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BEFORE THE ARIZONA CORPORATION COMMISSION

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Arizona Corporation Commission  
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IN THE MATTER OF U S WEST  
COMMUNICATIONS, INC.'S  
COMPLIANCE WITH § 271 OF THE  
TELECOMMUNICATIONS ACT OF 1996

Docket No. T-00000A-97-0238

AT&T's Initial Comments and  
Supporting Affidavits for First  
Amended Workshop

AT&T Communications of the Mountain States, Inc. and TCG Phoenix  
(collectively "AT&T") hereby submit these Initial Comments and Supporting Affidavits  
for the First Amended Set of Workshops on Interconnection, Collocation, Resale and  
certain local routing number ("LRN") issues.

INTRODUCTION

The United States Congress conditioned U S WEST's entrance into the in-region  
interLATA long distance market on U S WEST's compliance with 47 U.S.C. § 271. To  
be in compliance with § 271, U S WEST must "support its application with actual  
evidence demonstrating its *present* compliance with the statutory conditions for entry."<sup>1</sup>

The Arizona Corporation Commission is charged with the important task of  
ensuring that Arizona's local telecommunications markets are open to competition and  
that U S WEST is complying with its obligations under both the state and federal law.  
While remaining the final decision-maker on U S WEST's compliance with its § 271

<sup>1</sup> In the Matter of Application by Bell Atlantic New York for Authorization Under Section 271 of the  
Communications Act to Provide In-Region, InterLATA Service in the State New York, Memorandum  
Opinion and Order, CC Docket No. 99-295, FCC 99-404 (Dec. 22, 1999) at ¶ 37 [hereinafter "FCC BANY  
Order"].

obligations, the Federal Communications Commission (“FCC”) looks to the state commissions for rigorous factual investigations upon which the FCC may base its conclusions.

To conduct a rigorous investigation, one must understand both the legal standards that U S WEST is held to and, importantly, U S WEST’s actual implementation of those standards. Releasing U S WEST to compete in the interLATA long distance market before it has fully and fairly complied with its obligations under § 271 will discourage, if not destroy, competition in both the local and long distance markets in Arizona.

Many a local competitor, including AT&T, has invested heavily in this State on the promise of open, fair competition in the local exchange market. AT&T requests that this Commission, through its rigorous investigation of U S WEST’s claims in this proceeding, ensure that the nascent local competitors realize that promise. To that end, AT&T respectfully submits this Comment, containing a summary of the primary legal standards, and the accompanying affidavits of Mr. Kenneth Wilson and Mr. Timothy Boykin.

### **GENERAL STANDARD OF REVIEW**

Through these workshops, the Arizona Commission is conducting its investigation of both U S WEST’s Statements of Generally Available Terms (“SGAT”) and U S WEST’s actual compliance, or lack thereof, with the checklist items contained in 47 U.S.C. § 271(c)(2)(B). With respect to the SGAT review, a “State commission may not approve such statement unless such statement complies with [§ 252(d)] and [§ 251] and the regulations thereunder.” 47 U.S.C. § 252(f). Furthermore, a state commission may establish or enforce other requirements of state law in its review of the SGAT. Id.

To demonstrate compliance with the requirements of § 271's competitive checklist, U S WEST must show that "it has 'fully implemented the competitive checklist [item]...'"<sup>2</sup> Thus, U S WEST must plead, with appropriate supporting evidence, the facts necessary to demonstrate it has complied with the particular requirements of the checklist item under consideration.<sup>3</sup> U S WEST must prove each element by a preponderance of the evidence.<sup>4</sup> Furthermore, the FCC has determined that the most probative evidence is commercial usage along with performance measures providing evidence of quality and timeliness of the performance under consideration. Finally, as with any application, the "ultimate burden of proof that its application satisfies all the requirements of section 271, even if no party files comments challenging its compliance with a particular requirement[,]" rests upon U S WEST.<sup>5</sup>

## **SPECIFIC REVIEW OF CHECKLIST ITEMS**

### **I. INTERCONNECTION – STANDARD OF REVIEW**

Interconnection means the physical linking of two networks for the mutual exchange of traffic.<sup>6</sup> Section 271(c)(2)(B)(i) of the Act requires U S WEST to provide interconnection in accordance with the requirements of §§ 251(c)(2) and 252(d)(1).

Section 251(c)(2) imposes upon U S WEST:

[t]he duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network—

(A) for the transmission and routing of telephone exchange service and exchange access;

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<sup>2</sup> FCC BANY Order at ¶ 44.

<sup>3</sup> *Id.* at ¶ 49.

<sup>4</sup> *Id.* at ¶ 48.

<sup>5</sup> *Id.* at ¶ 47.

<sup>6</sup> 47 CFR § 51.5 (definition of "Interconnection"); *In the Matter of Implementation of the Local Competitor Provisions in the Telecommunications Act of 1996*, FCC 96-325, CC No. 96-98, "First Report and Order," (Released Aug. 8, 1996), ¶ 176 ("First Report and Order"); *see also*, A.C.C. R-14-2-1303.

- (B) at *any technically feasible point* within the carrier's network;
- (C) that is *at least equal in quality to* that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and
- (D) on rates, terms, and conditions that *are just, reasonable, and nondiscriminatory* ...

47 U.S.C. § 251(c)(2)(emphasis added); *see also* 47 CFR § 51.305. "Technical feasibility" means technically or operationally possible without regard to economic, space or site considerations.<sup>7</sup> The FCC has determined that competitive local exchange carriers ("CLECs") may "choose any method of technically feasible interconnection at a particular point on the incumbent LEC's network. Technically feasible methods also include, but are not limited to, physical and virtual collocation and meet point arrangements."<sup>8</sup> The minimum number feasible points for interconnection include the:

(1) line-side of the local switch; (2) trunk-side of a local switch; (3) trunk interconnection points for a tandem switch; (4) central office cross-connect points; (5) out-of-band signaling transfer points necessary to exchange traffic and access call-related data bases and (6) the points of access to unbundled network elements ("UNEs"). 47 CFR § 51.305.

In addition to technical feasibility, the FCC has also defined "equal-in-quality" to require the incumbent LEC "to provide interconnection between its network and that of a requesting carrier at a level of quality that is at least indistinguishable from that which the incumbent provides itself, a subsidiary, an affiliate, or any other party."<sup>9</sup>

The Commission's Rules require further that terminating providers must make all required interconnection facilities available within six months of a bona fide written

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<sup>7</sup> *Id.* at ¶ 198; 47 CFR § 51.5 (definition of "Technically Feasible").

<sup>8</sup> FCC BANY Order at ¶ 66.

<sup>9</sup> *Id.* at ¶ 224.

request. A.C.C. § 14-2-1112. And such request must be met without delay, discrimination or unreasonable refusal. *Id.*

Finally, the FCC has further defined “just, reasonable, and nondiscriminatory” in the context of interconnection to mean:

that an incumbent LEC must provide interconnection to a competitor in a manner no less efficient than the way in which the incumbent LEC provides comparable function to its own retail operations.

FCC BANY Order at ¶ 65. The Rules of the Arizona Corporation Commission similarly require telecommunications companies to provide appropriate interconnection arrangements at “reasonable prices and under reasonable terms and conditions that do not discriminate against or in favor of any provider”. *See* § R 14-2-1112.

## II. COLLOCATION – STANDARD OF REVIEW

Competitors may “collocate” for interconnection or access to the incumbent’s network within the premises of the incumbent. Generally, carriers accomplish collocation in two ways: (a) physical collocation; and (b) virtual collocation. Physical collocation is basically “an offering by an incumbent LEC that enables a requesting carrier” to place its interconnection and access equipment within or upon an incumbent’s premises. 47 CFR § 51.5 (definition of “Physical Collocation). The collocated equipment may be used for interconnection or access to UNEs, transmission and routing facilities, and exchange access service.

Like physical collocation, virtual collocation is “an offering by an incumbent LEC that enables a requesting carrier to” designate equipment to be used for interconnection or access to UNEs, transmission and routing and exchange access. 47 CFR § 51.5 (definition of “Virtual Collocation). For virtual collocation, however, the requesting carrier employs the use of the incumbent’s equipment rather than supplying its own.

The Act imposes upon U S WEST “the duty to provide, on rates, terms and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that the carrier may provide for virtual collocation if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.” 47 U.S.C. § 251(c)(6); *see also*, 47 CFR § 51.323(a). U S WEST must allow the collocation of any type of equipment that is “necessary, required or indispensable.” GTE Service Corp. v. FCC, 205 F.3d 416, 424 (D.C. Cir. 2000).<sup>10</sup>

Furthermore, in the context of a § 271 showing, the FCC has declared, among other things:

To show compliance with its collocation obligations, a BOC must have processes and procedures in place to ensure that all applicable collocation arrangements are available on terms and conditions that are “just reasonable, and nondiscriminatory” in accordance with section 251(c)(6) and our implementing rules. Data showing the quality of procedures for processing applications for collocation space, as well as the timeliness and efficiency of provisioning collocation space, helps the Commission evaluate a BOC’s compliance with its collocation obligations

FCC BANY Order at ¶ 66. The FCC also concluded that to ensure that incumbents did not misuse limited-space arguments, incumbents had an affirmative obligation to provide detailed floor plans or diagrams to state commissions for review of such claims. FCC First Rpt. at ¶ 602.

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<sup>10</sup> In the 6/30/00 Supplemental Affidavit of Thomas R. Freeberg, U S WEST declares that it has interpreted this case to mean it may: (1) disconnect competitors’ collocated equipment that contain switching functions and (2) retroactively apply its interpretation to its local competitors regardless of arbitration agreements or State law. AT&T hereby reserves its right to seek retribution and any other legal remedy available should U S WEST engage in the conduct threatened in Mr. Freeberg’s Supplemental Affidavit.

### III. RESALE – STANDARD OF REVIEW

With respect to the Act, § 271(c)(2)(B)(xiv) requires U S WEST to make “telecommunications services ... available for the resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3).” 47 U.S.C. § 271(c)(2)(B)(xiv).

Section 251(c)(4)(A) mandates that U S WEST “offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers.” 47 U.S.C. § 251(c)(4)(A). Section 252(d)(3) requires state commissions to “determine wholesale rates on the basis of retail rates charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by the local exchange carrier.” 47 U.S.C. § 252(d)(3).

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In addition to the affirmative obligations to provide telecommunications services for resale, U S WEST also has an obligation to refrain from placing “unreasonable or discriminatory conditions or limitations” on the services subject to resale. 47 U.S.C. § 251(c)(4)(B); 4 CCR 723-40-3.1. In short, U S WEST’s restrictions on resale are presumed to be unreasonable unless it can prove to this Commission that the restriction is reasonable and non-discriminatory. FCC First Rpt. at ¶ 939.<sup>11</sup>

In addition, the FCC has determined that resellers may not make U S WEST’s resold services available to a different category of customer where U S WEST makes that same service available to only a specific category of retail customer.

### CONCLUSION

When the standards outlined above, along with the more particular rules and

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<sup>11</sup> To rebut the presumption, U S WEST would also have to demonstrate that the restriction is narrowly tailored. FCC First Rpt. at ¶ 939.

statutory references, are applied to U S WEST's Application, Affidavits and supporting evidence, it is clear that U S WEST is not *presently* in compliance with its obligations under § 271 or the laws of the State of Arizona. With respect to the SGAT, AT&T's attached affidavits discuss numerous instances wherein U S WEST is not in compliance with its obligations under §§ 252(d) and 251 of the Act nor state law.

The attached affidavits also discuss AT&T's present commercial use of U S WEST's interconnection and collocation services. AT&T's experience confirms that U S WEST is not presently in compliance with its obligations under § 271 Checklist items 1 (interconnection and collocation). Only after a proper review of all the audited performance data and CLECs data<sup>12</sup> will the Commission and U S WEST have sufficient evidence to determine the real level of compliance with the checklist items and standards outlined above. In the interim, however, AT&T's real world experience stands in stark contrast to U S WEST's vague claims of compliance. In fact, based upon AT&T's experience and U S WEST's clear noncompliance in many instances, U S WEST has not met its burden of proof.

Respectfully submitted on this 3rd day of August 2000.

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<sup>12</sup> Offered at the appropriate time in this proceeding.

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## CERTIFICATE OF SERVICE

I hereby certify that the original and 10 copies of the Initial Comments and the Supporting Affidavits of Timothy D. Boykin and Kenneth L. Wilson on behalf of AT&T Communications of the Mountain States, Inc. and TCG Phoenix, regarding Docket No. T-00000A-97-0238, were hand delivered this 3<sup>rd</sup> day of August, 2000, to:

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2. My education and relevant work experience are as follows. I received a Bachelors of Science in Electrical Engineering from the University of Illinois in 1972, and I received a Masters of Science in Electrical Engineering in 1974. In addition, I have completed all the course work required to obtain my Ph.D. in Electrical Engineering from the University of Illinois. The course work was completed in 1976.

3. For 15 years before coming to Denver, I worked at Bell Labs in New Jersey in a variety of positions. From 1980 through 1982, I worked as a member of the network architecture and network planning team at Bell Labs for AT&T's long distance service. From 1983 through 1985, I was a member of the first AT&T Bell Labs cellular terminal design team. From 1986 through 1992, I led a Bell Labs group responsible for network performance planning and assurance for AT&T Business Markets. From 1992 through 1993, I was a team lead on a project to reduce AT&T's capital budget for network infrastructure.

4. From January 1994 through May 1995 I led a team at Bell Labs investigating the various network infrastructure alternatives for entering the local telecommunications market. From 1995 through the spring of 1998, I was the Business Management Director for AT&T in Denver, managing one of the groups responsible for getting AT&T into the local market in U S WEST's 14-state territory. In addition, I was also the senior technical manager in Denver working on local network and interconnection planning, OSS interface architectures and the technical aspects of product delivery.

5. As noted above, I am currently a consultant and technical witness with Boulder Telecommunications Consultants, LLC. In this capacity, I have worked with

several companies, including AT&T, on interconnection, collocation and resale issues, among other things.

### **PURPOSE OF AFFIDAVIT**

6. Because of my experience and background in bringing AT&T into the local markets here in Arizona as well as elsewhere, AT&T has asked me to review the affidavits of U S WEST witnesses filed in support of its § 271 Application. In addition to reviewing the U S WEST witnesses' affidavits, I have—or my associates have - gathered information necessary to determine what AT&T's experience is, and has been, in employing the various methods of interconnection, collocation and resale at issue here.

7. Although U S WEST witnesses have discussed the performance indicator definitions ("PIDs") and its performance measurements thereunder, the Arizona Commission should defer its examination of these measurements and the associated data of the parties to a later workshop. It is my understanding that U S WEST's recent PID measurement reports to the Regional Oversight Committee ("ROC") are littered with mathematical and other errors; thus, there is no reason to believe the Arizona PID measurements are any more accurate. Given the dubious quality of unaudited data and need for the Arizona Commission to complete its PID definition, auditing and testing plans, AT&T believes and continues to recommend that the Commission not address issues that arise with respect to data provided by U S WEST and the CLECs in any workshops until after the PID measurement and evaluation is complete.

8. Thus, the purpose of this affidavit is to provide: (1) my analysis of the U S WEST Statement of Generally Available Terms ("SGAT") in light of U S WEST's legal and technical obligations thereunder; (2) to summarize the U S WEST evidence in support of its application; (3) to examine U S WEST's alleged compliance with § 271

checklist items 1 and 14; and (4) to report AT&T's actual commercial experience related to interconnection, collocation and resale with U S WEST.

### SUMMARY OF ANALYSIS

9. In addition to analyzing U S WEST's SGAT and its general compliance statements, it is critical to a complete investigation to examine U S WEST's actual implementation of its SGAT provisions and its § 271 checklist obligations. Part of this investigation involves actual commercial usage and the experience of the competitors attempting such usage. While U S WEST may claim that it complies with the law, the "proof," so to speak, is in the details of how it is actually implementing the alleged compliance.<sup>1</sup>

10. To summarize the conclusions of my analysis, I believe U S WEST has not demonstrated that it is legally bound to provide and practically capable of providing competitive local exchange carriers ("CLECs") with nondiscriminatory interconnection and collocation in Arizona. With respect to interconnection, U S WEST is not providing interconnection at any technically feasible point that is at least equal in quality to that it provides itself or affiliates on terms and conditions that are just, reasonable and nondiscriminatory. Concerning collocation, AT&T's experience shows that U S WEST is not in compliance with its obligations to provide a process and procedure that is just, reasonable and nondiscriminatory.

11. As a result of my analysis, I have three primary areas of concern. First, U S WEST is not allowing technically feasible interconnection at all of its tandem

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<sup>1</sup> Part of the investigation into U S WEST's implementation should include the time necessary to conduct a detailed review of the U S WEST operational manuals that purport to instruct U S WEST personnel on the proper implementation of interconnection, collocation and resale. During my review of U S WEST's operational manual regarding the 911/E911 for the previous workshop, I discovered several inconsistencies between the operations manual and the SGAT.

switches. This alone is causing AT&T, and probably other CLECs, to delay market entry because of the additional expense associated with U S WEST's refusal to interconnect at all tandems. Second, U S WEST has failed to maintain sufficient capacity in many parts of its network such that it can timely and reliably meet CLEC demand for interconnection trunks. Again, the insufficient capacity is causing delay, if not outright denial, of some market entry. Third, U S WEST has effectively prevented CLECs from collocating Remote Switching Modules, which are the most efficient means of provisioning interconnection and collocation in certain areas. These issues manifest themselves in both the SGAT provisions and in U S WEST's actual implementation of its obligations under the Act and Arizona law.

12. Regarding resale, U S WEST's SGAT provisions have the effect of impermissibly restricting the services available for resale.

### ANALYSIS

13. As noted in the general Comment accompany this affidavit, the Arizona Commission's investigation is two fold: (1) to review the SGAT and (2) to examine U S WEST's claims of compliance with § 271 checklist items 1 (interconnection and collocation) and 14 (resale). My analysis begins with a summary of the relevant legal obligations, an examination of the related SGAT provisions and then an investigation of U S WEST's alleged checklist compliance in light of AT&T's experience derived from its commercial usage.

