate local competition and then complain that potential competitors  
10 do not want to compete.

11 US WEST has also abused the Commission's own processes to delay successful  
12 competitive entry. For example, this Commission's inquiry into the establishment of  
13 performance measures has consistently been blocked by US WEST's unwillingness to  
14 provide information essential for the Commission to make determinations, and its  
15 applications of strained interpretations of the law to support its lack of cooperation.<sup>2</sup>

16 **A. TCG Has Detailed Information Showing US WEST Has Failed to**  
17 **Satisfy a Number of Checklist Items.**

18 In the affidavits attached to this filing, TCG presents a substantial amount of  
19 information demonstrating that US WEST has not satisfied many of the checklist items  
20

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21 <sup>2</sup> On May 22, 1998, US WEST and a number of other Parties, including TCG  
22 submitted a joint filing to the Commission representing a partial list of "agreed to"  
23 performance measures. TCG also joined a supplemental filing, detailing significant  
24 disagreements regarding both specific performance measures and fundamental differences  
25 in the application of the Act's parity requirement. These filings are the most recent in a  
26 series of filings, prefiled testimony, hearings and Commission-sponsored negotiations since  
the Commission first addressed the issue of the need for performance measures in its  
decisions on TCG's and other CLECs' interconnection arbitrations with US WEST in the  
fall of 1996.

1 identified in its partial § 271 compliance filing. The evidence demonstrates either that US  
2 WEST is not providing service or facilities to TCG at a level of parity with that US WEST  
3 provides itself, or that the lack of any performance measures with respect to US WEST's  
4 provisioning precludes TCG from determining whether the parity requirements were being  
5 met. In either case, US WEST is not able to demonstrate that it has satisfied the various  
6 checklist items.

7 This is critical, because the burden of proof is on US WEST to demonstrate that  
8 it has satisfied the checklist items. In its filing, US WEST asserts that it has satisfied  
9 each and every one of the checklist items set forth. The submissions, however, are  
10 entirely inconsistent with TCG's experience with US WEST in trying to implement full  
11 facilities-based competition, in which US WEST has imposed numerous "entanglements"  
12 that have made it impossible for TCG to fairly move ahead with competition. Contrary  
13 to its assertions, US WEST has stood directly in the way of competition on most of these  
14 checklist items. Therefore, US WEST is not justified in seeking interLATA authority  
15 under § 271 of the Act.

16 In these comments, TCG specifically demonstrates a failure by US WEST to satisfy  
17 the following checklist items:

- 18 (vii) nondiscriminatory access to 911 and E911 services;
- 19 (viii) access to white pages/directory listings;
- 20 (ix) nondiscriminatory access to telephone numbers;
- 21 (x) access to databases and signaling.

22 This information is presented through the following affidavits attached to these  
23 comments:

24 <u>Subject</u>	<u>Affiant</u>
25 White pages/directory listings	Cheryl Herrold
26 Telephone numbers	John Gorzelle

1                   911/E911 access

Larry Danner

2                   Databases and signaling

Quinn F. Croan

3                   These declarations identify many of the more serious "entanglements" US WEST  
4 has created which stand in the way of competition. They describe actions by US WEST  
5 that violate the Act and fail to satisfy the checklist. Any one of them precludes a finding  
6 that the checklist is satisfied. Together, these facts paint a picture of an ILEC actively  
7 working to prevent local exchange competition.

8                   The purpose of the § 271 checklist is to make certain that the local market is  
9 "irrevocably open to competition" before interLATA entry by an RBOC is authorized. The  
10 evidence set forth in TCG's comments show that US WEST's local market is not even  
11 "revocably" open to competition. Given these facts, US WEST's § 271 application cannot  
12 be approved.<sup>3</sup>

13                   **B.     Access to 911/E911 - Checklist Item (vi)**

14                   One of the fundamental obligations of both US WEST and TCG as a local exchange  
15 providers is the provision of 911/E911 access for emergency services. The potential  
16 consequences of a failure to provide such service can literally be matters of life and death.

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17  
18  
19                   <sup>3</sup> Although TCG limits its comments to those issues raised by US WEST's partial  
20 filing, it is important to highlight that many of the specific problems described in the  
21 comments and attached declarations are also closely tied to US WEST's failure to meet  
22 specific obligations under the Act and other checklist items. For example, many of the  
23 problems raised by TCG can only be addressed by the implementation of effective and  
24 interconnected Operational Support Systems ("OSS"). Although the FCC has refused US  
25 WEST's request to delay its implementation of OSS consistent with the Act's require-  
26 ments, and at least one state commission — the Colorado Public Utilities Commission —  
has initiated a show cause proceeding on the subject, US WEST acknowledges in its filing  
that certain terms of its compliance with the checklist items alleged in its initial filing are  
dependent on not yet implemented OSS functions (e.g., Affidavit of Leila A. Gibson, p. 17,  
re: CLEC access to for LIDB database modifications being reliant on implementation of  
US WEST's Interconnect Mediated Access ("IMA") Web page).

1 Therefore, the inclusion by Congress of such access as one of the § 271 checklist  
2 requirements appears to be equally fundamental to the public interest.

3 While the establishment of proper 911/E911 access for a CLEC's customers requires  
4 coordination with both the ILEC and the Public Safety Access Providers ("PSAPs") to  
5 ensure proper network arrangements, no consumer can benefit from those services  
6 without dial tone. Therefore, the precise coordination of the transition of a customer's  
7 service from one carrier to another is essential to preserve reliable access to emergency  
8 services provided by 911/E911.

9 In spite of the vital nature of this service, TCG has experienced problems with US  
10 WEST in the implementation of Interim Number Portability ("INP") for customers moving  
11 from US WEST to TCG's service. As detailed in the Declaration of Larry Danner, US  
12 WEST's execution of INP transfers to TCG has resulted in customers being without  
13 911/E911 access. Specifically, US WEST has disconnected orders significantly in advance  
14 of the time specified in its Firm Order Commitment ("FOC") issued to TCG. As a result,  
15 US WEST customers moving to TCG were cut off from the public switched network for  
16 several hours, in spite of careful procedures established by TCG to avoid such a result.  
17 [Danner Declaration, ¶¶ 10-11] These errors were compiled by the fact that TCG was  
18 unable to remedy the situation because TCG employees were unable to get proper  
19 cooperation from US WEST's. [Danner Declaration, ¶¶ 12-13]

20 Unfortunately, this type of problem often results in the customer believing that  
21 TCG is not capable of properly handling a service cut over, when in fact TCG is not at all  
22 responsible. Therefore, as a result of US WEST's failure, the customer's first impression  
23 of TCG service is unnecessarily clouded with doubt, adding significantly to TCG's  
24 challenge, as a new entrant, to win and maintain customers by providing better service  
25 than the incumbent. Each time US WEST causes such problems, the competitors  
26 difficulties in penetrating the local exchange market are increased. Further, as with any

1 of the issues raised by TCG in these comments, errors like the ones described by Mr.  
2 Danner will become significantly greater as TCG attempts to serve more customers. Until  
3 these types of problems are cured, US WEST cannot be said to meet the requirement to  
4 provide nondiscriminatory access to 911/E911 services.

5 **C. Access to White Pages/Directory Listings - Checklist Item (vii)**

6 TCG has faced significant problems with Pacific Bell in the context of directory  
7 assistance ("411") listings, a clear area of "entanglement" because US WEST controls the  
8 database that TCG must use. It is without question that in order to compete effectively,  
9 a CLEC like TCG must offer high quality local exchange services to customers. As part  
10 of such services, TCG must be able to provide its customers with the same listing services  
11 as those provided by the ILEC to its customers, including listings in the white and yellow  
12 pages directories and the 411 database. Such listings provide both business and  
13 residential customers with their public identities, and the attendant business and personal  
14 communication opportunities. The value of these identities is so significant that TCG's  
15 efforts to attract consumers without a guarantee that they will have their essential  
16 information appear in the same format and with the same timeliness and accessibility as  
17 it appears for ILEC customers, can seriously limit TCG's competitive capabilities.

18 Under the terms of TCG's Interconnection Agreement with US WEST, US WEST  
19 is obligated to provide "CLEC Listing Service." Such service consists of US WEST placing  
20 the names, address and telephone numbers of TCG's customers in US WEST's databases  
21 , based on customer information provided by TCG. [Interconnection Agreement, Section  
22 IV. B. - Directory Assistance Listings and White Pages] Although US WEST has provided  
23 TCG with its Listings format specifications which allegedly supply the guidelines for TCG  
24 to follow when submitting such information, TCG has experienced difficulty in obtaining  
25 uniform results in supplying this information. As detailed in the affidavit of Cheryl  
26 . . .

1 Herrold, the information submission process continues to be a "moving target." [Herrold  
2 Affidavit, ¶ 9]

3 Similarly, US WEST has failed to provide TCG with an efficient and effective  
4 mechanism for ensuring that the customer information, once provided to US WEST, is  
5 properly placed in the appropriate database, and accessible for both 411 requests and  
6 directory listings publications. As a result of these failures, TCG has been forced to take  
7 remedial steps. TCG has been required to institute a process whereby it places calls to  
8 411 following submission of new numbers to ensure that numbers have been accurately  
9 placed into the database. If the numbers do not appear, TCG is forced to contact US  
10 WEST to resolve the problem. This is an extremely time-intensive manual process which  
11 cannot be used in the future as the number of new TCG customers increases. [Herrold  
12 Declaration, ¶ 10]

13 The § 271 checklist was designed to address these issues and to highlight those  
14 functions necessary to allow true facilities-based competition to develop. The problems  
15 described above with respect to directory databases clearly evidence discriminatory  
16 treatment by US WEST as it imposes inefficiencies and costs on TCG, in violation of the  
17 Act. The Commission must consider how these entanglement problems will be multiplied,  
18 and would clearly bring competition to a grinding halt, if competitors to US WEST try to  
19 begin service to hundreds of customers each day. Until these types of problems are fixed,  
20 there will not be any broad expansion of local exchange competition in Arizona.

21 **D. Nondiscriminatory Access to Telephone Numbers - Checklist Item (ix)**

22 In order for facilities-based local exchange competition to work, competitors must  
23 have nondiscriminatory access to telephone numbers. This not only requires that the  
24 ILEC, in its role as code administrator, assign telephone numbers to competitors in a  
25 nondiscriminatory fashion, but also that the ILEC program its network to recognize that  
26 these numbers have been assigned to a competitor. The numbering information is used

1 both for routing and rating of telephone calls. Again, these are "entanglements" with US  
2 WEST and here, as before, US WEST has failed to meet its obligations.