#### **I. INTERCONNECTION**

##### **A. Definition of Interconnection and Legal Obligations to Interconnect.**

14. Interconnection is the physical linking of two networks for the mutual exchange of traffic.<sup>2</sup> Under the law, U S WEST must provide interconnection at any technically feasible point within its network that is at least equal in quality to that provided by U S WEST to itself or others on rates, terms and conditions that are just, reasonable and nondiscriminatory.<sup>3</sup>

15. Importantly, U S WEST must provide interconnection in a manner no less efficient than the way in which it provides comparable function to its own retail operations.<sup>4</sup>

16. Finally, the FCC has declared that CLECs may “choose *any* method of technically feasible interconnection at a particular point on the incumbent LEC’s network. Technically feasible methods also include, but are not limited to, physical and virtual collocation and meet point arrangements.” FCC BANY Order at ¶ 66 (emphasis added).

**B. Summary U S WEST’s Purported Evidence of Compliance.**

17. U S WEST’s SGAT and witnesses generally describe five methods of interconnection: physical collocation, virtual collocation, mid-span meet arrangements, entrance facilities and hub-location arrangements newly dubbed “interLocal Calling Area facilities (“interLCA”).<sup>5</sup> They further identify the various flavors of collocation for interconnection.<sup>6</sup>

18. Beyond the interconnection options described in the SGAT, U S WEST claims that a competitor may employ the bona fide request (“BFR”) process to acquire

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<sup>2</sup> 47 CFR § 51.5 (definition of interconnection).

<sup>3</sup> See AT&T general Comment at page 3 for the relevant citations.

<sup>4</sup> *In the Matter of Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region IntraLATA Service in the State of New York*, FCC 99-404, CC 99-295 (Released December 22, 1999) ¶ 65 (“FCC BANY Order”).

<sup>5</sup> Thomas R. Freeberg 6/30/00 Supplemental Affidavit at 2-6; SGAT Section 7.1.2.

other types of interconnection. U S WEST states that it satisfies any other interconnection through BFR.<sup>7</sup>

19. In addition to the SGAT offerings, U S WEST cites to the number of “interconnection” trunks<sup>8</sup> and collocated equipment to demonstrate alleged compliance and commercial usage.<sup>9</sup>

**C. Analysis of U S WEST’s SGAT.**

**1. SGAT Analysis - Definitions**

20. The definitions section of the SGAT, Section 4.0, contains terms employed in the interconnection section of the SGAT. Therefore, my analysis starts with the definitions that do not comply with the law.

21. Tandem Office Switch. U S WEST’s definition states:

4.11.2 “Tandem Office Switches” which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) actual serve(s) the *same* geographic area as U S WEST’s Tandem Office Switch or is used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic.

4/7/00 Second Revised SGAT (emphasis added); *see also*, 7/21/00 SGAT at 7.

22. This definition requires that the CLEC switch actually serve the *same* geographic area as the U S WEST tandem switch under consideration. The term “same” should be replaced with the language that is consistent with the FCC rule that requires

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<sup>6</sup> Thomas R. Freeberg 6/30/00 Supplemental Affidavit at 3.

<sup>7</sup> Thomas R. Freeberg 6/30/00 Supplemental Affidavit at 6.

<sup>8</sup> U S WEST counts toll trunks as part of its local compliance obligations. *In the Matter of Implementation of the Local Competitor Provisions in the Telecommunications Act of 1996*, FCC 96-325, CC No. 96-98, “First Report and Order,” (Released Aug. 8, 1996), ¶ 186 (“First Report and Order”).

<sup>9</sup> Thomas R. Freeberg 6/30/00 Supplemental Affidavit at 5.

only that the CLEC switch serve a geographic area<sup>10</sup> *comparable to the area served by* the incumbent's tandem office switch. This definition is also deficient in that the definition of "access tandem" is written so as to prohibit interconnection with such switch for the exchange of local traffic. CLECs must be permitted to interconnect with U S WEST access tandems for the exchange of local traffic.

23. As discussed in the First Set of Workshops, U S WEST's network architecture is based upon the old Bell local exchange structure, which employs numerous local switches (end or central offices) that are connected by a set of tandem switches. The network design was deployed at a time when there were limited transport options on the end-user side of the switch resulting in numerous central office switches being deployed in the serving area. **Exhibit A** represents the U S WEST network architecture.

24. In contrast to the U S WEST network, AT&T and other CLECs employ far fewer switches and more fiber optic rings. AT&T, for example, has deployed its local switches according to the costs of today's technology. Currently, AT&T has several options for economically connecting end-users to its switches. These options include: (1) high-capacity fiber-optic rings; (2) hybrid fiber-coax plant from cable television facilities; (3) UNE loops; and (4) dedicated high-capacity facilities. **Exhibit B** gives a representation of the CLEC network.

25. By demanding that CLECs replicate U S WEST's tandem architecture, with its hundreds of end office switches, or pay a premium for interconnecting each AT&T switch to a U S WEST tandem, which are generally deep inside the network, U S WEST is creating a barrier to competition that burdens the use and deployment of

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<sup>10</sup> 47 CFR § 51.711(a)(3).

more modern and efficient networks in favor of its antiquated systems. Efficient and economic use of particular networks cannot be judged by one network alone; rather, one must consider what is most efficient and economical for both networks and allow interconnection that supports both. In short interconnection between disparate networks should, from a technically efficient and fairness standpoint, be accomplished at the "top" of each carriers' network. **Exhibit C** represents interconnection between the two networks. The top of the AT&T network is the AT&T local switch. The top of the U S WEST network is the U S WEST tandem switch. **Exhibit D** represents equivalent interconnection at the top of the respective networks.

26. Interconnection & Resale Resource Guide. U S WEST defines and relies upon the Interconnection and Resale Resource Guide ("IRRG") as demonstrative, in part, of the process by which it accomplishes compliance with the checklist items. The definition states:

4.26 "Interconnect & Resale Resource Guide" is a U S WEST document that provides information needed to request services available under this Agreement. It is available on U S WEST's Web site:

<http://www.uswest.com/carrier/guides/interconnect/index.html>.

4/7/00 Second Revised SGAT at 8.

27. The IRRG is a document under the sole control of U S WEST that may be changed by U S WEST at will, and without notice. This document describes, among other things, the processes and procedures for interconnection, collocation and resale. In addition, recent attempts to employ the web site noted in the SGAT yield a message that states: "the page your are trying to reach has either moved or doesn't exist."

28. By using this web site reference as a portion of the evidence for meeting the requirements of § 271 compliance, U S WEST is asking the Commission to rely on a document that is not presented for review, is not approved by any body, is not subject to

negotiation or arbitration and is not submitted in any form other than one changeable at will by U S WEST. As such, the IRRG cannot be controlling over provisions of the SGAT. In addition, until the IRRG has gone through some process of review and approval, CLECs should not be held to its requirements and must remain free to change the IRRG requirements where necessary.

29. AT&T suggests that the Commission require U S WEST to establish which current version of the IRRG is to be considered in this proceeding, and then create some review and notice mechanism for its subsequent change.

30. Local Interconnection Service (LIS) Trunking.

U S WEST defines LIS Trunks as:

4.33 "Local Interconnection Service (LIS)" is a terminating, trunk-side service provided between the POI of CLEC's network and U S WEST's network for the purpose of completing calls from CLEC's end user customers to U S WEST's end user customers. Exchange Service (EAS/Local) calls begin and end within a Local Calling Area or Extended Area Service (EAS) area which has been defined by the Commission. *Trunking connections for these local calls may exist between CLEC and U S WEST's End Offices or Local Tandem.* Exchange Access (IntraLATA and Toll) or Jointly Provided Switched Access calls are completed with trunking connections to the access tandem.

4/7/00 Second Revised SGAT at 9 (emphasis added); *see also* 7/21/00 SGAT at 9.

31. U S WEST has described LIS as a finished service. As will be discussed later, U S WEST has extensive documentation on LIS as a finished service and some of this documentation contains U S WEST policies that do not comply with § 271. As a finished service, U S WEST controls the features and functionalities of that service. The SGAT provides only very high level statements regarding LIS trunks. The details are left to other documents. Interconnection trunks are simple intermachine trunks, no different from the trunks that U S WEST provides between its own switches. U S WEST has provided trunks between its switches and the switches of other local carriers, such as

GTE and Sprint/United for decades. These trunks were not designated as finished services. These were simply installed as intermachine trunks.

32. Furthermore, in U S WEST's definition of LIS, it limits interconnection to U S WEST end offices and local tandems. U S WEST has excluded interconnection at access tandems.<sup>11</sup> Access tandems are particularly useful for interconnection in cases where high blocking is a problem and in locations where U S WEST employs only access tandems and not local tandems. Moreover, if CLECs are not permitted to interconnect with U S WEST access tandems, they will have to direct trunk to many end offices because U S WEST local tandems are not connected to every U S WEST end office.

33. Interconnection is technically feasible at access tandems. The FCC requires that incumbents allow interconnection at "any technically feasible point within the incumbent LEC's network . . . ." 47 CFR §51.305(a)(2).<sup>12</sup> Therefore, U S WEST should modify its definition to include interconnection at the access tandems as well as the end offices and local tandems.

34. Turning to 4.63, U S WEST defines wire center as follows:

4.63 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

4/7/00 Second Revised SGAT at 11; *see also*, 7/21/00 SGAT at 11-12.

35. The last sentence of the definition of wire center should be deleted. By referencing FCC Docket No. 91-141, U S WEST seeks to limit collocation to the areas

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<sup>11</sup> Most regional bell operating companies ("RBOCs") do not divide their tandems into access and local tandems. Technically such a division is absolutely unnecessary.

called for in that Docket. This is inappropriate; collocation must be permitted at the incumbent's "premises." 47 U.S.C. §251(c)(6); 47 CFR §51.321(b)(1). The FCC explained what "premises" are in its First Report and Order in ¶ 573.

## 2. SGAT Analysis – Interconnection Provisions

36. The interconnection provisions in U S WEST's SGAT are contained within Section 7.0.

37. Beginning in Section 7.1.1, and quite like portions of the definitions section, this section describes interconnection options that are more limited than the FCC and the Arizona Commission allow.

38. Section 7.1.1 states:

7.1.1 This Section describes the Interconnection of U S WEST's network and CLEC's own network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. U S WEST will provide Interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch. U S WEST will also provide interconnection (see Section 9 of this Agreement) at the line-side of a local switch (*i.e.*, local switching), central office cross-connection points, signal transfer points and points of access to unbundled network elements (see Section 9 of this Agreement). "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of Exchange Service (EAS/Local traffic); or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 37.

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<sup>12</sup> In Arizona, AAC R14-2-1303(D) requires that the parties to notify the Commission Staff if they are unable to negotiate and agree upon the points of interconnection. The notice should contain a detailed explanation of why U S WEST claims the points of interconnection are not technically feasible.

39. Again, U S WEST through its description of interconnection by traffic-type at end offices and local tandems has illegally limited the interconnection options of any competitor that obtains service under this SGAT. Section 7.1.1. allows for interconnection at access tandems only for the exchange of intraLATA toll or switched access traffic. CLECs must be allowed to interconnect with U S WEST access tandems for the exchange of local traffic. This is called for in Attachment 4, Section 10.4 of the Interconnection Agreement between AT&T and U S WEST in Arizona, as well as such agreements in other U S WEST states. Furthermore, AT&T has interconnected with U S WEST at its access tandems all over the 14-state territory.

40. The FCC requires that U S WEST allow for the mutual exchange of local and access traffic at any technically feasible point within U S WEST's network.<sup>13</sup> There is no artificial division of interconnection options by traffic type and tandem designation. Furthermore, the Arizona Commission allows for the commingling of toll and local traffic and use of a percent local usage ("PLU") factor to accommodate appropriate billing.

41. U S WEST should modify Section 7.1.1 to more closely track its legal obligation. That is, the section should read as follows:

7.1.1 This Section describes the Interconnection of U S WEST's network and CLEC's own network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. U S WEST will provide Interconnection at any technically feasible point within its network, including but not limited to, (i) the line side of a local switch; (ii) at the trunk side of a local an end office switch, (iii) and on the trunk connection points of a local or access for a tandem switch, (iv) central office cross-connect points, (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) the points of access to unbundled network elements. U S WEST will also provide interconnection (see Section 9 of this Agreement) at the line side of a local switch (i.e., local switching),

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<sup>13</sup> 47 CFR § 51.305(a)(2).

~~central office cross connection points, signal transfer points and points of access to unbundled network elements (see Section 9 of this Agreement). "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone exchange service traffic and exchange access traffic. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of Exchange Service (EAS/Local traffic); or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.~~

42. Turning to Section 7.1.1.1, U S WEST's current provision reads as follows:

7.1.1.1 U S WEST will provide to CLEC interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides interconnection.

4/7/00 Second Revised SGAT at 35; *see also*, 7/21/00 SGAT at 37.

43. While this correctly recites a portion of its legal obligation, it only recites a *portion* of the obligation leaving one to guess as to U S WEST's intentions with respect to the remainder of its obligation. Therefore, U S WEST should modify this section to either include that it also will provide interconnection under rates, terms and conditions that are just, reasonable and nondiscriminatory or it should put such a statement in a new Section 7.1.2.<sup>14</sup>

44. Section 7.1.2 describes methods of interconnection. It states:

The parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish a Point of Interconnection in each U S WEST local calling area where it does business. The Parties shall establish, through negotiations, one of the following interconnection agreements within each local calling area: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Inter Local Calling Area (LCA) Facility in accordance with Section 7.1.2.4.

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<sup>14</sup> 47 U.S.C. § 251(c)(2)(D); 47 CFR § 51.305(a)(5).

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 37.

45. This Section contains several requirements that defy U S WEST's legal obligations. Two are of particular importance. First, U S WEST is still requiring a point of interconnection ("POI") within each local calling area. Section 251(c)(2) clearly mandates that CLECs must be allowed to interconnect at any technically feasible point. This means that CLECs may choose to interconnect at a single POI per LATA; they are not required to deploy multiple POIs per local calling area because U S WEST demands it.

46. U S WEST's requirement that AT&T and other CLECs employ one POI per local calling area has created an enormous, expensive barrier to competition. For example, in certain areas U S WEST requires AT&T, in order to serve a single customer in these areas, to install trunks to every U S WEST end office in the entire local calling area before it will exchange traffic. Rather than allowing AT&T to trunk to a single office and exchanging traffic there, U S WEST demands far more trunking than is efficient or necessary. Based upon the Act, AT&T (and other CLECs) may establish a single point of interconnection per LATA. While Courts have order U S WEST to allow the POI per LATA, AT&T intends to pursue this right in Arizona, and it expects continued difficulty with U S WEST on this issue.

47. Therefore, the modified SGAT language and U S WEST's implementation should be clearly set-out in this contract.

48. The second glaring problem with Section 7.1.2 is that the language is far too restrictive because it purports to identify the only interconnection methods open to negotiation. It states, "[t]he Parties shall establish, through negotiations, one of the following interconnection agreements within each local calling area: (1) a DS1 or DS3

entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Inter Local Calling Area (LCA) Facility in accordance with Section 7.1.2.4.” 4/7/00 Second Revised SGAT at 35 (emphasis added); *see also* 7/21/00 SGAT at 37.

49. Again, U S WEST has artificially limited its obligation to provide interconnection at any technically feasible point at the choice of the requesting carrier. Therefore, AT&T recommends modifying Section 7.1.2 to read as follows:

The parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish a Point of Interconnection in each U S WEST local calling area where it does business LATA. Within each LATA, U S WEST shall provide for interconnection at any technically feasible point within its network at the request of the CLEC. The Parties shall establish, through negotiations, one of the following interconnection agreements within each local calling area. Technically feasible methods of interconnection include, but are not limited to: (1) a DS1 or DS3 entrance facility dedicated transport service purchased from U S WEST; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or and (4) Inter Local Calling Area (LCA) Facility in accordance with Section 7.1.2.4 Hub locations.

50. Rather than having U S WEST limit the interconnection circuits to DS-1 and DS-3s, U S WEST’s legal obligation is to interconnect in a fashion that the CLEC requests. U S WEST has replaced “Hub locations” with InterLCA. While there is no difference in facilities between the two, InterLCA is a finished product which requires the CLEC to purchase private line facilities when the hub is outside of the local calling area. The reason a CLEC needs a hub location is to acquire interconnection outside of a local calling area, so in most circumstances the CLEC will be paying private line rates for facilities. It should also be noted that the reason a CLEC is forced into the expense of a hub configuration is the refusal of U S WEST to allow interconnection at the “access” tandem.

51. Section 7.1.2.1 introduces U S WEST's plan to employ "Entrance Facilities" as interconnection points.<sup>15</sup> This Section states:

7.1.2.1 Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility. An entrance facility extends from the U S WEST Serving Wire Center to CLEC's switch location or POI. Entrance facilities may not extend beyond the area served by the U S WEST Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. U S WEST's Private Line Transport service is available as an alternative to entrance facilities, when CLEC uses such Private Line Transport service for multiple services. Entrance Facilities may not be used for interconnection with unbundled network elements.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 37.

52. Typically, Entrance Facilities are employed in the long distance access world, and given the FCC's mandate that interconnection not displace access,<sup>16</sup> U S WEST's interconnection through "Entrance Facilities" as such may be inappropriate. "Entrance Facilities" is a concept that should remain in the access world. The FCC determined that interconnection must be priced under cost-based pricing methodologies. Thus the appropriate element for acquiring interconnection trunks is Dedicated Transport not Entrance Facilities. Although U S WEST may propose what seem to be cost based rates for interconnection Entrance Facilities, if the CLEC switch is not within the U S WEST serving wire center boundary, U S WEST requires both an Entrance Facility and Direct Trunked Transport to get to the U S WEST switch. Adding these two components together is a much higher price than purchasing Dedicated Transport for the distance from the CLEC switch to the desired U S WEST switch.