3 TCG has experienced numerous problems with US WEST with respect to NXX code  
4 openings and translations. In many of these cases US WEST has failed to open a TCG  
5 NXX code in one or more of its switches resulting in customers being unable to complete  
6 calls to the numbers of TCG's customers. US WEST has refused to acknowledge these  
7 problems as ones relating to its operations vis-a-vis TCG, and therefore been unwilling to  
8 respond to problems raised by TCG. Instead, TCG has been forced to resort to imposing  
9 on its customers and customers' contacts to prod US WEST into resolving these problems.  
10 [Gorzelle Declaration, ¶ 8]

11 All of these problems are further "costs of entanglement" that must be eliminated  
12 if ubiquitous competition is to be achieved. As the geographic reach of competition  
13 expands, and more customers are added, CLECs will continue to open new NXX codes.  
14 US WEST must comply with this checklist item for true facilities-based competition to  
15 emerge.

16 **E. Access to Databases and Signaling - Checklist Item (x)**

17 Signaling systems facilitate the routing of telephone calls between switches. Such  
18 systems are physically separate from the network carrying customers' traffic and operate  
19 simultaneously to provide information essential for operation of today's networks: (i) high  
20 speed call set up; and (ii) transaction capability to deal with remote database interactions.

21 Consistent with the importance of access to databases and the associated signaling  
22 systems, the FCC concluded in its First Report and Order that the exchange of signaling  
23 information between LECs necessary to exchange traffic and access call related databases  
24 was included within the interconnection obligation of § 251(c)(2) of the Act (First Report  
25 and Order, ¶ 478), and the obligation to provide access to unbundled network elements  
26 . . .

1 under § 251(c)(3). [First Report and Order, ¶ 479] Further, § 271(c)(2)(B)(x) specifically  
2 designates such access as a separate checklist item.

3 In recognition of this obligation, the TCG/US WEST Interconnection Agreement  
4 sets forth specific terms for TCG's access to the databases and signaling systems. Section  
5 II., F., entitled Nondiscriminatory Access to Databases and Associated Signaling, of the  
6 Interconnection Agreement states:

7 US WEST will make available . . . interconnection to its SS7  
8 signaling network to enable signaling necessary for call routing  
9 and completion between the Parties. US WEST will also make  
available unbundled SS7 signaling Links (*i.e.*, A, B and D links)  
for connection to US WEST's STPs.

10 The Agreement further provides the guidelines for the pricing of this interconnection and  
11 access.

12 Although TCG is a facilities-based carrier, and therefore operates its own switches,  
13 TCG does not yet have its own its own Common Channel Signaling/Signaling System 7  
14 network to provide these functions. Instead, TCG contracts with a third party to obtain  
15 these services on a nation wide basis. TCG has recently begun an effort to obtain SS7  
16 signaling and associated database services from US WEST and to move TCG's links from  
17 a different third party vendor's Signaling Transfer Points ("STPs") to US WEST's STPs.

18 In response to TCG's request for such interconnection and access, US WEST has  
19 recently proposed to TCG three draft contracts for the provision of databases and  
20 associated signaling. The first draft contract, "Transient Interim Signaling Capability  
21 Service Agreement," provides terms and conditions for access to US WEST's signaling  
22 network. The second and third draft contracts provide access to signaling for CLASS  
23 services and the Calling Name database. As described in Mr. Croan's declaration,  
24 although TCG has only completed an initial review of these proposed contracts, all three  
25 contracts appear to contain provisions which are contradictory to, and far more restrictive  
26 than the terms of the TCG/US WEST Interconnection Agreement. Given these concerns,

1 TCG's initial experience in seeking interconnection and access to US WEST's SS7 network  
2 provides yet another example US WEST imposing "costs of entanglement" on would be  
3 competitors.

4 The critical need for speedy action in the implementation of interconnection  
5 agreements was underscored by the Iowa Utilities Board, when it imposed civil penalties  
6 on US WEST for its failure to fulfil obligations of its interconnection agreements under  
7 the time frame established by the Board. The Board found:

8 The timely implementation of the interconnection agreement  
9 . . . is a matter of highest public policy importance under Iowa  
10 code . . . , and under the Federal Telecommunications Act of  
11 1996. It is essential to the development of local service  
12 competition that US WEST comply with the implementation  
13 schedule set by the board.<sup>4</sup>

14 Yet, in spite of such clear messages from regulators, US WEST appears to have not  
15 modified its internal processes to conform with the obligations imposed by Congress, the  
16 FCC and interconnection agreements over the last two and one-half years. This is because  
17 ILECs like US WEST have a strong market incentive to delay implementation. Such  
18 delay may accomplish four ILEC objectives: it keeps customers from selecting a CLEC; it  
19 can limit CLEC revenues; it drives up CLEC costs; and it forces CLECs to divert resources  
20 away from investment in competitive infrastructure in order to participate in dispute  
21 resolution processes.

22 In the case of TCG's request for interconnection and unbundled access to US  
23 WEST's SS7 network, US WEST has proposed terms that directly contradict its  
24 obligations under the Act. By making these inconsistent proposals, rather than  
25 responding to TCG's request with information and conditions that are consistent with the

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26 <sup>4</sup> Order Finding Continuing Violation and Levying Civil Penalties. State of Iowa,  
Department of Commerce, Utilities Board. Docket No. AIA-96-1 (ARB-96-1) In Re: AT&T  
Communications of the Midwest, Inc., and US WEST Communications, Inc. April 4, 1997.

1 Parties' Interconnection Agreement, US WEST is starting its all too familiar process of  
2 interjecting delay and added costs and complexity into each step of implementation of the  
3 requirements of the Act and the terms of its interconnection agreements. By doing so, US  
4 WEST continues to slow competitive entry, while needlessly draining resources of the  
5 CLECs trying to enter the market.