53. Furthermore, U S WEST's definition of Entrance Facilities is far too restrictive again allowing U S WEST to dictate interconnection methods that unnecessarily increase costs to CLECs and limit their options. As defined, the CLEC

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<sup>15</sup> As noted earlier, U S WEST is also inappropriately counting entrance facilities as interconnection trunks

may only use Entrance Facilities for interconnection when the CLEC switch is physically located within the boundaries of the U S WEST serving wire center. If the CLEC needs interconnection trunking to a U S WEST wire center further away, the CLEC must also purchase one of U S WEST's versions of unbundled transport. Instead, the CLEC should be using dedicated transport between the CLEC switch and the U S WEST switch whenever the U S WEST switch is in the same LATA. To add insult to injury, U S WEST does not allow access to unbundled elements over Entrance Facilities.

54. For these reasons, U S WEST's Entrance Facilities option should be altered as follows:

~~7.1.2.1 Entrance Facility Leased Facilities. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility dedicated transport facilities. An entrance facility extends from the U S WEST Serving Wire Center to CLEC's switch location or POI. Entrance facilities may not extend beyond the area served by the U S WEST Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. U S WEST's Private Line Transport service is available as an alternative to entrance facilities, when CLEC uses such Private Line Transport service for multiple services. Entrance Facilities may not be used for interconnection with unbundled network elements. Such transport extends from the US WEST switch to the CLEC's switch location or the CLEC's POI of choice.~~

55. Turning to Section 7.1.2.2, U S WEST requires here that CLECs pay for Interconnection Tie Pairs. Interconnection Tie Pairs ("ITP") are literally the wires in the U S WEST central office that connect CLEC facilities to U S WEST facilities for interconnection. AT&T and other CLECs make the same type of connections to the same type of equipment at their central offices, and they have never charged U S WEST for these wires. The Section states:

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by U S WEST. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement. *When interconnection is provided through*

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so that the commercial usage appears higher.

<sup>16</sup> FCC First Rpt. and Order at ¶ 191.

*the Collocation provisions of Section 8 of this Agreement, the Interconnection Tie Pair (ITP) rate elements, as described in Section 9 will apply in accordance with Exhibit A. The rates are defined at a DS0, DS1 and DS3 level.*

4/7/00 Second Revised SGAT at 35 (emphasis added); *see also* 7/21/00 SGAT at 37.

56. Because it is U S WEST's obligation to take the traffic from the CLECs 'collocation space, it is unjust and unreasonable to charge the CLEC for ITP rate elements. In this instance, the physical POI is the collocated equipment itself, and thus, U S WEST is responsible for taking the traffic the few remaining feet to the U S WEST switch. Just as AT&T and other CLECs do not charge U S WEST for taking such traffic to their switches, U S WEST should not charge them for similar connectivity.<sup>17</sup>

57. Therefore, U S WEST should delete the ITP portions of Section 7.1.2.2 (the last two italicized sentences).

58. Section 7.1.2.3, U S WEST requires interconnection through mid-span meets contained within U S WEST wire centers boundaries. The provision states:

*7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. The Mid-Span Meet POI shall be located within the Wire Center boundary of the U S WEST switch. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A Mid-Span Meet POI shall not be used by CLEC to access unbundled network elements.*

4/7/00 Second Revised SGAT at 36 (emphasis added); *see also*, 7/21/00 SGAT at 38.

59. Requiring mid-span meet POIs to be within U S WEST's wire center boundaries is unreasonable because, from a technical standpoint, it requires CLECs to deploy unnecessary trunks to every U S WEST wire center.

60. Mid-span meet points are technically feasible at any point within a LATA, and the CLEC may use its own facilities up to the meet point or it may lease dedicated

transport. U S WEST's requirement is just another attempt to evade the single POI per LATA requirement, and, from an engineering perspective, the requirement interjects inefficiencies into the interconnection method.

61. Section 7.1.2.3 should be modified to read as follows:

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, ~~limited to~~for the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. The Mid-Span Meet POI shall be located within the ~~Wire Center~~LATA boundary of the U S WEST switch. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. Spare facilities used for a Mid-Span Meet POI ~~shall not~~may be used by CLEC to access unbundled network elements.

62. Section 7.1.2.4, describes U S WEST's new hub interconnection arrangements, otherwise know as the "LIS Inter Local Calling Area (LCA) Facility."

63. Formerly, U S WEST described interconnection at the "Hub Location Point of Interface" as a form of interconnection for CLECs when their switches were outside the U S WEST local calling area.<sup>18</sup> The new arrangement or product is nearly identical to the previous hub arrangement under a new name and price.

64. Under U S WEST's current hub or LCA facility policy, AT&T has been improperly forced to establish a T-1 from AT&T's POI to every U S WEST end-office in the U S WEST local calling area. This means AT&T must trunk to every end office before it can even sign-up its first customer for service. This is the same thing as requiring a POI per wire center rather than the POI per LATA. From an engineering standpoint it is inefficient, unreasonable and unnecessary.

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<sup>17</sup> The other alternative is to require U S WEST to provide this connectivity under a reciprocal compensation obligation.

<sup>18</sup> Michael J. Weidenbach 3/25/99 Affidavit at 10.

65. U S WEST has changed the name, and as I understand it, with that change U S WEST has essentially changed its hub offering into a “finished” service offering. Furthermore, in some configurations, U S WEST is requiring the CLEC to purchase transport out of its private line tariff, which increases the costs to competitors. CLECs should not be paying private line rates when using those facilities to provide local service.

66. Dedicated transport is the appropriate unbundled element for routing to hub locations in all configurations where a hub is used. The FCC designated dedicated transport as the appropriate unbundled element for connecting U S WEST facilities to CLEC facilities.<sup>19</sup>

67. Furthermore, U S WEST restricts the use of the “LCA” or hub facilities to interconnection only. Thus, CLECs must order additional trunking for access to UNEs. U S WEST is obligated to provide for interconnection and access at any technically feasible point, whether that is through hub locations or any other configuration. All of the language in 7.1.2.4 should be replaced by the following:

7.1.2.4 Hub Location. The CLEC may establish a POI via a hub location by either providing its own facilities to the hub or by utilizing unbundled dedicated transport provided by U S WEST. Spare facilities at the hub locations may be used for the transport of unbundled elements.

68. In Section 7.2.2.1.2.2, U S WEST requires the CLEC to provide transport to U S WEST. It reads:

7.2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party that has leased the Private Line Transport

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<sup>19</sup> First Report and Order, ¶ 440; See also, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, FCC 99-238, CC No. 96-98 “Third Report and Order and Fourth Notice of Proposed Rulemaking,” (Released Nov. 5, 1999) ¶ 321-322. [hereafter “Third Report and Order”].

Service facility from U S WEST. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service (EAS/Local) traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from U S WEST or CLEC as tandem routed (*i.e.*, tandem switching, tandem transmission and direct trunked transport) or direct routed (*i.e.*, direct trunked transport).

4/7/00 Second Revised SGAT at 38; *see also*, 7/21/00 SGAT at 40.

69. Imposing upon the CLEC an obligation to sell transport to U S WEST is the same as imposing a piece of the incumbent's interconnection obligation on the CLEC. Neither the Federal Act nor the FCC rules contemplate such a requirement and it is inappropriate for U S WEST to demand it here. As for acquiring transport from a third party, that option may already be available to the CLECs or U S WEST and the scope of such service should be determined with the third party, not U S WEST through the SGAT. Therefore, the section should be modified as follows:

~~7.2.2.1.2.2 The Parties CLEC may elect to purchase transport services from each other or from a third party that has leased the Private Line Transport Service facility from U S WEST. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service (EAS/Local) traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from U S WEST or CLEC or a third party as tandem routed (*i.e.*, tandem switching, tandem transmission and direct trunked transport) or direct routed (*i.e.*, direct trunked transport).~~

70. Similarly Section 7.2.2.1.3 requires the CLEC to provide transport to U S WEST. This Section also requires that the CLEC employ its spare collocation capacity for direct trunk transport to its switch. It states:

7.2.2.1.3 When either Party utilizes the other Party's tandem switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's end office switch delivered to the other Party's tandem switch for delivery to one of the other Party's end office switches, the originating Party will order a dedicated (*i.e.*, direct) trunk group to the other Party's end office. To the extent that CLEC has established a Collocation arrangement at a U S WEST end office location, and has available capacity, CLEC shall provide two-way direct trunk facilities, when required, from that end office to CLEC's switch. In all other cases, the direct facility may be provisioned by U S WEST or CLEC or a third party. If both CLEC and U S WEST desire

to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 40.

71. In addition to imposing incumbent interconnection obligations upon the CLEC, the SGAT makes absolutely no provision for the CLEC to recover its costs of direct trunking through its collocation space. Moreover, a CLEC should not be required by U S WEST to use CLEC's collocation space in any particular manner. Setting aside the obvious disparity of treatment, the paragraph should be modified as follows:

7.2.2.1.3 When either Party utilizes the other Party's tandem switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's end office switch delivered to the other Party's tandem switch for delivery to one of the other Party's end office switches, the originating Party will ~~order~~ provision a dedicated (*i.e.*, direct) trunk group to the other Party's end office. ~~To the extent that CLEC has established a Collocation arrangement at a U S WEST end office location, and has available capacity, CLEC shall provide two-way direct trunk facilities, when required, from that end office to CLEC's switch. In all other cases, the~~ direct facility may be provisioned by U S WEST or CLEC or a third party, at the CLEC's discretion. If both CLEC and U S WEST desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

72. Turning to Switching Options in Section 7.2.2.6.1, it lists the options for the exchange of SS7 out-band signaling for the purpose of interconnection of local traffic. The option that applies to CLECs, such as AT&T, with their own signaling network is option "(b)". The entire section states:

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement (Section 9); (b) as defined in the U S WEST FCC Tariff #5 (Section 20); or (c) from a third party signaling provider. Each of the Parties, U S WEST and CLEC, will provide for interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and U S WEST Technical Publication 77342.

4/7/00 Second Revised SGAT; 7/21/00 SGAT at 42.

73. Option (b) requires the CLEC to order connectivity from an access tariff.

This option is not only the more expensive way to obtain connectivity, it is also inappropriate for purposes of local interconnection and the exchange of EAS/local traffic. Connectivity with the U S WEST Signaling Transfer Points ("STPs") should be available via dedicated transport. Furthermore, the cost of the trunk providing this transport should be subject to reciprocal compensation. U S WEST should be providing dedicated transport to its STPs at cost-based prices and it should further convert trunks ordered to STPs from tariffed access service to dedicated transport.

74. The Section should be modified as follows:

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement (Section 9); (b) ~~as defined in the U S WEST FCC Tariff #5 (Section 20)~~ Dedicated Transport facilities, between the CLEC STPs and the U S WEST STPs, either self provisioned by the CLEC or ordered from U S WEST and subject to reciprocal compensation; or (c) from a third party signaling provider. Each of the Parties, U S WEST and CLEC, will provide for interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and U S WEST Technical Publication 77342.

75. Section 7.2.2.6.2 offers Clear Channel Capability, referred to as 64CCC.

64CCC allows 64 Kbps ISDN traffic to route over the switch and transport facilities.

Originally, switches and network facilities were designed to handle only 56 Kbps of traffic pr DS-0 channel. With the advent of ISDN, most carriers upgraded their facilities to handle the higher speed. As proposed, the Section states:

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. U S WEST will provide CLEC with a listing of U S WEST local tandems fully capable of routing 64CCC traffic through the U S WEST website: <http://www.uswest.com/disclosures>.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 42.

76. Some of U S WEST's older tandem switches do not allow 64CCC. Under this Section, U S WEST makes its 64CCC capable tandems known through its web site. Contrary to the FCC's mandate, this method, however, provides CLECs with a less efficient means to employ the 64CCC than U S WEST enjoys itself.

77. U S WEST can avoid use of the older transmission facilities and provide 64CCC to its customers even though some traffic may go through older tandems. This is done through an overlay network where special routing is specifically provided for the

64CCC. Where available, U S WEST has a legal obligation to provide the CLECs with the same efficient use of 64CCC traffic. Thus, the Section should be modified to say:

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. U S WEST will provide CLEC with a listing of U S WEST local tandems fully capable of routing 64CCC traffic through the U S WEST website: <http://www.uswest.com/disclosures>. Where available to U S WEST, U S WEST will provide CLECs with the same alternate routing or any overlay network capabilities.

78. Turning to Section 7.2.2.8.3, on LIS Forecasting its states:

7.2.2.8.3 Switch growth jobs are custom jobs with a minimum six month timeframe from the vendors. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize U S WEST standard forecast timelines, as defined in the standard U S WEST LIS Trunk Forecast Forms.

4/7/00 Second Revised; *see also*, 7/21/00 SGAT at 42.

79. Here, U S WEST declares that all switch growth jobs require a minimum of six months. In fact, most switch growth jobs are accomplished by adding a circuit card to the existing frame. Only when new switching modules or frames are needed will the vendor require six months. Under sound engineering practices, U S WEST should be planning and building one year's worth of new switch module capacity where indicated by CLEC and U S WEST forecasting such that it does not encounter capacity shortages.

80. U S WEST, not the CLEC, should bear the burden of U S WEST switch planning. Therefore, the Section should be modified as follows:

7.2.2.8.3 Switch capacity augmentation requires one month to complete. Switch capacity growth, jobs requiring the addition of new switching modules are custom jobs with, may require a minimum six months timeframe from the vendors' to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize U S WEST standard forecast timelines, as defined in the standard U S WEST LIS Trunk Forecast Forms for growth planning. For

capacity augmentation, U S WEST will utilize the CLEC forecasts to ensure at least a one year supply of switch capacity.

81. Section 7.2.2.8.4 discusses the responsibility of each party to build facilities based upon the forecast of the other. It states:

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the U S WEST LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which require a six month minimum to complete the network build. Seven months after submission of the forecast, the forecasting party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays. For ordering information see Section 7.4.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 43.

82. Here again, U S WEST is attempting to thrust upon CLECs incumbent interconnection obligations. As a general matter, U S WEST does not order interconnection trunks to CLECs, and it is AT&T's experience that in place of real trunk forecasts, U S WEST provides trunk utilization reports.

83. In fact, although AT&T has supplied U S WEST with trunk forecasts, it is AT&T's experience that U S WEST has failed to employ those forecasts such that it has the necessary capacity when AT&T places its orders. It is AT&T's experience that, despite the forecasting, the needed switch modules, facilities, central office equipment and T-3 service is frequently not available causing delays in U S WEST interconnection service delivery. U S WEST should have the obligation to order timely new trunks and other necessary facilities. The paragraph should be modified to state:

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the U S WEST LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two year period. From the quarterly close date as outlined in the forecast cycle, ~~the receiving Party~~ U S WEST will have one month to determine network needs and place vendor orders which require a six month minimum to complete the network build. Seven months after submission of the initial forecast, ~~the forecasting party may begin to order~~

~~against the facilities forecast for that quarter, given no vendor or other unavoidable delays~~ U S WEST will have the necessary capacity in place to meet the CLEC forecast. After the initial forecast, U S WEST will ensure that capacity is available to meet the CLEC's needs as described in the CLEC forecasts. For ordering information see Section 7.4.

84. Section 7.2.2.8.6 discusses disputed forecasts. It provides:

7.2.2.8.6 In the event of a dispute regarding forecast quantities, the Parties will make capacity available in accordance with the lower forecast, while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 43.

85. This provision gives U S WEST the right to build to the lower of the disputed forecasts. Given U S WEST's current capacity problems, as highlighted by the class action lawsuit against it,<sup>20</sup> U S WEST's forecasting is likely to be the lower of the two forecasts. Allowing U S WEST to build to the lower of the two forecasts is not advisable because U S WEST currently cannot meet demand notwithstanding the provision of forecasts by CLECs and IXCs.

86. The Section should be modified to state:

7.2.2.8.6 In the event of a dispute regarding forecast quantities, ~~the Parties~~ U S WEST will make capacity available in accordance with the ~~lower~~ higher forecast, if U S WEST has held any CLEC or IXC orders for lack of capacity during the previous six month period while attempting to resolve the matter informally. In the event U S WEST has no held orders for that period, the lower of the two forecasts will be used while attempting to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply.

87. Section 7.2.2.8.7 defines the information that each party will provide to the other in preparation for the joint planning meetings. Given U S WEST's current capacity problems and the impact that it is having on end-user customers, U S WEST should provide the CLEC with a detailed list of the spare capacity on all switches within

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<sup>20</sup> *John Emmons, et al. v. U S WEST Communications*, Consolidated Case No. 97CV597, District Court, Larimer County, State of Colorado.

the State and all the capacity of interoffice facilities ("IOF") in U S WEST's network that may impact interconnection trunking. IOF is generally the trunk between U S WEST's central offices or between U S WEST and the POI.

88. Thus, this Section should be modified to state:

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the U S WEST LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. U S WEST shall provide to the CLEC detailed lists of spare capacity at each U S WEST switch within the State of Arizona and for all interoffice routes that may impact the interconnection traffic. U S WEST will further provide the CLEC with lists of wire centers that are at or near capacity, including all wire centers for which U S WEST has no growth or capital funding plans.

89. Section 7.2.2.8.9 describes the information U S WEST makes available through its routing guide or interconnection database. It provides:

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the U S WEST Web site located at <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

- a) U S WEST Tandems and U S WEST end offices (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned switch generics (ICONN).

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 43.

90. AT&T's experience in using U S WEST's databases, in particular the LERG and ICONN, has revealed that U S WEST infrequently updates the information in the databases such that the information is often incorrect and inaccurate. Furthermore, it

appears as though U S WEST itself does not refer to the LERG when working with CLECs, which ultimately results in more work for the CLECs and more delay.

91. This section of the SGAT should be modified to require U S WEST to regularly update the information in the databases once weekly. Moreover, U S WEST should demonstrate in this proceeding that it too uses these databases to obtain information about CLEC switches.

92. Section 7.2.2.8.12 provides for the care and handling of CLEC forecasts.

It states:

7.2.2.8.12 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in the standard LIS Trunk Forecast Form.
- b) Forecasts shall be deemed Confidential Information.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 44.

93. Given the tremendous amount of information that U S WEST obtains about the CLEC from its position as the dominant local exchange carrier, and through its OSS process, CLECs need greater protection of their forecasting information.

94. To accomplish this protection this Section should be modified to provide:

7.2.2.8.12 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in the standard LIS Trunk Forecast Form.
- b) CLEC forecasts shall be deemed Confidential Information and U S WEST may not distribute or reveal, in any form, CLEC forecasts to its retail marketing, sales, or strategic planning personnel.
- c) U S WEST may reveal CLEC forecast to its network planning and growth personnel on a need to know basis only. These personnel shall be informed of the confidentiality of CLEC forecasts and further informed that

they, upon threat of termination, may not reveal or use such information beyond that necessary to plan network growth.

95. Sections 7.2.2.8.13 and 7.2.2.8.14 describe trunk under-utilization. They provide:

7.2.2.8.13 If a trunk group is consistently utilized at less than 60% each month of any three month period, CLEC will be provided written notification of the requirement to resize the trunk group. Such notification shall include information on current utilization levels. If CLEC does not resize the trunk group within 30 days of the written notification, U S WEST may reclaim the facilities and charge CLEC a charge equal to the rearrangement charge described in Exhibit A. When reclamation does occur, the trunk group shall not be left with less than 25% excess capacity.

7.2.2.8.14 When trunk groups are utilized at less than 60% for any three month period, and CLEC places an order to augment those trunk groups, the parties shall negotiate in good faith to determine appropriate sizing of the underutilized trunk groups. If CLEC cannot substantiate a need for the increased level of trunking, U S WEST has the right to refuse ASRs and/or cancel pending requests to augment those underutilized trunk groups until such time as the utilization on that group reaches the required 60 percent level.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 44.

96. There are several factors that may cause a CLEC to under-utilize or not augment trunks that appear to be fully utilized. For example, rapid or erratic growth of minutes may cause the CLEC to anticipate and provide for capacity problems in the future. Likewise, where CLECs, such as AT&T, have experienced unpredictable and numerous held order problems created by U S WEST when it lacks capacity, prudent network engineering planning would militate in favor of maintaining greater capacity than it otherwise might.

97. Because CLECs are in the best position to know and understand their capacity needs, these Sections should be modified to read:

7.2.2.8.13 If a trunk group is consistently utilized at less than 60% each month of any three-month period, U S WEST will notify CLEC of U S WEST's desire to ~~provided written notification of the requirement of U S WEST's desire to~~

resize the trunk group. Such notification shall include U S WEST's information on current utilization levels. If CLEC does not resize the trunk group or provide U S WEST with its reasons for maintaining excess capacity within 30 days of the written notification, U S WEST may reclaim the unused facilities and charge CLEC a charge equal to the rearrangement charge described in Exhibit A rearrange the trunk group. When reclamation does occur, U S WEST the trunk group shall not be leftleave the CLEC-assigned trunk group with less than 25% excess capacity.

7.2.2.8.14 When trunk groups are utilized at less than 60% for any three month period, and CLEC places an order to augment those trunk groups, the parties shall negotiate in good faith to determine appropriate sizing of the underutilized trunk groups. If CLEC cannot ~~substantiate~~ provide a ~~need~~ reason for the increased level of trunking, U S WEST has the right to ~~refusedispute the ASRs and/or cancel pending requests to augment those underutilized trunk groups until such time as the utilization on that group reaches the required 60 percent level.~~ U S WEST shall fill the disputed trunk orders pending resolution of such orders through negotiation or the dispute resolution mechanism set out in this SGAT.

98. In Section 7.2.2.8.16, U S WEST describes its unilateral right to assess construction charges on CLECs. It states:

7.2.2.8.16 Interconnection facilities provided on a route which involves extraordinary circumstances shall be subject to the Construction Charges, as detailed in Section 19 of this Agreement. U S WEST and CLEC may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard U S WEST forecast timeframes will not apply under these circumstances.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 44-45.

99. Although some "extraordinary circumstances" are defined, apparently U S WEST has the unilateral right to describe other phenomena as "extraordinary." Furthermore, "extraordinary" circumstances should not include situations in which U S WEST has exhausted its current facilities and refuses to construct new facilities to meet current demand. In fact, I believe it would be a rare circumstance where a CLEC's need alone would require U S WEST to incur new construction.

100. Thus, Section 7.2.2.8.16 should be revised to reflect reality and place the burden of new U S WEST facility construction on the owner of that facility, unless it can show that indeed, the CLEC is the sole cause of the new construction:

7.2.2.8.16 Interconnection facilities provided on a route ~~which that~~ involves extraordinary circumstances ~~shall~~ may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. Where U S WEST claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by a showing that the CLEC alone is the sole cause of such construction. If the Commission approves such charges, U S WEST and the CLEC will share costs in proportion to the overall capacity of the route involved. U S WEST and CLEC may also choose to work in good faith to identify and locate alternative routes ~~which that~~ can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard U S WEST forecast timeframes ~~will~~ may not apply under these circumstances.

101. As will be discussed in greater detail during the performance data workshop, CLECs must concur in how U S WEST treats extraordinary circumstances in the performance metrics.

102. Section 7.2.2.9.1 describes trunking requirements. It states:

#### 7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 45.

103. While this provision provides some insight into the trunk performance requirements, it is far too vague to be useful to the CLECs. It should be modified to provide:

#### 7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service

standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards. State requirements and standards provided for in the ROC, and incorporated herein by reference. Furthermore, U S WEST shall, at a minimum, ensure no more than 1 % blocking on trunks from U S WEST's tandem switches to U S WEST's end offices.

7.2.2.9.1.1 U S WEST shall provide to the CLEC weekly reports on all interconnection trunks and weekly reports on all interoffice trunks carrying EAS/local traffic between U S WEST tandem switches and U S WEST end offices switches. The weekly reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

4/7/00 Second Revised SGAT (as modified); *see also*, 7/21/00 SGAT at 45.

104. Furthermore, in Section 7.2.2.9.3 U S WEST now appears to be defying the Arizona law which allows CLECs to combine traffic types on the same trunk group with the use of percent local usage or PLU factors to identify the percentages of local and toll traffic carried on those trunks. Thus, Section 7.2.2.9.3 should be deleted and the following should replace it:

Section 7.2.2.9.3. If the Local Traffic and Toll Traffic are combined in one trunk group, CLEC shall provide U S WEST with a measure of the amount of local and toll traffic relevant for billing purposes to U S WEST. U S WEST may audit the traffic that the CLEC reports if U S WEST has reason to believe the CLEC-reported measurement is not accurate.

105. Turning to Section 7.2.2.9.6, it too describes trunking requirements. The Section states:

7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No EAS/local trunk groups shall be terminated on U S WEST's access tandems. In the complete absence of a local tandem, EAS/Local trunk groups will be established directly between CLEC and U S WEST end office switches for the exchange of traffic between those end office switches only.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 46 (changing to “in the absence of a Qwest local tandem, as identified in the LERG, ...”). The 7/21/00 change clearly alters the import of this subsection, and given that the information in the LERG is frequently inaccurate, this change adds little from the CLEC perspective, but dramatically reduces Qwest/U S WEST’s obligation by limiting it to “absence” through inaccuracy of LERG information or for any other reason.

106. Here, U S WEST places limitations on all termination of EAS/Local traffic, thereby creating inefficient use of the network where CLEC traffic is concerned. From an engineering perspective, U S WEST’s provision creates unnecessary expense and market entry delay for the CLEC because U S WEST insists on dividing its tandems between “access and local” where CLEC traffic is concerned.

107. Again, U S WEST’s refusal to permit interconnection at its access tandems is contrary to the FCC and this Commission’s requirement to allow interconnection at any technically feasible point. 47 U.S.C. § 251(c)(2)(B).

108. Furthermore, AT&T’s experience with this U S WEST policy has caused AT&T to slow its market entry in certain areas. In other instances it has required AT&T to unnecessarily incur trunking costs to U S WEST end offices just to serve a single customer in the affected area. In fact, AT&T and U S WEST currently exchange traffic in several states at the U S WEST access tandem. Therefore, interconnection at this tandem is not only technically feasible; it is occurring.

109. Thus, AT&T proposes to modify Section 7.2.2.9.6 as follows:

7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local) traffic ~~exclusively on local tandems or end office switches, at CLEC’s option. No EAS/local trunk groups shall be terminated on U S WEST’s access tandems. In the complete absence of a local tandem, EAS/Local trunk groups will be established directly between CLEC and U S WEST~~

~~end office switches for the exchange of traffic between those end office switches only.~~

Clearly, the modification, discussed above and found in the 7/21 SGAT version should not be adopted.

110. Paragraph 7.2.2.9.7 requires that CLECs exchange all EAS/local traffic only in U S WEST local calling areas. The paragraph provides:

7.2.2.9.7 The Parties agree to exchange Exchange Service (EAS/Local) traffic in the same EAS/Local area, defined for U S WEST by the Commission, as such traffic originated.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 46.

111. This provision so clearly violates the FCC's requirements allowing CLECs to choose their POI that it must be deleted altogether. Furthermore, it is discriminatory in that U S WEST does not treat itself, affiliates and subsidiaries in this fashion.

112. Turning to Section 7.2.2.9.9, it provides:

7.2.2.9.9 Host-Remote. When a U S WEST Wire Center is served by a remote end office switch, the CLEC may deliver traffic to the host central office or to the local tandem. The CLEC may not deliver traffic directly to the remote end office switch.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 46.

113. Like 7.2.2.9.7, Section 7.2.2.9.9 must be deleted because it again limits interconnection to "local" tandems and it further refuses to allow CLECs to interconnect at the remote end office switch, a technically feasible point. As remote switches become more widespread, CLEC interconnection at remotes will become even more important. When CLECs are allowed to collocate remote switching units ("RSUs"), CLECs will necessarily provision their RSUs with the ability to terminate trunks, allowing direct interconnection at the RSU. This interconnection method is necessary from both a cost and network efficiency perspective in particular in rural areas.

114. Section 7.2.2.10.2.2, under Testing, states:

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable U S WEST Tariff rates. Testing fees will be paid by CLEC when requesting the testing.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 46.

115. The testing described herein is testing beyond the normal "turn-up" testing. Here, U S WEST demands that the CLEC always pay for such testing when requested by the CLEC. This requirement ignores the fact that interconnection trunks are a shared resource for the mutual exchange of calls from both carriers. Therefore, both carriers should bear an equal cost of any special testing required to maintain such trunks. The cost obligation should be reciprocal.

116. The Section should be modified to read:

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) ~~at the applicable U S WEST Tariff rates.~~ U S WEST and the CLEC shall either pay each other for the testing effort expended by each Party or both waive all fees associated with such testing. Charges between the Parties, if any, shall be prorated by the existing average reciprocal compensation ratio for the traffic flow in the LATA. Testing fees will be paid by CLEC when requesting the testing.

117. Examining Section 7.4.1 on ordering interconnection reveals that it may not actually reflect the required interconnection information necessary for the Access Service Request form. It provides:

7.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (*i.e.*, Direct Trunked Transport or Tandem Transmission); 3) the number of trunks to be provisioned at an end office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities,

equipment and routing plans.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 52.

118. Interconnection trunks run from switch to switch, not wire center to wire center. The CLEC and ILEC switches are identified by CLLI code. Moreover, U S WEST's "Interexchange Carrier Resource Guide" has designed and describes the necessary information for an ASR.<sup>21</sup> An examination of the differences in description between the U S WEST SGAT and the ASR guide should be reconciled.

119. Section 7.4.2 on ordering, reads:

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide U S WEST with the CLLI codes of the U S WEST local tandem and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide U S WEST with the U S WEST assigned Two-Six Code (TGSN) to which each NXX will be routed. This information can be provided via the Routing Supplemental Form-Wireline available on the U S WEST web site: [www.uswest.com/carrier/bulletins/process.html](http://www.uswest.com/carrier/bulletins/process.html), and is required to ensure that U S WEST routes CLEC's traffic appropriately.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 52.

120. The information that U S WEST seeks on the "Routing Supplemental Form – Wireline" can and should be obtained by U S WEST from the LERG. CLECs should not need to complete this form. The information U S WEST seeks is the same kind of information U S WEST expects CLECs to obtain from the LERG rather than have U S WEST provide directly to them. Furthermore, the referenced web site is out-of-date requiring CLECs to now hunt through the new site looking for this information.

121. Therefore, U S WEST's SGAT should be modified as follows:

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide U S WEST with the CLLI codes of the U S WEST local or access

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<sup>21</sup> U S WEST "Interexchange Carrier Resource Guide," p. 13, "How to Order Access Service."

tandem and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide U S WEST with the U S WEST assigned Two-Six Code (TGSN) to which each NXX will be routed. ~~This information can be provided via the Routing Supplemental Form Wireline available on the U S WEST web site: [www.uswest.com/carrier/bulletins/process.html](http://www.uswest.com/carrier/bulletins/process.html), and is required to ensure that U S WEST routes CLEC's traffic appropriately.~~

122. By deleting the last sentence, U S WEST will have to examine the LERG just as the CLECs do for the same information. This is a nondiscriminatory and equal in quality requirement.

123. Section 7.4.4, on ordering states:

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting local tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the local tandem.

4/7/00 Second Revised SGAT; *see also* 7/21/00 SGAT at 52.

124. In AT&T's experience U S WEST has repeatedly come to joint planning meetings unprepared. U S WEST should participate in these meetings with the intention of making a commitment. Instead, AT&T experiences complete uncertainty with U S WEST right up to the point where trunk orders are rejected. These rejections are frequently due to U S WEST's lack of preparation during the trunk planning process.

Therefore, AT&T proposes the following modification to this provision:

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment by U S WEST and the CLEC that both parties can implement the proposed trunk plan, and the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting access or local tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the local tandem.

125. Section 7.4.5 again prohibits CLEC interconnect at the U S WEST access tandems. I have repeatedly discussed the legal and technical deficiencies with this

arrangement. Based upon my previous discussions, the paragraph in its entirety should be deleted.

126. Section 7.4.6 states:

7.4.6 Service intervals and due dates for initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 52.

127. This section allows U S WEST to avoid meeting ordering intervals described elsewhere in the SGAT and by the ROC. It should be deleted.

128. Section 7.4.8 describes order cancellation. It states:

7.4.8 CLEC may cancel an order for LIS at any time prior to notification by U S WEST that service is available for CLEC's use. If CLEC is unable to accept LIS within 30 calendar days after the original service date, CLEC has the following options:

- a) The order for LIS will be canceled; cancellation charges as noted in 7.3.5.1 apply; or
- b) Billing for the service will commence.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 52-53.

129. Here, "original service date" is not defined and it should be for clarity. AT&T has experience in which U S WEST has required AT&T to supplement its orders and U S WEST, in those instances, has provided AT&T with new service dates such that several original service dates may exist. Furthermore, depending upon the precise definition of original service date, the Commission may need to alter other provisions so that U S WEST cannot employ this section by requiring CLECs to cancel outstanding orders that U S WEST cannot meet under its performance measurements.

130. Finally, Section 7.5 on Jointly Supplied Access appears to attempt to modify or avoid agreements previously made between U S WEST and CLECs for access.

The SGAT should not be a tool that U S WEST can use to avoid its previous contractual obligations.

**D. Analysis of U S WEST's Alleged Compliance with § 271 Checklist Item 1 in Light of AT&T's Experiences.**

131. As noted above, to be in compliance with Checklist Item 1, U S WEST must prove, by a preponderance of the evidence, that it provides interconnection and access at any technically feasible point within its network that is at least equal in quality to that provided by U S WEST to itself or others on rates, terms and conditions that are just reasonable and nondiscriminatory.

132. It is AT&T's experience that U S WEST does not yet comply with its obligations under Checklist Item 1. In fact, there are three examples of U S WEST's noncompliance that warrant discussion here; they are: (1) its refusal to allow interconnection at technically feasible points; (2) its poor trunk ordering and provisioning service; and (3) its excessive call blocking problems. I will discuss each of these issues in turn.

**1. U S WEST Fails to Provide Interconnection At Technically Feasible Points within Its Network.**

133. Contrary to Mr. Freeberg's testimony,<sup>22</sup> U S WEST does not allow interconnection and access at any technically feasible point in the U S WEST network. U S WEST is the only RBOC that has segregated its tandem switches into "local" tandems and "access" tandems. According to U S WEST, the U S WEST "local" tandem is only used as a tandem switch for EAS/Local calls while the U S WEST "access" tandem is only used as a tandem switch for toll calls. In many cases, the physical switch

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<sup>22</sup> Thomas R Freeberg 6/30/00 Supplemental Affidavit at 5-6.

is the same for both tandems. U S WEST has segmented the switch into two parts, using one set of switch modules for local calls and another set of switch modules for toll calls.

134. U S WEST has categorically refused to allow CLECs to interconnect at access tandem switches, requiring connectivity only at U S WEST local tandems and end offices. There are many areas, primarily in rural communities, where U S WEST does not have trunking from end office switches to a "local" tandem. In these areas, U S WEST provides only "direct final" trunks between its local switches. A direct final trunk has no overflow protection capability as does an "alternate final" trunk that goes to a tandem switch. When a direct final trunk is at capacity, any additional calls will experience a network busy signal or recorded announcement. Typically, U S WEST uses direct final trunk groups for local calling in more rural areas. Rather than provide overflow trunk groups to a local tandem, U S WEST provides fat direct trunks between all of the switches in the local calling area. This direct trunk design works well for U S WEST, but when U S WEST refuses technically feasible interconnection to CLECs, this design becomes a barrier to entry.