6 Most significantly, these actions have delayed the benefits of competition from  
7 reaching consumers. By doing this, US WEST has undermined the basic goal of both the  
8 Act and this Commission's own actions to enhance the local exchange market and provide  
9 consumer's with better service at lower rates.

10 US WEST's assertions that it has met the checklist requirement to provide  
11 nondiscriminatory access to databases and associated signaling necessary to route and  
12 complete calls is just that - an over broad claim made without proof or recognition of the  
13 actual experiences of CLECs. Therefore, this Commission must reject US WEST's partial  
14 filing.

### 15 **III. CONCLUSION**

16 In a review of the limited checklist items to which US WEST has alleged  
17 compliance, it becomes readily apparent that the "entanglements" imposed on competitors -  
18 and therefore upon consumers — that US WEST has looped around its competitors are  
19 complicated and difficult to deal with in a reasonable way. The "costs of entanglement"  
20 are burdensome and extensive. When the Commission takes a close, careful look at the  
21 underlying facts about US WEST's assertions that it has satisfied elements of the § 271  
22 checklist, the Commission must reject these assertions out of hand. The evidence provided  
23 by TCG in its filings alone demonstrate that US WEST has not even come close to  
24 meeting its checklist obligations for even one of the Act's requirements.

25 . . .

26 . . .

1 As noted above, US WEST's conduct has made it extremely difficult for TCG to  
2 serve large customers. This, in turn, limits TCG's ability to expand to serving residential  
3 and small business customers. US WEST is blocking competition at every level.

4 For all the reasons set forth above, the Commission must reject US WEST's claim  
5 to compliance with even part of the § 271 checklist. Were it to do otherwise there would  
6 be no incentive left for US WEST to eliminate the "entanglements" it has created. The  
7 Commission must maintain that incentive until US WEST has truly acted in compliance  
8 with the Act. Until US WEST has done so, the Commission cannot determine that any  
9 checklist item has been satisfied.

10  
11 May 26, 1998.

12 TCG PHOENIX

13  
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## DECLARATION OF CHERYL HERROLD

I, Cheryl Herrold, hereby declare:

1. I am currently Field Service Representative and Acting Supervisor for TCG Phoenix ("TCG"). I have been employed by TCG since August 1996, and have held my present position since September of 1997. As Field Service Representative/Acting Supervisor, I am responsible for coordination with customers to oversee the provision of service by TCG. In particular, I am charged with confirming that TCG customer listings are properly included in the Directory Assistance and Directory Listing data bases maintained by U S WEST. This declaration is submitted in support of TCG's comments on the submissions by U S WEST in Docket No. U-0000-97-238, In the Matter of U S WEST Communications, Inc.'s Compliance with §271 of the Telecommunications Act of 1996.

2. The following information relates to my experience with U S WEST in the area of directory assistance. Customers of TCG require the availability of accurate, timely directory assistance services as a critical part of the telecommunications services they purchase from TCG. Indeed, directory assistance is an essential means by which these customers are reached by their own customers, so TCG places an extremely high importance on providing reliable, timely directory assistance to its customers.

3. Moreover, as a carrier providing telecommunications services using many of its own facilities, TCG has a strong interest in insuring that those aspects of service which must be administered in cooperation with U S WEST are provided in the most efficient and precise manner possible. My declaration addresses TCG's experiences with U S WEST while procuring and implementing this important functionality.

### **The Importance of Correct Directory Listing Information**

4. It is without question that competitive local exchange carriers (“CLECs”) like TCG must offer quality local exchange services to end use customers. As part of such service, TCG must ensure that its customers are listed in the ILEC directories, including white and yellow pages and directory assistance. TCG’s customers must be confident that their business and personal names, addresses and telephones numbers will be accurately recorded in the ILEC’s regularly printed telephone directories and directory assistance data bases, or they will not be TCG customers for very long. Business and residential customers should not lose their public identities, and the attendant business and personal opportunities, simply because they exercise the right to choose a carrier other than the ILEC to provide their local service. It is the responsibility of the ILEC to provide TCG with nondiscriminatory access to its directories and directory assistance databases, so that customers choosing TCG will have their essential information appear in the same format, and with the same timeliness and accessibility, as it appears for existing ILEC customers.

#### **Directory Assistance -- Checklist Item (vii)**

5. One of the steps which TCG must perform as part of provisioning local telephone service to customers is to ensure that the telephone number assigned by TCG to the customer is included in the U S WEST databases used to provide 411 to consumers and publish directory listings. Under the terms of TCG’s Interconnection Agreement with U S WEST, U S WEST is obligated to provide ALEC Listing Service which consists of U S WEST placing the names, addresses and telephone numbers of TCG’s end users in U S WEST’s listings database, based on end user information provided to U S WEST by TCG.

(Interconnection Agreement, Section IV. B. - Directory Assistance Listings and White Pages.)

6. Pursuant to the terms of the Interconnection Agreement, U S WEST has furnished TCG with its Listings format specifications, which provide the guidelines for the submission of directory listing information by TCG to U S WEST.

7. Each time a customer selects TCG to provide local exchange service, TCG must provide U S WEST with the TCG customer's name and phone number to be included in the 411 database, as well as in the white pages of the phone directory. To include a TCG customer in the 411 database, TCG must complete a form and submit the information to U S WEST via facsimile. This manual process requires a TCG employee to complete the form and transmit it to U S WEST, where the TCG customer information is then input into U S WEST's databases. Once TCG submits the information, it awaits a confirmation from U S WEST. TCG has no further control of the process, and instead must wait for U S WEST to process the request for inclusion in the database.