135. Because of U S WEST's refusal, before a CLEC can sign up its first customer in the rural community, the CLEC must order direct trunking to the U S WEST end office serving the area. This trunking is an expensive way to reach rural customers already receiving diminished service because of the lower revenue associated with such areas. Furthermore, this trunking arrangement, at least in AT&T's experience, is plagued with U S WEST trunk capacity problems. AT&T has experienced delays in providing service to new customers due to U S WEST's lack of facilities or switch terminations at its rural end offices. If U S WEST allowed the CLEC to interconnect at the "access" tandem, there would be no need for the expense and delay of trunking to the U S WEST

end offices. AT&T has been forced to delay market entry in several areas of Arizona for precisely these reasons.

136. From an engineering perspective, there is no technically feasible reason for U S WEST to refuse CLECs interconnection at the access tandem. The facilities and trunk terminations are identical in nature and as was described above, many of the "access" tandems are merely particular switch modules on the same physical switch as the "local" tandem. AT&T is interconnecting at access tandems with U S WEST in other U S WEST states.

137. U S WEST has claimed that it would not allow CLEC calls to be carried on trunks to the "access" tandem so that it could protect the quality of toll calls. However, AT&T and Worldcom, representing a large majority of long distance callers, have both advocated that U S WEST allow CLECs to interconnect at any U S WEST tandem. The fact is that if U S WEST removed the distinction between "access" and "local" tandems, consolidating trunk groups for both local and toll calling, the efficiency gained would improve the blocking grade of service for both local and toll calls in virtually all circumstances. U S WEST also has claimed that it would have problems properly billing toll traffic if access tandem trunks also carried local traffic. The authorized use of a percent local usage ("PLU") factor makes U S WEST's position untenable. Other RBOCs do not seem to have this problem.

138. Segregation of local and toll tandem functionality has proven to be quite harmful to the CLECs' efficient interconnection and entry into the local market. This scheme works fine for U S WEST but requires very expensive solutions for AT&T and other CLECs that want to provide local service to the rural communities.

139. In addition to refusing interconnection at technically feasible points in its network, U S WEST's policy on access tandems is discriminatory against local traffic and local carriers. That is, U S WEST has provided more robust trunking to the "access" tandems than to its "local" tandems. U S WEST engineers trunks to the "access" tandem to a higher blocking standard than trunks to the "local" tandem. Since CLECs are relegated to "local" tandems, CLEC calls receive the lesser grade of service.<sup>23</sup>

**2. U S WEST Provides Poor Interconnection Trunk Ordering and Provisioning Service.**

140. Access to timely, reliable ordering and provisioning of interconnection trunks is critical for CLECs to grow their local business. When U S WEST fails to provision interconnection trunks in a timely, reliable manner, the CLEC and its business suffer.

141. In marked contrast to Mr. Freeberg's claims of compliance and the unaudited PID measurements he supplies, AT&T has experienced poor ordering and provisioning service from U S WEST. U S WEST has serious problems in delivering interconnection trunks within a reasonable time in some wire centers. AT&T has numerous pending orders for interconnection trunks that U S WEST has delayed filling because of its insufficient facilities supply. For example, AT&T's order placed in mid-March for interconnection to the Higley Main switch went "held" at the end of May because of a missing additional switch module. Even as of June 28, 2000 U S WEST has not received a new due date from U S WEST. AT&T has also had its pending orders placed on indefinite hold where U S WEST has informed AT&T that there is no funding to build additional facilities.

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<sup>23</sup> U S WEST was ordered by the Washington Commission to allow MCI (now Worldcom) to complete local calls over the access tandem when excessive blocking or provisioning delays were experienced with

142. In the past year alone, AT&T has had orders that were delayed for many months due to lack of facilities within the U S WEST network. In fact, AT&T has experienced some of the worst interconnection order delays at the Laveen central office and at 6246 N. 27<sup>th</sup>. In these locations AT&T has waited up to 5 and 6 months for some orders to complete.

143. Interconnection trunking actually starts with forecasts of traffic volumes and trunk quantities. Both the SGAT and most Interconnection Agreements require parties to provide forecasts to each other. In AT&T's experience this exchange of forecasts has, by and large, been a one way exchange from AT&T to U S WEST.

144. Nevertheless, CLEC forecasting is designed to give U S WEST ample time to order and install additional capacity as needed. U S WEST clearly takes the CLEC forecasts under this pretense, and then whether it actually builds to meet any projected demand or does something else with them has been a subject of some debate.

145. In addition to forecasting, many Interconnection Agreements and the SGAT require both the CLEC and U S WEST to order interconnection trunks so that performance levels are maintained within contract guidelines and State requirements. This generally means that blocking is below 1% to 2%, depending on specific requirements. I am not aware of U S WEST ever ordering an interconnection trunk. U S WEST generally depends on the CLEC to order the trunks. This is odd behavior given that 90 % of all traffic flows from U S WEST to the CLEC (according to Mr. Freeberg's statements under oath in the Colorado workshops).<sup>24</sup>

146. The CLEC places a trunk order using the Access Service Request ("ASR") that is also used for ordering access trunks and private line circuits. Once an order is

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trunking to the local tandem.

placed, U S WEST should respond back to the CLEC with a Firm Order Confirmation ("FOC"), setting the service delivery date. Generally, U S WEST should provide the FOC to the CLEC within 8 days of receiving an accurate ASR. When AT&T submits an interconnection trunk order, AT&T's experience has been that it does not receive the FOC back in a reasonable amount of time, and U S WEST frequently responds with arbitrary FOC service due dates that are far in the future, much longer than the standard interval. When arbitrary service dates are used in the performance measurements to determine if U S WEST made its commitment dates, average results look very good. However, the point of a service due date is to give the receiving party a good idea of when it may receive service, not to provide a distant goal that is easy to make.

147. Given the importance of interconnection trunks, these are serious matters that must be studied carefully by the Arizona Commission in evaluating U S WEST trunk provisioning performance for compliance with the requirements of § 271. In the recent past, U S WEST employed a discriminatory policy of segregating its wire centers into Gold, Silver and Bronze designations. Through this designation, as reported in newspapers and the recent complaint from the class action lawsuit by U S WEST's retail customers, U S WEST allocated its resources in a preferential manner such that its high-use customers, located in Gold wire centers, received preferential treatment. Regardless of whether U S WEST still employs such a scheme its after-effects remain and AT&T believes they may have impacted or still impact U S WEST's ability to timely provision some interconnection trunks for CLECs in some areas.

148. During the Arizona analysis, detailed data on trunk provisioning from U S WEST should be compared with data provided by AT&T and other CLECs, in an order-

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<sup>24</sup> See, Colorado No. 97I-198T Workshop Transcript, 6/8/00 at 12, lines 1-10.

by-order comparison.<sup>25</sup> This comparison must be conducted to make sure that the parties are evaluating trunk orders in the same way and to assure that U S WEST is correctly reporting on the existing PIDs. AT&T will present data during the interviews associated with Section 8 of the Arizona TSD showing the problems it has encountered with U S WEST's provisioning of interconnection trunks.

149. Arizona participants must examine all of the PIDs, including PO5, OP3, OP4, OP5, and OP6 to see if U S WEST is meeting requirements for interconnection trunks and to see if the PIDs are capturing all of the problems that AT&T and other CLECs are experiencing with ordering and provisioning of interconnection trunks.

150. In addition, Arizona must examine U S WEST analogues to ascertain if U S WEST is using the correct orders and order information to evaluate parity. Further, U S WEST performance for the provisioning of switched access trunks, as reported by U S WEST to the FCC, should be considered as another benchmark for parity. For the FCC, U S WEST reports average provisioning intervals for switched access circuits on a state-by-state level each year. Switched access trunks use the same equipment and facilities as interconnection trunks, and switched access circuits are provisioned using the same ASR system. Thus switched access circuits provide a good and fair comparison of the average provisioning intervals for the same type of circuits.

151. AT&T is hopeful that the Arizona evaluation process will fully explore these issues, allowing AT&T and other CLECs to present their data and their analysis to compare with that which U S WEST is providing after audit. AT&T is further hopeful that the Commission will carefully consider the results of the ROC process when it is complete and allow parties to explore and explain the results in a future workshop.

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<sup>25</sup> Arizona Test Standards Document (TSD) for the 3<sup>rd</sup> Party Test of U S WEST Operational Support

### **3. U S WEST Suffers Excessive Call Blocking in Arizona.**

152. Call blocking is a traffic overload that is immediately noticed by end user customers. Everyone has experienced a fast busy signal or a message such as "all circuits are busy at this time. Please hang up and try your call again later." Call blocking occurs when all trunks that can be used to connect a call between the calling party's switch and the called party's switch are full.

153. Generally where two switches have two possible routes, a High Use trunk group ("HU") and an Alternate Final trunk group ("AF"), the originating switch first tries the HU trunk. If this trunk is full, the call "overflows" to the AF trunk group. When the AF trunk group is full, subsequent calls "overflow" to fast busy or a recorded message. Call blocking is usually engineered to have a maximum of 1 % or 2 % in the busy hour (the busiest one hour period of the day). Blocking over 2 % is generally considered excessive.

154. To prevent excessive blocking, CLECs must be able to get sufficient interconnection trunks to U S WEST. **Exhibit E** represents interconnection trunking between a CLEC switch and U S WEST switches. When a CLEC customer (1) wants to call a U S WEST customer (2) the call must travel between CLEC switch C and U S WEST switch U. Switch C first attempts to place the call over trunk group B, the High Usage trunk group. If this trunk is full, switch C attempts to place the call over trunk group A, the Alternate Final trunk group to the tandem switch. If either trunk group A or trunk group C are full, the call will overflow to fast busy or a recorded announcement.

155. This is blocking. It should be noted here that trunk groups A and B handle only calls between the CLEC and U S WEST. On trunk group C, calls between the CLEC and U S WEST are in the minority. Trunk group C is also used as the alternate final route between U S WEST switches U and V. If U S WEST customer 2 wants to call U S WEST customer 3, the call would usually use trunk group D. If D is full, the call will overflow onto trunks C and E, through the tandem switch. This means that to evaluate blocking between switches C and U, the blocking on both trunks A and C must be evaluated. If trunk group A is not overflowing calls, but trunk group C is overflowing due to excess traffic between switches U and V, then CLEC calls will experience blocking. U S WEST does not provide routing for switch C to switch U through switch V, though such routing is technically feasible.

156. When no direct trunks exist between a CLEC switch and a U S WEST switch then the tandem route is the only route. In Exhibit E, this would occur if CLEC customer (1) wanted to talk with U S WEST customer (3). The call must flow over trunk groups A and E. Trunk group E is also used as the alternate route between U S WEST switches U and V. As in the example above, to evaluate blocking of calls from CLEC customers to U S WEST customers, and vice versa, blocking must be evaluated on both trunk groups A and E. Trunk group A could have spare capacity and yet calls would still be blocked if trunk group E was at capacity.

157. Blocking of calls bound for CLEC customers on trunk groups E and C can be insidious. The CLEC has no way to determine if calls from U S WEST customers (2) and especially (3) are being blocked. The CLEC knows and monitors usage on trunk groups A and B, but has little or no visibility to trunk groups C and E and no visibility to

those trunks for calls coming from U S WEST customers to CLEC customers.

U S WEST does not report blocking on trunk groups C and E to CLECs.

158. In the auditing and analysis of blocking in the ROC performance proceeding, care must be taken to correctly evaluate blocking information. It should be clear from the discussion above that simply comparing NI1 a and b with NI1 c and d will not assure that blocking performance is at parity. Looking at my example above, NI1 c would include blocking on trunk group C from Exhibit E. As discussed above, this trunk group carries CLEC traffic, not just U S WEST traffic. In addition, U S WEST has very thick trunk groups between their end offices (trunk group D in Exhibit E).

Approximately 95% of U S WEST's traffic flows on these trunk groups, leaving only 5% of the traffic traveling on the tandem trunk groups that are subject to the blocking metrics. In contrast, 25% of CLEC traffic travels over the tandem trunk groups. If a tandem trunk group is blocking 10% of calls to it, this blocking level will impact only 5% of U S WEST's traffic while impacting 25% of the CLECs traffic. The CLEC is more likely not to have a direct trunk than U S WEST. In this case, the CLEC traffic experiences the full blocking rate of the tandem trunk.

## **II. COLLOCATION**

### **A. Definition of Collocation and Legal Obligations to Collocate.**

159. Each incumbent local exchange carrier has the duty to:

provide, on rates, terms and conditions that are just, reasonable, and nondiscriminatory, for the physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that the carrier may provide for virtual collocation if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.

47 U.S.C. § 251(c)(6).

160. Collocation provides the CLEC with the ability to place equipment in U S WEST premises to facilitate interconnection and access to unbundled network elements.

161. Collocation is divided into two general types: (a) physical collocation and (b) virtual collocation. Generally the FCC and this Commission define physical collocation as an offering by the incumbent that enables a requesting carrier to place its own equipment in the premises of the incumbent for the purpose of interconnection and access to unbundled network elements.<sup>26</sup> Virtual collocation involves an offering by the incumbent that enables the requesting carrier to designate or specify the incumbent's equipment to be used for interconnection or access to unbundled network elements.<sup>27</sup>

162. The FCC stated that the "provision of collocation is an essential prerequisite to demonstrating compliance with item 1 of the checklist. FCC BANY Order at ¶ 66.

**B. Summary of U S WEST's Purported Evidence of Compliance.**

163. As evidence of compliance, U S WEST essentially recites the number of alleged collocators, its SGAT provisions on collocation and the PIDs related thereto.

164. Interestingly, U S WEST—through Mr. Freeberg and its SGAT—is threatening to disconnect competitors' collocated switching equipment based upon (1) U S WEST's interpretation of the D.C. Circuit order (cited in full in the Comments attached hereto) and (2) its retroactive application of that case.<sup>28</sup> Such conduct could well be a violation of the CLEC's property rights and other legal rights.

**C. Analysis of U S WEST's SGAT**

**1. SGAT Analysis – Definitions**

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<sup>26</sup> 47 CFR 51.5 (definition of physical collocation).

<sup>27</sup> *Id.*

<sup>28</sup> Thomas R. Freeberg 6/30/00 Supplemental Affidavit at 26-27.

165. Collocation. U S WEST's definition of collocation illegally limits the premises within which a collocater may place equipment. It states, in pertinent part:

4.12 "Collocation" is an arrangement where *space is provided in a U S WEST Wire Center* for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to U S WEST unbundled network elements.

4/7/00 Second Revised SGAT(emphasis added); *see also*, 7/21/00 SGAT at 7.

166. The FCC has refused to limit premises for the purpose of collocation to only wire centers.<sup>29</sup> It defines premises to include:

"Premises" refers to an incumbent LEC's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by an incumbent LEC that house its network facilities, and all structures that house incumbent LEC facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

47 CFR § 51.5 (definition of premises). Furthermore, the FCC—in keeping with the Act—declared that collocation is appropriate where "technically feasible." FCC First Rpt. at ¶ 574.

167. AT&T proposes the following language changes to U S WEST's

4/7/00 SGAT:

4.12 "Collocation" is an arrangement where ~~space is provided in a U S WEST Wire Center for the placement of~~ U S WEST provides space in any technically feasible premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to U S WEST unbundled network elements.

## 2. SGAT Analysis – Collocation Provisions

168. The collocation provisions in U S WEST's SGAT are contained within Section 8.

169. Starting with Section 8.1.1 U S WEST's SGAT provides:

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<sup>29</sup> FCC 1<sup>st</sup> Rpt. at ¶ 573. The FCC stated "[i]n light of the 1996 Act's procompetitive purposes, we find that a broad definition of the term 'premises' is appropriate in order to permit new entrants to collocate at a broad range of points under the incumbent LEC's control." *Id.*

8.1.1 Collocation allows for the placing of equipment owned by CLEC within U S WEST's Wire Center that is necessary for accessing unbundled network elements (UNEs), ancillary services, and Interconnection. Collocation includes the leasing to CLEC of physical space in a U S WEST Wire Center, as well as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in U S WEST's Wire Center. Collocation also allows CLECs to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are six types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, and Adjacent Collocation.

170. This provision only allows CLECs to collocate U S WEST "Wire Centers." The FCC in its First Report and Order, however, stated the following:

We therefore interpret the term "premises" broadly to include LEC central offices, serving wire centers and tandem offices, as well as all buildings or similar structures owned or leased by the incumbent LEC that house LEC network facilities. We also treat as incumbent LEC premises any structures that house LEC network facilities on public rights-of-way, such as vaults containing loop concentrators or similar structures.<sup>30</sup>

U S WEST's SGAT should not be allowed to ignore the FCC's mandate.

171. The U S WEST SGAT should be modified as follows to match this requirement:

8.1.1 Collocation allows for the placing of equipment ~~owned~~ by CLEC within U S WEST's premises, including central offices, serving wire centers and tandem offices, as well as all buildings or similar structures owned or leased by the incumbent LEC that house LEC network facilities and adjacent facilities, where technically feasible, ~~Wire Center~~ that is necessary for accessing unbundled network elements (UNEs), ancillary services, ~~and~~ Interconnection. Collocation includes the leasing to CLEC of physical space in a U S WEST ~~premises Wire Center~~, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in U S WEST's ~~premises Wire Center~~. Collocation also allows CLECs to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are six types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical (including sublease collocation), Cageless Physical, Interconnection Distribution Frame, and Adjacent Collocation.

<sup>30</sup> FCC First Report and Order at ¶ 573.

172. Section 8.1.1.1 and throughout the collocation section of the SGAT, “premises” should replace “Wire Center” and “Central Office” where those terms are used to indicate where a CLEC may collocate.

173. Turning to Section 8.1.1.4 describing shared physical collocation, U S WEST should clarify this provision to indicate that shared collocation allows for the subleasing of space by one CLEC from another CLEC. Therefore, this paragraph should be modified as follows:

8.1.1.4 Shared Physical Collocation -- allows two or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged-Physical Collocation arrangement from U S WEST pursuant to this Agreement or an approved interconnection agreement, and another CLEC, pursuant to the terms of its Agreement or approved interconnection agreement, may share use of that space, in accordance to terms and conditions agreed to between the two CLECs. This is a sublease collocation arrangement. Shared collocation may also be established through joint application by CLECs in which U S WEST will have a separate billing relationship with each such applicant and will look to each such collocating CLEC for payment of its proportionate share of the charges relating to the collocation space. U S WEST will prorate the charge for site conditioning and preparation undertaken by U S WEST to construct the shared Collocation cage or condition the space for Collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC. U S WEST shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have interconnection agreements with U S WEST utilize a shared Collocation arrangement, U S WEST shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from U S WEST. U S WEST shall make shared collocation space available in single-bay increments or their equivalent.

In the 7/21/00 SGAT revisions, U S WEST inserts a sentence that states: “[i]n such a sublease-type arrangement, CLEC will not be allowed to charge the shared occupant a charge in excess of the rate they are being charged by Qwest.” Apparently by simply

leasing collocation space, U S WEST presumes that it can thereby interfere with the contracting rights between the sharing CLECs. This is particularly inappropriate in the case where the first CLEC has leased the collocation space that the second CLEC wants to share. The first CLEC may want to build into its “sharing” rates an opportunity to recover any costs of rearranging its equipment to accommodate the second CLEC. U S WEST shouldn’t unnecessarily interfere with the sharing CLECs’ contractual relationships, which may discourage CLECs from sharing needed space.

174. In Sections 8.1.1.5 and 8.1.1.5.1 “Wire Center” must be changed to “premises” in four places.

175. Section 8.1.1.6 on adjacent collocation should track the FCC’s rule, 47 CFR § 51.323(k)(3). This paragraph should be modified as follows.

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular ~~there is insufficient space in the U S WEST Wire Center premises~~ to accommodate any of the other forms of collocation. U S WEST shall make space available in adjacent controlled environmental vaults or similar structures to the extent technically feasible. U S WEST shall permit CLEC to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. U S WEST must provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. U S WEST must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either U S WEST or by CLEC itself. The specific terms and conditions for adjacent collocation will be developed on an individual case basis, depending on the specific needs of the CLEC and the unique nature of the available adjacent space.

176. In addition, U S WEST leaves terms and conditions for adjacent collocation to be determined on an individual case basis. This is unacceptable. The Commission should insist that U S WEST propose terms and conditions for adjacent collocation in this SGAT.

177. Section 8.2.1.1 describing the rates for collocation should not be qualified as U S WEST has done to limit U S WEST's duty to provide collocation. To comply with § 251(c)(6), U S WEST should modify this paragraph as follows:

8.2.1.1 ~~With respect to any technical requirements or performance standards specified in this Section,~~ U S WEST shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, U S WEST shall provide collocation in accordance with all applicable federal and state law.

178. Turning to Section 8.2.1.2, which, until recently, described the equipment that CLECs could collocate; that provision used to state:

8.2.1.2 Collocation of Switching Equipment. If CLEC seeks to collocate equipment containing switching functionality within the U S WEST Central Office, it does so with the full understanding that U S WEST is appealing such collocation. If U S WEST is successful in its appeal, CLEC must remove all collocated equipment containing switching functionality within ninety (90) days of receiving notice. This will be performed at CLEC expense. CLEC will only collocate equipment that is necessary for interconnection or access to unbundled network elements, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. CLEC may not collocate equipment that is not necessary for either access to UNEs or for interconnection, such as equipment used exclusively for switching or for enhanced services. U S WEST will permit Collocation of any equipment required by law, unless U S WEST can establish to the Commission that the equipment will not be actually used by CLEC for the purpose of obtaining interconnection or access to unbundled network elements. Before any switching equipment is installed, CLEC must provide a written inventory to U S WEST of all switching equipment and how it will be used for interconnection and/or access to unbundled network elements.

4/7/00 Second Revised SGAT at 53. This section made clear U S WEST's policy on the collocation of switching equipment. Recently the D.C. Circuit Court of Appeals determined that the FCC's definition of necessary as "used and useful" was overly broad.<sup>31</sup> The Court vacated only "the offending portions of the Collocation Order" making quite clear that it did not intend to "vacate the Collocation Order to the extent that

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<sup>31</sup> GTE Services Corp. v. FCC, 205 F.3d 416, 422 (D.C. Cir. 2000).

it merely requires LECs to provide collocation of competitors' equipment that is directly related to and thus necessary, required, or indispensable to 'interconnection or access to unbundled elements.'<sup>32</sup> Furthermore, the Court specifically upheld the FCC's definition of cageless physical collocation reciting the FCC's rationale as sound.<sup>33</sup> The FCC reasoned that the incumbents requiring caged collocation resulted in inefficient use of limited space.<sup>34</sup>

179. In its recently revised SGAT of 7/21/00 U S WEST has simply deleted this section and reserved the heading for future use. 7/21/00 SGAT at 56. The act of deleting this section is not entirely clear; however, given Mr. Freeberg's statements regarding collocation of switches it is highly unlikely that U S WEST will allow any collocation of equipment that has a switching functionality even if it is required or necessary for interconnection or access. This is far too expansive a reading of the Court's opinion and certainly not supported in any express language by the Court.

180. Nevertheless, AT&T and other CLECs may need to collocate Remote Switching Units ("RSUs"). U S WEST's dogged refusal to allow the collocation of RSUs creates both inefficiency and undue expense. The inefficiency plays out in both the unnecessary and wasteful use of direct circuits that could otherwise be used to prevent blockage and premature trunk exhaust and the wasteful unneeded interconnections created by CLECs that are not yet ready to deploy those facilities but for U S WEST's ridiculous policy.

181. Furthermore, the D.C. Circuit did not declare that all collocated equipment that performs a switching function "unnecessary." Rather, the RSU in the cases of collocation in rural areas is necessary, required and indispensable for the efficient

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<sup>32</sup> Id. at 424.

deployment of U S WEST and CLEC facilities in the state. Moreover, the use of RSUs promote an important state and federal objective: they encourage the growth of local telecommunications competition in rural and other locations in Arizona.

182. Therefore, Section 8.2.1.2 should be modified to read as follows:

8.2.1.2 The CLEC may collocate any equipment necessary or useful for interconnection or access to unbundled elements, including but not limited to all types of equipment that can be necessary, required or indispensable for interconnection of traffic, equipment that can be used for the termination of unbundled loops and any equipment that will be used to transport or trunks or facilities. CLECs will be allowed to collocate RSUs that are used for accessing unbundled loops and for interconnection of traffic with U S WEST. U S WEST shall not place any limitations on the ability of the CLEC to use all features, functions and capabilities of collocated equipment.

183. Sections 8.2.1.4 and 8.2.1.5 regarding demarcation points for UNEs and connection between UNEs and ancillary services must be modified to provide for direct connection from CLEC equipment to U S WEST equipment, using the same cross connects that U S WEST uses for its own services, without unnecessary intermediate frames. U S WEST has now agreed to the appropriate configurations for access to 911/E911 and unbundled signaling.

184. Section 8.2.1.8 refers to U S WEST technical publications; U S WEST has not provided these publications to AT&T or the Commission in this proceeding. In particular, AT&T has not been given U S WEST Technical Publications 77350, 77351, 77355 and 77385 for review. U S WEST only provided Technical Publication 77386 to AT&T.

185. To perform a complete and rigorous investigation, all of these documents must be reviewed to determine whether they are consistent with U S WEST's SGAT and its legal requirements. Rather than reference these publications, which are subject to

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<sup>33</sup> Id.

unilateral change by U S WEST, the relevant portions of these technical publications should be included in the SGAT, subject to CLEC comments.

186. Thus, this paragraph should also be modified as follows:

8.2.1.8 All equipment placed shall meet Network Equipment Building System (NEBS) Level 1 safety standards and will be installed in accordance with the safety requirements of U S WEST Technical Publications 77350, 77351, 77355, and 77386. U S WEST shall provide standard central office alarming pursuant to U S WEST Technical Publication 77385. U S WEST may not object to the collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards. U S WEST shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements U S WEST imposes on its own equipment that it locates in its premises.

187. Paragraph 8.2.1.9 defines U S WEST's obligation to provide a requesting CLEC with collocation information. This Section should further obligate U S WEST to respond within a certain time frame. Therefore, AT&T proposes to modify this section to more closely comply with 47 CFR § 51.321(h) as follows:

8.2.1.9 Upon request by CLEC, U S WEST will submit to a requesting CLEC, within ten (10) days of such request, a report including:

- a) available Collocation space in ~~a~~ the particular U S WEST premises identified by CLEC;
- b) number of collocators;
- c) any modifications in the use of the space since the last report; and
- d) measures that U S WEST is taking to make additional space available for Collocation.

188. Section 8.2.1.10 describing collocation as offered on a first come, first served basis must be modified to comply with 47 CFR §§ 51.323(f)(2) and 51.323(f)(3).

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a U S WEST premises~~Central Office~~ for placement of CLEC's equipment. If U S WEST determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (bay at a time), or Virtual

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<sup>34</sup> Id.

Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and the CLEC did not specify an alternative form of Collocation on the original order form, the CLEC will be required to submit a new order for the CLEC's preferred alternative Collocation arrangement. If CLEC identifies a second choice for collocation on its original Collocation request, U S WEST will determine the feasibility of the second choice in the event CLEC's first choice is not available. To the extent possible, U S WEST shall make contiguous space available to CLEC when it seeks to expand its existing collocation space. When planning renovations of existing facilities or constructing or leasing new facilities, U S WEST shall take into account projected demand for collocation of equipment. ~~In the event that U S WEST requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.~~

189. Turning to Section 8.2.1.11, it too must be modified to comply with 47 CFR § 51.321(f) and the FCC Collocation Order at ¶ 57.<sup>35</sup> The section should read as follows:

~~8.2.1.11 If U S WEST denies a request for Collocation in a U S WEST premises Wire Center~~ due to space limitations, U S WEST shall allow CLEC representatives to tour the entire ~~Wire Center~~ premises escorted by U S WEST personnel within ten days of CLEC's receipt of the denial of space. Such tour shall be without charge to CLEC. If, after the tour of the premises, U S WEST and CLEC disagree about whether space limitations at the U S WEST premises ~~Wire Center~~ make Collocation impractical, U S WEST and CLEC may present their arguments to the Commission.

190. Similarly, Section 8.2.1.12 should be modified to comply with 47 CFR § 51.321(f):

8.2.1.12 U S WEST shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any premises where U S WEST claims that physical Collocation is not practical because of space limitations.

191. Section 8.2.1.13 describes U S WEST's web site that lists U S WEST premises where collocation space is full. However, it is AT&T's experience that this web

site only includes information on wire centers where CLECs have requested space. Because collocation premises are limited to wire centers, U S WEST should enhance the web site to list all wire centers and other space that could be available for collocation. U S WEST's collocation obligation is set forth in 47 C.F.R. 51.321(h), among other places, and it requires U S WEST to identify "all premises that are full" not just the premises where CLECs have requested space. In addition, the word "collocation" should be inserted before the word "space" at the end of the sentence.

192. Section 8.2.1.14 must be modified as follows to comply with 47 CFR §§ 51.321(i) and 51.323(f)(5):

8.2.1.14 If a request for Collocation is denied due to a lack of space in a U S WEST Central Office, CLEC may request U S WEST to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60~~30~~) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. CLEC has thirty (30) business days to accept the quote. If CLEC accepts the quote, work will begin on receipt of 50% of the quoted charges and proof of insurance, with the balance due on completion. Notwithstanding the foregoing, U S WEST shall perform the following at its expense:

8.2.1.14.1 U S WEST shall, upon request by CLEC, remove obsolete unused equipment from its premises to increase the amount of space available for collocation and;

8.2.1.14.2 U S WEST shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless U S WEST proves to the Commission that virtual collocation at that point is not technically feasible.

193. Section 8.2.1.17 requires CLEC equipment and installations to meet earthquake rating requirements. CLEC equipment and installations should only be required to meet standards that U S WEST equipment and installations meet as required in 47 CFR § 51.323(b). Paragraph 8.2.1.17 should be modified as follows:

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<sup>35</sup> *In the matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, FCC 99-48, CC No. 98-147, "First Report and Order and Further Notice of Proposed Rulemaking,"

8.2.1.17 All equipment and installation shall meet earthquake rating requirements comparable to and to the same extent that U S WEST equipment and installations meet earthquake rating requirements.

194. Paragraph 8.2.1.18 discusses what appear to be dire consequences for CLEC violations of U S WEST rules. It states:

8.2.1.18 U S WEST will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to *trespass violations* if they are found outside of designated and approved areas or if they provide access to *unauthorized individuals*.

4/7/00 Second Revised SGAT (emphasis added); *see also*, 7/21/00 SGAT at 59.

195. This paragraph does not define “trespass violations” or “unauthorized individuals.” U S WEST should clarify these terms. Moreover, the extremely subjective and unknown definition of “designated and approved areas” leaves CLEC personnel at the whim and mercy of U S WEST’s ill-defined parameters. Furthermore, there is no similar “trespass” provision that applies to U S WEST’s personnel. For example, a physically collocated CLEC should be able to prevent unauthorized U S WEST personnel from entering its caged space or perhaps from touching or otherwise disturbing its cageless collocated equipment. U S WEST should add a provision defining clearly when its personnel are committing trespass against the CLEC property or leased space within the collocation space.<sup>36</sup>

196. If the Section is not deleted altogether, U S WEST should at least add the following sentence, from the FCC Collocation Order at ¶ 47<sup>37</sup>, to this Section:

U S WEST may impose reasonable security arrangements on CLEC, but shall not impose security arrangements that are more stringent than the

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(Released March 31, 1999) (“FCC Collocation Order”) ¶47

<sup>36</sup> In addition to protecting CLEC equipment and space from trespass, U S WEST should provide notice and an opportunity for a CLEC representative to be present at any “random audit” of CLEC collocated equipment. *See* Section 8.2.3.10 for the random audit description.

<sup>37</sup> *Id* at ¶ 47.

security arrangements that U S WEST maintains at its own premises either for its own employees or for authorized contractors.

In addition to adding this sentence, U S WEST should disclose whether its personnel are subject to "trespass violations" and it should further reveal the security measures that its personnel are subject to on a day-to-day basis.

197. A similar Section, Section 8.2.1.19 should be modified to incorporate FCC language from FCC collocation order paragraph 49 which calls for access to basic facilities such as restroom facilities and parking. 47 CFR § 51.323(i) does not permit U S WEST to require an escort. This modification is as follows:

8.2.1.19 U S WEST shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the ~~Central Office~~ U S WEST premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying a competitor's employee's entry into U S WEST premises. U S WEST shall provide CLEC with access to other basic facilities while CLEC is at the U S WEST premises, including parking.

198. In Section 8.2.1.23 U S WEST states:

8.2.1.23 U S WEST shall provide, at the request of CLEC, the fiber, coax or copper cable connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same U S WEST Wire Center. Alternatively, CLEC may construct its own connection, using copper, coax or optical fiber equipment, between the CLEC's equipment and that of another CLEC utilizing an U S WEST-approved vendor. CLEC may place its own fiber, coax or copper cable connecting facilities outside of the actual physical Collocation space, subject only to reasonable safety limitations.

4/7/00 Second Revised SGAT(emphasis added); *see also* 7/21/00 SGAT at 60. The words "U S WEST Wire Center" should be replaced by the word "premises."

199. Sections 8.2.1.25 and 8.2.1.26 should be made consistent with U S WEST's policy on direct connection. Specifically, in 8.2.1.25 the clause "without direct access to the COSMIC™ or MDF" should be deleted. In paragraph 8.2.1.26, the reference to the BFR process should be removed as U S WEST has agreed to standard

methods for direct connection to most types of U S WEST cross connect frames and other equipment.

200. Section 8.2.1.27 describes the CLEC's right to subcontract for construction of physical collocation. This Section should be modified to allow for a simple conversion from virtual collocation to cageless collocation. CLECs should not have to suffer the unnecessary delay to go through the BFR process for a rather simple conversion from virtual collocation to cageless collocation. This conversion is a simple process of turning over responsibility for the equipment back to the CLEC, providing the CLEC with access to the premises, and adjusting the billing information. This conversion can be accomplished in fewer than thirty days.

201. Sections 8.2.1.28 and 8.2.1.29 of a previous SGAT described U S WEST's position on subcontracting for physical collocation construction. These Sections were appropriately in the SGAT and should be reintroduced and modified as follows:

8.2.1.28 U S WEST shall permit CLEC to subcontract the construction and build-out of physical collocation arrangements with contractors approved by U S WEST which approval shall not be unreasonably withheld. CLEC is not required to use U S WEST or U S WEST contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval of such CLEC employees, vendors, or subcontractors by U S WEST shall be based on the same criteria that U S WEST uses in approving contractors for its own purposes.

8.2.1.29 U S WEST will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work or related activity in the collocated facility that may cause any type of power disruption to CLEC equipment located in the U S WEST facility. In addition, U S WEST will use diligent efforts to notify CLEC by telephone of (a) general power outages as soon as U S WEST becomes aware that an outage is to take place or has occurred and (b) any emergency power activity that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, U S WEST shall immediately notify CLEC if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment or if backup power has been engaged for any power supporting CLEC equipment.

Although these sections no longer appear in the 4/7/00 or 7/21/00 version of the SGAT, AT&T proposes re-introducing the above sections and requests clarification in regard to their deletion.

202. Likewise, Section 8.2.2.1 should be modified as follows to reflect the standards set forth in 47 C.F.R. § 51.323(e):

8.2.2.1 U S WEST is responsible for installing and maintaining Virtual Collocated equipment for the purpose of Interconnection or to access unbundled loops, ancillary and finished services. When providing virtual collocation, U S WEST shall, at a minimum, install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of U S WEST itself.

203. In Sections 8.2.2.2, 8.2.2.3, 8.2.3.2, 8.2.3.4 describing virtual collocation on page 58 of the SGAT should all have the words "Wire Center" stricken and replaced by the word "premises."

204. Section 8.2.2.5 should be modified as follows to more closely comply with FCC orders regarding parity and compliance with NEBS 1 safety requirements and 47 C.F.R. § 51.323(b):

8.2.2.5 CLEC's virtual collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063 with regard to safety only, U S WEST Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide U S WEST interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtual collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to U S WEST equipment located in its premises.