8. It is my understanding that U S WEST uses the same database for directory assistance ("911") and for publishing white and yellow page telephone directories. Therefore, TCG's submission of information, and the subsequent process for determining that customer information is included in U S WEST's database, is sufficient for both purposes.

9. Due to U S WEST's manual process, TCG has faced persistent difficulties and delays with U S WEST in insuring that TCG's customers' directory listing needs are met. First, although TCG makes every effort to comply with U S WEST's published specifications for the submission of this information, in practice U S WEST often requires information to be submitted in different configurations. For example, U S WEST has required different use of

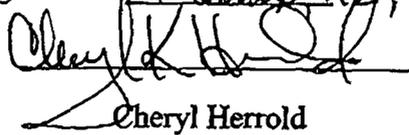
spacing and punctuation in order formats. Further, modifications to the required format vary from order to order, and appear to have no uniform applicability. Such modifications often require TCG to submit numerous replacement requests, thereby burdening TCG with additional work to complete orders and creating unnecessary delays in the implementation of TCG's requests.

10. Additionally, the manual nature of the process creates undue burden and delay for TCG and its customers in confirming the existence of DA listing service, and where necessary, taking remedial steps to cure the deficiency. Without a mechanized process, TCG has no means of learning from U S WEST whether or not the database entries have been made. Accordingly, TCG has been required to institute a process whereby it places calls to 411 following the submission of new numbers to ensure that the numbers have been placed in the database, a

process it uses as the only means of verifying this information. If numbers do not appear, TCG must contact U S WEST again to try to resolve the problem.

11. Moreover, the manual process that TCG has been required to use to confirm a customer's inclusion in the DA data base is costly to TCG. In order to verify each 411 listing, there is a direct cost to TCG of the time spent by the service representatives is to dial U S WEST's 411 service, at a per call charge. The individual charges are not large, but in aggregate they impose significant additional costs on TCG.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 26 1998 at Phoenix Az, TCG.



Cheryl Herrold



## DECLARATION OF JOHN GORZELLE

I, John Gorzelle, hereby declare:

1. I am currently a switch technician for TCG Phoenix ("TCG"). I have been employed by TCG for approximately two years. Prior to joining TCG, I had 19 years of telephone experience. This declaration is submitted in support of TCG's comments on U S WEST's draft Section 271 submissions in this docket.

2. The following information relates to my experience with U S WEST in the area of NXX code openings. As a carrier providing telecommunications services using many of its own facilities, TCG has extensive interest in procuring support from the incumbent local telephone carrier ("ILEC") in the opening of new NXX codes assigned to TCG for its customers' use. My declaration addresses TCG's experiences with US WEST while procuring and implementing this key functionality.

### **The Importance of NXX Code Openings**

3. There is no doubt that the ability to obtain NXX codes and assign telephone numbers to customers is important to the ability of alternative local exchange carriers ("ALECs") like TCG to offer local exchange services to customers. However, the assignment of NXX codes by the code administrator is only the first step to ensuring that those numbers can be effectively used by TCG and its customers.

4. As TCG begins to grow as an alternative local exchange provider, it must be able to supply its existing and new customers with telephone numbers. Carriers that cannot provide accurate, working numbers with the proper billing information to customers stand little chance of future success in this marketplace. Currently, numbers are assigned to local

exchange carriers in NPA-NXX blocks of 10,000. The NPA (“numbering plan area”) is more commonly known as the area code. The NXX is the first three digits of the telephone number and identifies the switch where the code is assigned. A “rate center” is a geographic location with a unique set of longitude and latitude coordinates. NPA-NXXs are assigned to individual rate centers. Rate centers are used to measure the distance between the central office of the originating number and terminating number. Call rating based upon distance often determines the price of a call to the customer, i.e., whether the call is local or toll. Each local exchange carrier must maintain and update an NXX table that includes all carriers NXXs so that calls can be correctly routed and rated. If a LEC fails to “open” an NPA-NXX block of numbers, i.e., input the NXX into its NXX table, in a timely or accurate manner, an ALEC’s customers may not receive calls because its telephone number does not yet exist in the NXX table or the call may be misrated, and therefore inaccurately billed, due to an inaccuracy in the NXX table.

**NXX Codes - Checklist Item (ix)**

5. TCG began activation of assigned NXX codes in Arizona in December of 1996. The majority of the NXX codes TCG holds were activated between that time and June 1997, with a few activations earlier this year.

6. TCG has experience a number of problems with U S WEST with respect to NXX code openings and translations. In many of these cases, U S WEST has improperly failed to open a TCG NXX code in one or more U S WEST switches or has failed to implement the proper translations in its switches. These errors result in people being unable to complete calls to TCG customers since the U S WEST switch cannot identify where to

route the call.

7. TCG has experienced these problems on numerous occasions. The failure to complete a call have been precipitated by U S WEST's errors with respect to NXX code openings and translations errors.

8. These problems have been compounded by U S WEST's unwillingness to work directly with TCG to resolve them. Although TCG has brought these problems to U S WEST's attention on numerous occasions, U S WEST has refused to recognize TCG as having "standing" to bring a complaint on this issue. U S WEST has refused to open trouble tickets based on TCG's notification of problems, alleging that they are unable to open such a ticket unless the complaint is lodged by one of its own customers. Needless to say, this has created a significant hurdle for TCG in attempting to resolve its own customers' complaints about being unable to receive calls. Due to U S WEST's policy, TCG has been required to impose on its customers, and its customers' customers and outside contacts, to notify U S WEST of the problem. Such a policy further delays the resolution for TCG's customer, impacting TCG's customer relationship in a way in which TCG has no control.