205. In Section 8.2.3.3 U S WEST imposes a usage requirement that has no basis in FCC or state Commission orders. While AT&T agrees with U S WEST that all U S WEST premises should be used efficiently, U S WEST as a competitor should not

unilaterally determine when a CLEC is efficiently using space. Efficient use is the responsibility of both parties. The paragraph should be changed as follows:

8.2.3.3 The maximum standard leasable amount of floor space for Caged Physical Collocation is 400 square feet. Requests greater than 400 square feet will be considered by U S WEST on an individual case basis. Within twelve (12) months of the actual Ready For Service date or the projected Ready for Service date, whichever is later, CLEC must commence efficiently use of the leased space; Both CLEC and U S WEST shall efficiently use space in U S WEST premises that is being used, or may be used, for collocation. no more than 50% of the floor space may be used for storage cabinets and work surfaces.

206. In Section 8.2.3.5, AT&T must have the opportunity to review U S WEST Technical Publication 77350 for consistency with U S WEST SGAT policy and FCC orders.

207. Section 8.2.3.6, states:

8.2.3.6 CLEC *owns* and is responsible for the installation, maintenance and repair of its transmission equipment located within the physically collocated space leased from U S WEST.

4/7/00 Second Revised SGAT(emphasis added), *see also* 7/21/00 SGAT at 62. The reference to "owns" should be changed to "owns or leases." Neither the Act, FCC or the Arizona Commission require that a CLEC "own" its collocated equipment.

208. In Paragraph 8.2.3.7 U S WEST discusses a timeframe for installation of CLEC equipment in collocated space. There is a bulletin from the USW web site that describes "early access to collocation" so collocators can install their equipment before U S WEST work is done [[www.uswest.com/wholesale/notification/collo/cb-vol1-isu2.html](http://www.uswest.com/wholesale/notification/collo/cb-vol1-isu2.html)]. This concept should be built into paragraph 8.2.3.7 in the following manner:

8.2.3.7 CLEC must use leased space and begin installation of telecommunications equipment within sixty (60) days of the actual Ready for Service date or the projected Ready for Service date, whichever is later, and may not warehouse space for later use. U S WEST shall permit CLEC to commence installation of its equipment prior to completion of U S WEST's work preparing the collocation space, at no additional charge to CLEC. Such "early access" by CLEC shall not interfere with the work remaining to be performed by U S WEST.

209. In Section 8.2.3.9, the terms “unsafe” and “non-standard” are vague. The NEBS standards should provide sufficient detail to cover legitimate issues U S WEST has with safety and standards. This paragraph should be modified as follows:

8.2.3.9 If, during installation, U S WEST determines CLEC activities or equipment do not comply with the NEBS level 1 safety standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, all equally applied to U S WEST, U S WEST has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of U S WEST employees, interfere with the performance of U S WEST's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, U S WEST may perform such work and/or take action as is reasonably necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action U S WEST seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

210. Section 8.2.3.10 gives U S WEST the right to unilaterally remove CLEC equipment. While U S WEST's concerns about proper installation and operation of equipment, for all parties, is shared by AT&T, the SGAT should contain more equitable language. AT&T proposes the following modification:

8.2.3.10 All equipment placed will be subject to random audits conducted by U S WEST. These audits will determine whether the equipment meets the standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, U S WEST determines that the equipment or the installation does not meet U S WEST technical requirements, the parties shall seek to resolve U S WEST's concerns through negotiation. If the parties are unable to negotiate a resolution within thirty (30) days, either party may seek resolution directly from the Commission. In the event the Commission determines that CLEC must perform removal, modification, or installation to bring its equipment into compliance, CLEC will be responsible for the associated costs. If U S WEST damages CLEC equipment or interrupts CLEC service as a result of the audits U S WEST performs, U S WEST shall be responsible for all associated damages. associated with the removal, modification to, or installation of the equipment to bring it into compliance. If CLEC fails to correct any non-compliance within fifteen (15) calendar days or written notice of non-compliance, US WEST may have the equipment removed or the condition corrected at the CLEC's expense.

211. In Section 8.2.3.12, U S WEST provides:

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and U S WEST space through a cage enclosure. U S WEST will construct the cage enclosure or CLEC may choose from U S WEST approved contractors to construct the cage in accordance with the technical publications listed below. All CLEC equipment placed will meet NEBS standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These two U S WEST Technical Publications must be in the possession of CLEC and its agents at the site during all work activities.

4/7/00 Second Revised SGAT; *see also* 7/21/00 SGAT at 63 (from the sentence beginning "U S WEST will construct ...; U S WEST deleted the words "listed below" and added "applicable" before the word technical) . Applicable is too vague and, therefore, subject to abuse; therefore, the applicable standards should be defined specifically.

212. In this section the "NEBS standards" should be replaced by "NEBS 1 safety standards." In addition, the last sentence in this paragraph refers to "two U S WEST Technical Publications" without specifying which publications. This should either be removed or the correct publication references inserted and AT&T provided with copies for review.

213. Section 8.2.3.13 is unclear. It does not adequately define what the "U S WEST Space Reclamation Policy" refers to. If such a policy exists, U S WEST must provide it to CLECs, and this Commission for review. Other necessary modifications to this paragraph are as follows:

8.2.3.13 For Cageless Physical Collocation, the minimum square footage is 9 square feet per bay. Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' or U S WEST's equipment bays. CLEC may request, through the U S WEST Space

Reclamation Policy, a price quote to rearrange U S WEST or CLEC equipment to provide CLEC with adjacent space.

214. In Section 8.2.4.1 a sentence should be added to paragraph 8.2.4.1 to allow for other technological options such as microwave, wireless or as yet undefined technology.

215. For the reasons repeatedly outlined above, Section 8.2.4.2 should be modified as follows:

8.2.4.2 Collocation Fiber Entrance Facilities. U S WEST offers three Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the U S WEST ~~premisescentral office~~ and a C-POI outside the U S WEST premisescentral office where CLEC shall terminate its fiber-optic facility.

216. Section 8.2.4.3 does not allow for the new “express connect” option. This paragraph should be modified as follows:

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the Collocation Point of Interconnection (C-POI) outside U S WEST's Central Office. U S WEST will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by U S WEST from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The U S WEST provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to the CLEC collocation equipment without splices or termination on a FDP.

217. Section 8.2.4.3.2 should be modified as follows:

8.2.4.3.2 Cross-connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the U S WEST ~~premisesWire Center~~. CLEC's fiber cable is spliced into a U S WEST provided shared fiber entrance cable in 12 fiber increments. The U S WEST fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber

interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the ~~Wire Center~~ U S WEST premises. This option has the ability to serve multiple locations or pieces of equipment within the ~~office~~ U S WEST premises. This option provides maximum flexibility in distributing fibers within the central office and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

218. Section 8.2.4.6 must be modified to include language from 47 C.F.R. §§

51.323(d)(1) and (2) as shown below:

8.2.4.6 U S WEST shall provide an interconnection point or points, physically accessible by both U S WEST and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter U S WEST's premises, provided that U S WEST shall designate interconnection points as close as reasonably possible to its premises. U S WEST shall provide at least two such interconnection points at each U S WEST premises~~Dual entry into a U S WEST Wire Center will be provided only when at least two entry points for U S WEST's cable facilities pre-exist and duct space is available. U S WEST will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If U S WEST requires a Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.~~

219. As before, in Sections 8.2.4.7, 8.2.4.8, and 8.2.5.1, "Wire Center," "Serving Wire Center", and "Wire Center, respectively, should be replaced by "premises."

220. Section 8.3.1.4 does not adequately address Express Fiber Entrance Facility. This paragraph should be changed as follows:

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing U S WEST owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame, fiber distribution panel or relay rack.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 66. Furthermore, the reasonableness or lack thereof of “charges apply per fiber pair” probably ought to be consider in the upcoming cost docket.

221. Section 8.3.1.11 must be modified to accommodate direct connection of CLEC equipment to U S WEST equipment without an intervening ICDF (or SPOT frame). The paragraph should be modified as follows:

A) Terminations are purchased by a CLEC to connect their Caged or Cageless Collocation to the ICDF, or to other U S WEST frames, for the purpose of accessing unbundled network elements. This element includes U S WEST’s provided termination blocks, installation labor between the CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by the CLEC or at their request. U S WEST will provide cabling at an additional charge. When U S WEST provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement.

222. Again in Sections 8.3.2.6 and 8.3.3.2, “Wire Center” should be changed to “premises.”

223. Similarly, in Sections 8.3.3.4 “central office” should be replaced with “U S WEST premises.”

224. Likewise, Section 8.5.3.1 requires that the “Wire Center” reference should be changed to “U S WEST premises.”

225. In Section 8.4.1.2 on ordering collocation, U S WEST is forcing the CLEC to pay additional fees and possibly endure delays as a result of any change in the initial collocation order. There should be a materiality standard that ensures that minor changes can be accommodated, as needed by both parties, without going through the same level of process entailed in the initial order. For example, the decision to go from 6 110V AC outlets in a cage to 3 outlets. Or if U S WEST, due to physical constraints that were

unexpected in overhead wiring harnesses, needs to request the CLEC to make a small alteration in the design. The paragraph as written does not take into account reasonable business practices.

226. For order virtual collocation, in Section 8.4.2.2 the defined intervals are too long. In virtual collocation, there is no cage construction, DC power cable runs, HVAC upgrade or other time consuming requirements. Thirty days for installation of equipment should be sufficient and 10 days to swap line cards. A similar time period should apply to cageless collocation as well.

227. AT&T has added a sentence to Section 8.4.3.1 to give CLECs some protection that space under consideration by one CLEC is not lost during evaluation. U S WEST has a similar language in Section 8.4.2.2, so AT&T's suggestion should not be objectionable to U S WEST. The Section should be modified as follows:

8.4.3.1 Upon receipt of a Collocation Order Form and QPF, U S WEST will perform a feasibility study to determine if adequate space and power can be found for the placement and operation of CLEC's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, U S WEST will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the collocation entrance facility and space is reserved pending CLEC's approval of the quoted charges. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by U S WEST will begin. When space and power requirements are available, the leased space (including the cage for Caged Physical Collocation) will be available to CLEC for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific ~~Wire Center~~ U S WEST premises conditions, shorter intervals may be available. Final payment is due upon completion of work.

228. Section 8.6.1.3 describing failure of virtual collocation equipment requires better protection for CLEC interests and greater action on U S WEST's part. This paragraph should be modified as follows:

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, U S WEST will promptly notify CLEC of such failure and the corrective action that is needed. U S WEST will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of U S WEST. CLEC is responsible for transportation and delivery of maintenance spares to U S WEST at the U S WEST premises~~Wire Center~~ housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

229. Section 8.6.3 states:

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using correct procedures to dress and terminate jumpers on the ICDF, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, CLEC is required to provide its own tools for such operations.

4/7/00 Second Revised SGAT; 7/21/00 SGAT at 73.

230. It places all responsibility for ICDF maintenance on the CLEC.

U S WEST has maintained in other proceedings that U S WEST has responsibility on the "horizontal side" of the ICDF. U S WEST should resubmit this Section providing greater clarity about the roles and responsibilities associated with use of the ICDF.

**D. Analysis of U S WEST's Alleged Compliance with § 271 Checklist in Light of AT&T's Experience.**

231. From the first days of the Act, AT&T has had difficulty with U S WEST policy and practice for collocation. Aside from the excessive cost, the constantly changing policies and numerous restrictive details, U S WEST's prohibition on the collocation of some equipment needed for collocation has been a constant problem for AT&T. The collocation of RSUs is essential for efficient market entry and network engineering. The RSU is the only piece of equipment that will provide both interconnection and access to unbundled elements. The RSU utilizes precious collocation space in the most efficient manner and it is the most cost-effective device for

interconnection and access to unbundled elements. U S WEST's prohibition will only serve to slow CLEC market entry, particularly in rural areas. There is no technical reason for not allowing RSU collocation. In fact, U S WEST itself employs RSUs in many offices throughout its network.

232. U S WEST has refused to permit collocation at locations other than wire centers. The U S WEST SGAT is replete with paragraphs that restrict CLEC collocation to wire centers and do not allow collocation in the variety of technically feasible premises required by the FCC.

233. Finally, while U S WEST now claims that it does not require interconnection with CLECs through intermediate frames, such as Single Point of Termination ("SPOT") or ICDF frames, AT&T's on-site investigation has revealed that U S WEST has not implemented such policy. AT&T has discovered that its interconnection trunks, UNEs and other services are all running through SPOT or ICDF frames. Thus, while U S WEST claims compliance, its actions show otherwise.

### **III. RESALE**

#### **A. Definition of Resale and Legal Obligations.**

234. Section 271(c)(2)(B)(xiv) of the Act requires U S WEST to make "telecommunications services ... available for resale in accordance with the requirements of §§ 251(c)(4) and 252(d)(3)."<sup>38</sup>

235. Section 251(c)(4) of the Act requires U S WEST "to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers."<sup>39</sup> "This Section prohibits

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<sup>38</sup> 47 U.S.C. § 271(c)(2)(B)(xiv).

<sup>39</sup> 47 U.S.C. §251(c)(4)(A).

'unreasonable or discriminatory conditions or limitations' on" resold services.<sup>40</sup> In fact, restrictions are presumed to be unreasonable unless U S WEST proves to the Commission that the restriction is reasonable and non-discriminatory.<sup>41</sup>

236. Section 252(d)(3) requires state commissions to determine wholesale rates that on the basis of retail rates less costs attributable to marketing, billing, collection and other avoided costs.<sup>42</sup>

**B. Summary of U S WEST's Purported Evidence.**

237. In the Supplemental Affidavit of Lori Simpson of U S WEST, she claims that U S WEST meets its resale obligations.<sup>43</sup>

238. Again as purported evidence of compliance, U S WEST cites to a number of resellers in Arizona.<sup>44</sup> It discusses U S WEST reseller training efforts, it provides the relevant ROC PID definitions and it provides some unaudited measurements under those PIDs.<sup>45</sup>

**C. Analysis of U S WEST's SGAT.**

**1. SGAT Analysis – Resale Provisions**

239. U S WEST's resale obligations are contained in Section 6 of the SGAT.

240. Section 6.1.1 provides a description of U S WEST's resale obligation in general. AT&T has two primary concerns with the language in this tariff: (a) it is slightly inconsistent with the § 251(c)(4) of the Act, and (b) it appears to limit the resale obligation to only those products identified in U S WEST's tariff. Neither the Act nor the Arizona rules limit resale to tariffed products. While tariffs are certainly a good guide to

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<sup>40</sup> Id.

<sup>41</sup> 47 USC § 251 (c)(4)(B); 47 CFR § 51.613-617.

<sup>42</sup> 47 U.S.C. § 252(d)(3).

<sup>43</sup> Lori A. Simpson 6/30/00 Supplemental Affidavit at 1.

<sup>44</sup> Id. at 2.

<sup>45</sup> Id. at 1-11 and accompanying exhibits.

any carriers' product offerings, most carriers offer service through contracts and by other means. Further, the tariffs contain their own terms and conditions that may not mirror this SGAT. The Section should be modified as follows:

6.1.1 U S WEST shall offer for resale at wholesale rates any Telecommunications Service that it provides at retail to subscribers who are not Telecommunication Carriers, subject to the terms and conditions of this Section. All U S WEST retail telecommunications services are available for resale from U S WEST pursuant to the Act and will include terms and conditions (except prices) in U S WEST's applicable product Tariffs or other offerings. To the extent, however, that a conflict arises between the tariff terms and conditions and this SGAT, the SGAT shall be controlling.<sup>46</sup>

As noted in footnote 46 below, U S WEST's recent 7/21/00 SGAT changes this provision slightly by capitalizing the "T" and "C" in the above paragraph. The definition of "Telecommunications Service" is defined in section 4.60 and is essentially defined as a service sold to the "public." This appears to be more limited than the law demands of U S WEST's resale obligation; retail telecommunications services offered for resale may be sold to companies or government entities, neither of which are necessarily considered the "public." Thus, the definition in 4.60 should be deleted and not referred to in this provision.

241. Turning to Section 6.1.2, U S WEST is inappropriately and unilaterally describing the resale obligations of the CLEC that employs the SGAT. While CLECs do have an obligation to resell their services, U S WEST should not be defining those obligations for the CLEC because their obligation does not mirror that of the incumbent. Rather, U S WEST's SGAT—because it is not a negotiated agreement with any CLEC in particular—should outline U S WEST's resale obligation, and U S WEST should

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<sup>46</sup> U S WEST has inserted capital letter in this section to replace the lower case "telecommunications services." 7/21/00 SGAT at 29. The SGAT defines "Telecommunications Service" as "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used." Id. at 11.

negotiate with the CLECs independent of the SGAT for resale requirements. Thus, AT&T recommends deleting Section 6.1.2 completely.

242. Section 6.1.3 places restrictions on the resale of certain U S WEST services. It provides:

6.1.3 Certain U S WEST services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 29. The legal presumption is that this restriction is unreasonable and discriminatory unless U S WEST proves otherwise. Based upon the Affidavits, U S WEST has not met its burden. AT&T will address these and other restrictions in the discussion that follows.

243. As in other sections of the SGAT, Section 6.2.1 incorporates by reference U S WEST's training procedures, which include manuals and other material. Without supplying the referenced material, neither the Commission nor the CLECs can judge whether these materials are consistent with U S WEST's obligations or whether they undermine U S WEST's claims of compliance. AT&T recommends that U S WEST produce this material for examination.