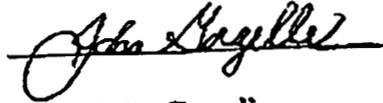
9. Most recently, TCG experienced the same problem with respect to the opening of the 472 NXX. Approximately one month ago, TCG received complaints from a customer that callers located in the Apache Junction area of Phoenix could not access TCG telephone numbers. Once again, TCG was unable to open a trouble ticket with U S WEST because U S WEST has not implemented a process to allow for such complaints. The problem was only resolved when TCG was able to get its customers' contacts to report the problem.

MAY-26-98 15:34 FROM:TCG

ID:5109490616  
ID:5109490616

MAY-22-98 17:46 FROM:TCG

I declare under penalty of perjury that the foregoing is true and correct and that  
this declaration was executed on May \_\_, 1998 at Phoenix, Arizona.



John Gorzelle



## DECLARATION OF LARRY DANNER

I, Larry Danner, hereby declare:

1. I am employed by Teleport Communications Group ("TCG") as an Interim Number Portability ("INP") Coordinator for the Western Region. My job duties include the coordination of TCG, its new customer and the LEC presently serving the customer to ensure the smooth transfer of customer service to TCG, including the proper operation of interim number portability. I am specifically responsible for TCG customers in Phoenix, Arizona.
2. Prior to joining TCG in June 1997, I had over 26 years of telephone experience including positions related to outside plant and central office functions.
3. The following information relates to my experience with moving customers from U S WEST's network to TCG's network with the implementation of interim number portability. My declaration addresses TCG's most recent experiences with U S WEST while procuring this key element. However, I have limited my declaration to information relevant to U S WEST's assertion that it has complied with Checklist Item (vii), Nondiscriminatory access to 911 and E911 services, by §271 of the Telecommunications Act of 1996.<sup>1</sup>

### **The Importance of INP**

4. Number portability, including INP, is critical to the ability of competitive local exchange carriers ("CLECs") like TCG to offer quality local exchange service to customers.

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<sup>1</sup> It is my understanding that U S WEST has not yet represented to this Commission that it is in compliance with Checklist Item xi regarding the provision of interim number portability. To the extent that I have knowledge regarding the provision of INP which is unrelated to the Checklist Item vii, I have not included it in this declaration. However, I reserve the opportunity to provide additional information to this Commission in the future, as appropriate.

When customers choose TCG's local telephone service, they generally want to retain their existing telephone numbers. The inability to "port" -- that is, to take with them -- their telephone numbers when changing carriers causes major customer dissatisfaction and constitutes a significant and unacceptable barrier to competitive entry. Understandably, customers place a high value on existing phone numbers. Many residential customers have had their numbers for years, and the numbers become known to family and friends. Business customers generally invest in cards, stationary, advertising and vehicle display with their phone numbers prominently displayed. These numbers become known to their repeat customers. Even though TCG offers a better price and better quality -- the proverbial "better mouse trap" -- many consumers will be unable to take advantage of these benefits if they are forced to sacrifice their telephone numbers. A robust and fully competitive local exchange market requires a true, long-term number portability solution such as the one currently being rolled out according to the FCC schedule. However, pending full deployment of a permanent solution, CLECs must have ready access to an ILEC-provided method of INP. It is in recognition of these requirements and limitations that TCG uses U S WEST's INP solution of remote call forwarding ("RCF").

#### **Implementation of INP and its Impact on Availability of Emergency Services**

5. Once a customer who is presently served by U S WEST chooses TCG's local exchange service and chooses to retain existing telephone numbers, TCG submits the appropriate request for INP/RCF to U S WEST. Upon the receipt of a Firm Order Commitment ("FOC") from U S WEST, the FOC is forwarded to an INP coordinator responsible for transfers in the customers location. In the case of TCG customers in Phoenix,

the U S WEST FOC is forwarded to me to begin the process of coordinating the transfer of the customer's telephone number to TCG through the use of INP/RCF.

6. Upon receipt of the FOC, I proceed to contact the customer, U S WEST and, if necessary and desired by the customer, the customer's customer premise equipment ("CPE") vendor, to coordinate the date, time and other details of the transfer of local exchange service to TCG.

7. Approximately two days before the FOC date, U S WEST confirms by telephone with TCG the date and time of the INP activation. In the event changes are required for any aspect of the cutover, I am responsible for submitting a supplemental order to U S WEST to modify the original arrangements.

8. On the date of the scheduled transfer, U S WEST disconnects the customer's existing telephone service. Once that disconnect order is implemented, calls to the customer's existing telephone number receive an automated disconnection message. In a proper cut over, U S WEST then implements the INP/RCF to forward the calls to the customer's telephone number to a telephone number that is located in TCG's switch and is assigned to the customer. Simultaneously, either the customer or its equipment vendor completes CPE programming and final connections to TCG dial tone (provided earlier by TCG) so that the customer's service is restored.

9. Due to the manual nature of this transfer and the resulting gap in service, TCG is careful to schedule such cut overs after regular business hours whenever possible. In fact, where possible, TCG coordinates with its customers for such transfers to begin on Friday evening, to provide the broadest possible window in which to complete the transfer.

10. Unfortunately, it has been my experience that the average delay between the time U S WEST disconnects the customer's service and implements INP/RCF is between one and four hours, depending on the volume of numbers ported. This means that customers cannot receive telephone calls for this long period of time.

11. In anticipation of the implementation of a cut over, TCG takes care to ensure that all work necessary to begin to provision the customer's service is completed and that it carefully coordinates the transfer of service. Additionally, TCG notifies its customer of the likelihood that it will be unable to receive telephone calls during the period of time it takes U S WEST to disconnect the customer's previous service and make INP/RCF effective. TCG provides this information so that customers can make arrangements to address particular business or personal needs. Further, TCG takes care to see to it that the cut over is coordinated in a way that the customer maintains outgoing service, including access to 911/E911.

12. In spite of these careful procedures, I have experienced significant problems with U S WEST failing to coordinate customer disconnections. In particular, in the last two months, U S WEST has disconnected customers scheduled to move to TCG service well in advance of the date and time of its FOC to TCG.

13. For example, on two recent occasions in Phoenix, U S WEST's premature disconnect of customers eliminated those customers' access to emergency services through 911/E911. Since U S WEST's service was disconnected prior to the specified time, the new

TCG service was not yet available and, in each case, the customer was left without dialtone and 911/E911 access to emergency services.

14. In the first of these recent incidents, which occurred on March 20, 1998, U S WEST disconnected service approximately eleven hours prior to the confirmed coordination time of 6:00 p.m. In spite of TCG's efforts to notify U S WEST and rectify the problem starting at approximately 7:00 a.m., service was not restored to all of the customers phones until 11:00 a.m.

15. In the second recent incident, which occurred on May 19, 1998, U S WEST disconnected service at least ten hours before the confirmed coordination time of 6:00 p.m. TCG first notified U S WEST of the problem at approximately 8:05 a.m., but service was not restored to all of the customer's phones until 10:50 a.m.

16. In both cases, U S WEST's error severed the customers' lines to emergency services and could have resulted in significant danger and harm to those customers, their employees or others at their business locations.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on May 26, 1998 at 3:54 pm.



Larry Danner



## DECLARATION OF QUINN F. CROAN

I, Quinn F. Croan, declare:

1. I am employed by Teleport Communications Group ("TCG") as the Director of Carrier Relations assigned to U S WEST. I am responsible for the implementation of TCG's interconnection agreements with U S WEST including the implementation of provisions of interconnection, collocation and the provision of unbundled network elements.

2. The following information relates to my review of the contracts proposed by U S WEST to provide unbundled signaling to TCG for the routing and completion of calls. U S WEST's response to TCG's request for interconnection and unbundled access to U S WEST's SS7 network is directly contradictory to its obligations under the Act and the terms of TCG's Interconnection Agreement with U S WEST. By making these inconsistent proposals, rather than responding to TCG's request with information and conditions that are consistent with the Parties' Interconnection Agreement, U S WEST has interjected delay and added costs and complexity into each step of implementing the requirements of the Act. By doing so, U S WEST continues to slow local exchange competitive entry, while needlessly draining the resources of CLECs trying to enter the market.

### **The Importance of Unbundled Signaling and Associated Databases**

3. Signaling systems facilitate the routing of telephone calls between switches. In general, signaling systems are a physically separate system from the traffic-carrying network and work simultaneously with that network to provide information for call set up and completion. Such systems provide two functions: (1) high speed call set up; and (2)

transaction capability to deal with remote database interactions. For example, the SS7 network allows the carrier using it to access the Calling Name database in order to provide information for the purposes of caller identification. Both the national and international standard for such networks is the Common Channel Signaling\Signaling System 7 ("CCS\SS7" or "SS7") protocol. SS7 networks use signaling links to transmit routing messages between switches, and between switches and call-related data bases. The SS7 links are connected packet switches called Signaling Transfer Points ("STP"). These databases contain the information or instructions necessary to properly route a customers telephone call.

4. Although TCG is a facilities-based carrier, and therefore operates its own local telephone switches, TCG does not yet have its own SS7 network. Instead, TCG contracts with a third party to obtain these services on a nation wide basis. Under this arrangement, TCG connects with the third-party provider through "A" links. Access links or A links are CCS/SS7 signaling links used to connect a carrier's Service Switching Point ("SSP"), in the case of TCG its local switch, to the Signaling Transfer Point ("STP") of the SS7 network provider..

5. The SS7 network is an essential component of the efficient and effective provision of local telephone services. In essence, access to the SS7 network is critical to maintaining the seamless routing and completion of consumers' call both within TCG's own network, and between competing carriers. Outages on the SS7 network can create significant network blocking or, in some cases bring the network to a screeching halt, thereby interrupting all of the communications to and from consumers.

6. TCG is attempting to obtain SS7 services from the dominant ILEC in each

state in which TCG operates and to move TCG's A links the STPs of the ILECs.

7. As part of this effort, TCG has contacted U S WEST to begin negotiations to obtaining connectivity to its SS7 network and associated databases, including the Calling Name ("CNAM") Delivery Service and the Custom Local Area Signaling Services ("CLASS") databases. Access to these services and databases are necessary for TCG to provide customers with certain CLASS services , including Caller ID (with and without customer name), Last Call Return, Selective Call Forwarding, etc., between TCG's and other carriers' networks.

**Terms and Conditions of Access to U S WEST Databases and Associated Signaling**

8. The draft contracts proposed by U S WEST raise concern that U S WEST is not acting in compliance with its obligations under the terms of the Interconnection Agreement between TCG and U S WEST approved by this Commission.

9. U S WEST has proposed to TCG three draft contracts for the provision of databases and associated signaling. The first contract, "Transient Interim Signaling Capability Service Agreement," provides terms and conditions for access to U S WEST's signaling network. The second and third contracts provide access to signaling for CLASS services and the Calling Name database, respectively. All three contracts appear to contain provisions which are contradictory to, and far more restrictive than the terms of TCG\U S WEST Interconnection Agreement.

10. Section II., F. Nondiscriminatory Access to Databases and Associated Signaling, of the TCG\U S WEST Interconnection Agreement states:

USWC will make available, as described elsewhere in this Agreement, interconnection to its SS7 signaling network to enable signaling necessary for

call routing and completion between the Parties. USWC will also make available unbundled SS7 signaling Links (i.e. A, B, and D links) for connection to USWC's STPs.

\* \* \* \* \*

USWC offers a network-based calling name delivery service for sale to its own end users. Accordingly, USWC will provide to TCG access to the calling name database used to provide this service.

11. The Interconnection Agreement further provides that SS7 interconnections charges will be applied based on the interconnection method chosen by TCG. Specifically, Section VIII.H. provides:

- (1) If CCS [Common Channel Signaling\SS7] interconnection is from USWC's STPs to TCG's STPs solely for the purpose of exchanging signaling for each Party's Local Exchange Traffic and jointly provided Switched Access traffic, then no charges will apply for such SS7 Links, STP ports or SS7 messages.
- (2) If TCG connects its end office(s) directly to USWC's STPs, then USWC will apply 50% (one half) of the charges set forth in its tariffs.

12. Under the terms of the Interconnection Agreement, these sections control the arrangements between TCG and U S WEST with regard to access to SS7 signaling and databases, and the charges for their use. Remaining conditions (including, but not limited to, issues regarding limitation on liability; indemnification and dispute resolution), regarding the arrangements are governed by the general terms of the Interconnection Agreement,.

13. In spite of the clear terms of the Interconnection Agreement, U S WEST is now proposing to apply new provisions that would modify the terms of the Parties' Interconnection Agreement.

14. For example, all three of the proposed contracts provided by U S WEST have the an indefinite term for the contract "unless canceled by either party with thirty (30) days

written notice.” The Interconnection Agreement does not allow either party to unilaterally terminate any section of the agreement or service provided pursuant to the agreement -- within thirty (30) days or longer. Instead, the Interconnection Agreement sets up specific detailed procedures to protect both Parties. Section XX the Interconnection Agreement establishes a set term for the agreement (three years); Section XXVII. provides a specific notice of any alleged breach of the agreement and a sixty day opportunity to cure; and Section XVII establishes a comprehensive dispute resolution process which requires the Parties to seek bilateral resolution of disputes before initiating any dispute resolution action.

15. These protections against arbitrary or unjustified termination of the Interconnection Agreement are essential to the ability of TCG to provide reliable, high quality, low cost local telephone service to consumers. A provision that would allow U S WEST to unilaterally terminate its agreement to provide SS7 and associated databases is clearly contrary to its obligation to provide such access under the Act. Further, a condition of termination like the one proposed by U S WEST could provide U S WEST with the ability to disrupt a competitor’s service to customers, and in turn, the competitor’s overall business with less notice, cause and “due process” than most state utility commissions require for the termination of an end users telephone service. The fact that U S WEST would propose such terms, even as its “opening” negotiation position, suggests that U S WEST has not adapted its practices to conform with its obligations under the Interconnection Agreement.

16. Another, and equally troublesome, restriction proposed by U S WEST in the agreements sent to TCG deals with the assignability of the agreements. Under the terms of the proposed contracts:

[Co-Provider] may not assign this Agreement to a third party without the prior written consent of USWC. A change in control, defined as a change in a party's controlling interest, whether by acquisition of voting stock, receipt of profits or otherwise, shall be deemed an assignment.

17. By comparison, the terms of the Parties Interconnection Agreement are designed to limit to the greatest degree, the ability of one party to impede the business arrangements of the other. Section XXV. of the Agreement states:

Each party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Neither Party, however, may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to any other third party without prior written consent of the other Party. Consent to such assignment may not be unreasonably withheld. Any attempted assignment that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Assignment shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

18. Once again, the proposed assignment clause appears to overreach the bounds of any contract which would be negotiated at arms' length. U S WEST's proposal is designed to exert undue control over the fundamental operations of its competitors. In the case of such a narrow assignment clause U S WEST is attempting to establish "veto" power over transactions for which it would otherwise have no impact. The result of this overreaching is to supply additional delay and uncertainty into a CLEC's ability to serve its customers.

19. At the same time that TCG has begun negotiations with U S WEST for access to its databases and associated signaling, TCG has begun similar negotiations with other ILECs. U S WEST's contracting requirements appear to be significantly more burdensome than those required of other ILECs, including Bell Atlantic, Ameritech and Bell South, which

have simply offered access pursuant to applicable tariffs.

20. In fact, as noted above in ¶ 11, the TCG\US WEST Interconnection Agreement anticipates this type of implementation. Therefore, U S WEST's proposed contracting requirements are likely to result in significant delays in transfer to U S WEST's SS7 network. To the extent that the beginning negotiations with U S WEST have raised these kinds of issues, I am concerned that gaining connectivity to U S WEST's SS7 network as required the terms of our Interconnection Agreement as well of the Act may be unduly delayed.

21. The actions of U S WEST directly impact TCG's ability to provide its customers with the broadest range of services at the highest level of reliability.

I declare under penalty of perjury that the foregoing is true and correct and that this  
declaration was executed on May 26/1998 at Dana, Colorado.



Quinn F. Croan