244. Section 6.2.2, a paragraph describing terms and conditions of resale, creates—as written—some confusion as to whether U S WEST is attempting to limit its resale obligation by listing some services as opposed to simply using the term “telecommunications services.” Furthermore, this Section appears to be attempting to recite the legal obligation not to resell services across customer classes, but as written, it actually limits more.<sup>47</sup> The paragraph should be modified as follows:

6.2.2 Basic Exchange Telecommunications Service, Basic Exchange Features, Private Line Service, Frame Relay Service and IntraLATA Toll may be resold ~~only for their intended or disclosed use and~~ only to the

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<sup>47</sup> See 47 CFR § 51.613(a)(1).

same class of end user to which U S WEST sells such services (e.g., residence service may not be resold to business end users). ~~Service provided directly to CLEC for its own use and not resold to end users, such as administrative services, must be identified by CLEC, and CLEC must pay the full retail rates and prices for such services.~~

245. The last sentences appear to be requiring CLECs to pay an LSR fee.

Because the need for and the scope of this "obligation" is unclear, it should be deleted.

246. Subsection 6.2.2.1 should more closely follow the language of

U S WEST's legal obligation, its should be modified to read:

6.2.2.1 Promotional offerings of ninety (90) days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to retail end-users, with no wholesale discount. However, if such promotional offerings are on a consecutive basis, the wholesale discount shall be applied.

247. Section 6.2.2.4 makes Universal Emergency Number Service (911)

unavailable for resale. U S WEST should clarify its position on this restriction.

248. Section 6.2.2.6 places a restriction on the resale of enhanced/informational services, such as voice mail. U S WEST has not proven that this is a valid restriction, and it should be deleted.

249. Section 6.2.2.7 makes U S WEST contract Service Arrangements or "CSAs" available for resale under limited terms and conditions. Exhibit A states that negotiated contract agreements receive 0 % discount. Neither restriction is reasonable, and the section should be modified. Furthermore, the 0 % discount is an issue for the upcoming cost docket. Additionally, the imposition of tariff rates on all CSAs is not necessarily appropriate especially where they are not applied in the particular CSA.

250. Section 6.2.2.8 withdraws "Grandfathered Services" from resale. This restriction violates the FCC's First Report and Order, ¶ 968, requiring incumbents to extend to resellers such services. The section should, therefore, be deleted.

251. Section 6.2.2.11 of the 7/21/00 SGAT provides:

6.2.2.11 Megabit Services available to *retail* end-users are available for resale out of Qwest's interstate tariff at the discount rates set forth in Exhibit A.

7/21/00 SGAT at 31 (apparently further limiting the "end-users" to only "retail" end-users); *see also*, 4/7/00 Second Revised SGAT. At least two things are uncertain. First, it is not clear why U S WEST requires CLECs to employ an interstate tariff for resale of this item rather than an intrastate tariff. This reference should be removed. Second, the term "retail end user" is not defined, and thus, attempts to limit U S WEST's resale obligation to only those end users that it dubs "retail" end users. The Act identifies the services offered for resale as "retail," not the end users or subscribers.<sup>48</sup> This reference should also be deleted.

252. Section 6.2.3 of the 4/7/00 SGAT describes U S WEST's resale quality of service obligation. Because it is slightly inconsistent with the law as written, the section should be modified as follows:

6.2.3 U S WEST shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that U S WEST provides these services to others, including subsidiaries, affiliates, other Resellers and end users. Notwithstanding specific language in other sections of this SGAT, all provisions of this SGAT regarding resale are subject to this requirement.

Again the 7/21/00 version also inserts the word "retail" before end user suggesting that U S WEST hopes to limit its resale obligations; see the discussion above on end users.

253. The last sentence is necessary because in some provisions, like 6.2.7 and 6.2.11, the language complies with the law as long as U S WEST is providing the same service quality to itself. This sentence makes clear that even in those other sections, U S WEST must comply with the same service quality condition in all sections.

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254. Section 6.2.5 imposes upon resellers an obligation to provide U S WEST with a 2-year forecast. Because resellers use U S WEST's facilities, U S WEST's forecasts are the more relevant and should be supplied to the CLEC. This section clearly gives U S WEST its competitors future business plans that are largely dependent upon end-user demand (something U S WEST itself should have a better idea of than the reseller). The Section should be modified to remove the references to CLEC and replace it with U S WEST.

255. Section 6.2.7 dictates the CLEC's numbering obligations. It should be deleted. Numbering obligations are greater than that described here and they apply equally to all carriers. This paragraph confuses those obligations and should therefore, be deleted.

256. Section 6.2.8 offers resold operator services with the "standard U S WEST branding." 47 CFR § 51.613(c) states:

branding: where operator, call completion ,or directory assistance services is part of the service or service package an incumbent LEC offers for resale, failure by an incumbent LEC to comply with reseller unbranding or rebranding requests shall constitutes a restriction on sale.

U S WEST in Section 6.2.8 has diminished the CLEC's right to obtain unbranded and rebranded operator services and illegally transferred the burden to the CLEC to seek such branding under various sections of the SGAT. Because the legal obligation is U S WEST's to prove that unbranding or rebranding are not technically feasible, Section 6.2.9 should be deleted or rewritten to accurately reflect U S WEST's obligation.

257. Section 6.2.10 of both the 4/7/00 and 7/21/00 SGATs essentially indemnify U S WEST of any slamming claims against the reseller. There are no

disclaimers protecting the CLEC reseller from slamming claims against U S WEST; there should be or alternatively, this provision should be removed from the SGATs.<sup>49</sup>

258. Section 6.2.14 attempts to limit U S WEST's resale obligation to locations in which "facilities currently exist." This limitation is an unreasonable and discriminatory limitation on U S WEST's resale obligation under the Act, the FCC rules and the Commission's rules. It should, therefore, be deleted.

259. Section 6.3.1 apparently attempts to limit resold services by listing certain services on Exhibit A. This Section states:

6.3.1 The Telecommunications Services identified in Exhibit A are available for resale at the wholesale discount percentage shown in Exhibit A. The Telecommunications Services available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff rates.

4/7/00 Second Revised SGAT; *see also*, 7/21/00 SGAT at 33. Again this section suffers from the definition of "Telecommunications Services" that attempts to limit the type of resold services; see discussion in paragraph 250, above.

260. First, the limitation of services available and identified in Exhibit A should be deleted. Second, the discount rate is a pricing issue, but for all services not listed in Exhibit A, the pricing is an uncertain term assuming the Exhibit reference is not deleted.

261. Section 6.3.5 of the 4/7/00 SGAT addressing CLEC payment to U S WEST for end-users use of features, should be modified for clarity as follows:

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<sup>49</sup> Furthermore, in Section 5.3 of both SGAT versions, U S WEST identifies three methods all CLECs may employ to obtain proof of end user authorization of their selected carrier. This provision should be deleted from the SGATs because it illegally limits the type of electronic authorization that CLECs may employ under the FCC's slamming rules and it automatically assesses penalties against the party that cannot make the U S WEST identified proof available upon request. The FCC's authorization methods are the minimum methods the law demands and its new liability rules will become effective soon. It is therefore inappropriate for the SGATs to reduce FCC authorization methods and heap additional liability upon CLECs such that U S WEST obtains windfalls from a CLEC for failing to provide U S WEST with proof of authorization in one of U S WEST's preferred methods. U S WEST is not the "slamming cop" and should not attempt to set itself up as such in light of its poor record on the subject.

6.3.5 CLEC agrees to pay U S WEST when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section (e.g., continuous redial, last call return, call back calling, call trace, etc.). With respect to all such charges, U S WEST shall provide the CLEC with sufficient information to enable CLEC to bill its end user customers.

262. Similarly, Section 6.3.6, should be modified for clarity to read:

6.3.6 Miscellaneous charges applicable to CLEC, will be consistent with charges for equivalent services ordered by U S WEST end users, subject to the applicable wholesale discount.

The 7/21/00 SGAT modifies this section further essentially stating that the charges will be applied to all end users the same way U S WEST applies charges to its end user customers. While consistent application methods are important, U S WEST should inform the CLEC of what those methods are and how they are applied to end users.

263. For Section 6.3.7, AT&T has the same concern about the use of Exhibit A as previously discussed above.

264. Section 6.3.8 on U S WEST modifications to billing should be changed as follows:

6.3.8 ~~U S WEST shall have a reasonable time to implement system or other changes necessary to bill the Commission-ordered rates or charges when such rates or charges become effective. If U S WEST bills amounts different from such rates or charges, U S WEST shall make appropriate bill adjustments and provide bill credits in the next billing cycle.~~

265. As previously written Section 6.3.8 gave U S WEST the right, implied or otherwise, to not bill the correct amount. Furthermore, rates should be billed from the date they become effective, not whenever U S WEST gets around to it.

266. Section 6.3.9, of the 7/21/00 SGAT should be modified further for clarity to indicate that the rates billed are Commission-approved rates. It should read:

6.3.9 If services are resold by CLEC pursuant to Tariffs and the Tariff rates change, charges billed to CLEC for such services will be based

upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order ~~and/or resale Tariff~~. The new rate will be effective upon the Tariff effective date.

267. Similarly, Section 6.3.10 should be modified for clarity as follows:

6.3.10 Product-specific non-recurring charges as set forth in U S WEST's applicable Tariffs will apply when new lines, trunks or circuits are installed or when additional features or services to existing services. Such non-recurring charges are subject to the wholesale discount.

268. Section 6.4.1, on the ordering process, allows U S WEST to turn a competitor's customer inquiry about the competitor's service into a marketing opportunity for U S WEST. This is particularly inappropriate in the wholesale environment and likely an unfair trade practice. Thus, the section should be modified as follows:

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end users that they are end users of CLEC for resold services. CLEC's end users contacting U S WEST will be instructed to contact CLEC; ~~however, nothing in this Agreement, except as provided below, shall be deemed to prohibit U S WEST from discussing its products and services with CLEC's end users who call U S WEST.~~

6.4.1.1.1 USWC Contact with CLEC Subscribers

6.4.1.1.1.1 At all times, CLEC shall be the primary (single and sole) contact and account control for all interaction with its subscribers, except as otherwise specified by CLEC. CLEC subscribers include active CLEC customers as well as those for whom service orders are pending.

6.4.1.1.1.2 USWC shall ensure that any USWC personnel who received or may receive CLEC customer inquiries, or otherwise have an opportunity for CLEC subscriber contact: (a) provide appropriate referrals and telephone numbers to subscribers who inquire about CLEC services or products; (b) do not in any way disparage or discriminate against CLEC, or its products or services; and (c) do not provide information about USWC products or services during that same inquiry or CLEC subscriber contact.

6.4.1.1.1.3 USWC shall not use CLEC's request for subscriber information, order submission or any other aspect of CLEC's process or services to aid U S WEST's marketing or sales efforts.

269. Again, Section 6.4.2 refers and incorporates by reference processes and other information that U S WEST has not placed in this record for investigation. This material in the form intended for use under the SGAT should be a part of this investigation.

270. Under Section 6.4.3 AT&T proposes the following modification for clarity:

6.4.3 U S WEST will use the same performance standards and criteria for CLEC service orders as U S WEST provides itself or to any subsidiary, affiliate, or any other party to which U S WEST directly provides the service, such as end users. The process for CLEC service orders, provisioning, maintenance and repair are detailed in the Access to Operational Support Systems, Section 12 of this Agreement, and are applicable whether orders are submitted via OSS or FAX.

271. Section 6.4.5 should have been modified further from the 7/21/00 version to delete the word retail; it could read:

6.4.5 If Qwest's retail end-user, or the end user's new local service provider, orders the discontinuance of the end user's existing Qwest service in anticipation of end user moving to the new local service provider, Qwest will render its closing bill to the end user, discontinuing billing as of the date of the discontinuance of Qwest's service to end user. If a CLEC that currently provides resold service to an end user, or if end user's new local service provider, orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date end user receives resold service from Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. Qwest will not provide CLEC with the name of the other Reseller or service provider selected by the end user.

4/7/00 Second Revised SGAT. The 7/21/00 SGAT modifies this section to: (1) fix the previous lack of clarity that the CLEC would only pay the U S WEST up to the last date the customers' existing service is resold (which AT&T concurs with), but (2) by altering

the qualifying first clause to again limit the end user to only a "retail" end user, U S WEST has apparently reduced its resale obligations; this is inappropriate as described above.

272. Section 6.4.8 on due date intervals should also be modified for clarity as follows:

6.4.8 Due date intervals are established when service requests are made through the IMA and EDI interface or through facsimile. Intervals provided to CLEC shall be equivalent to interval due dates U S WEST provides itself or to any subsidiary, affiliate, or any other party to which U S WEST directly provides the service, such as end users.

The 7/21/00 SGAT modifies this section further by limiting even more the parties to which the interval equivalence would apply. That is, rather than making this section track more closely the law related to service quality at levels equal to those it provides itself, its customers, its subsidiaries; U S WEST will provide such equivalent quality as judged only against its own end users.

273. Section 6.6.3 states:

6.6.3 CLEC and U S WEST will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

4/7/00 Second Revised SGAT; *see also* 7/21/00 SGAT at 36. The 7/21/00 SGAT contains some minor modifications to which AT&T does not object. However, in Section 12.3.8 neither CLEC nor U S WEST may solicit the misdirected customer, but in subsection 12.3.8.1.5 U S WEST and the CLEC may respond to the misdirected end-user's inquiries with "accurate information in answering end-user questions." The latter subsection should be modified to limit responses to inquiries about repair information and exclude marketing or other sales questions. These inquiries, if any, should be directed to other telephone numbers.

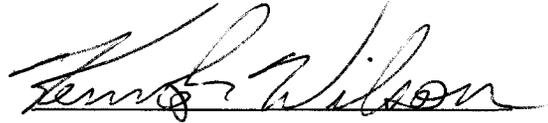
274. Furthermore, this Section limits the scope of U S WEST's obligation to "repair" calls. Instead, the paragraph should read "all calls from CLEC existing customers and those with orders pending."

### **CONCLUSION**

While U S WEST claims that it is in compliance with its obligations under both its SGAT and the § 271 Checklist items, the evidence reveals that it is not. U S WEST's SGAT as discussed above does not, in fact, demonstrate compliance with its legal and technical obligations. Further, AT&T experiences and its attempted commercial usage of U S WEST's interconnection and collocation offerings demonstrates that U S WEST has not fully implemented the relevant checklist items. In short, U S WEST has failed to meet its burden of proof.

**FURTHER AFFIANT SAYETH NOT.**

Dated this 2<sup>nd</sup> day of August 2000.



Kenneth L. Wilson

**STATE OF COLORADO**

)

) ss

**CITY AND COUNTY OF DENVER**

)

**SUBSCRIBED AND SWORN TO** before me this 2<sup>nd</sup> day of August, 2000 by Kenneth L. Wilson, who certifies that the foregoing is true and correct to best of he knowledge and belief.

Witness my hand and official seal.



Notary Public

My commission expires:

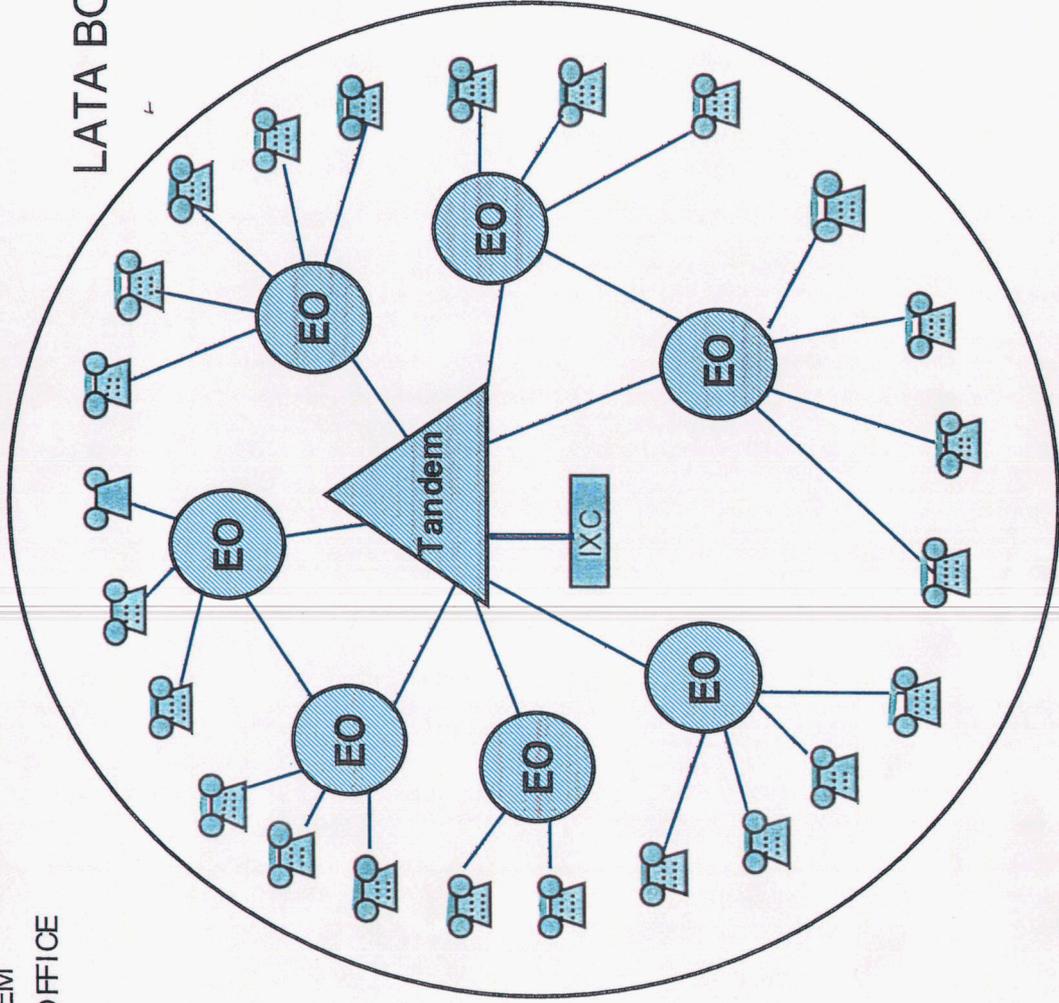
01/22/2003

**EXHIBIT A**

# U S WEST NETWORK ARCHITECTURE

-  = ILEC TANDEM
-  = ILEC END OFFICE
-  = END USER

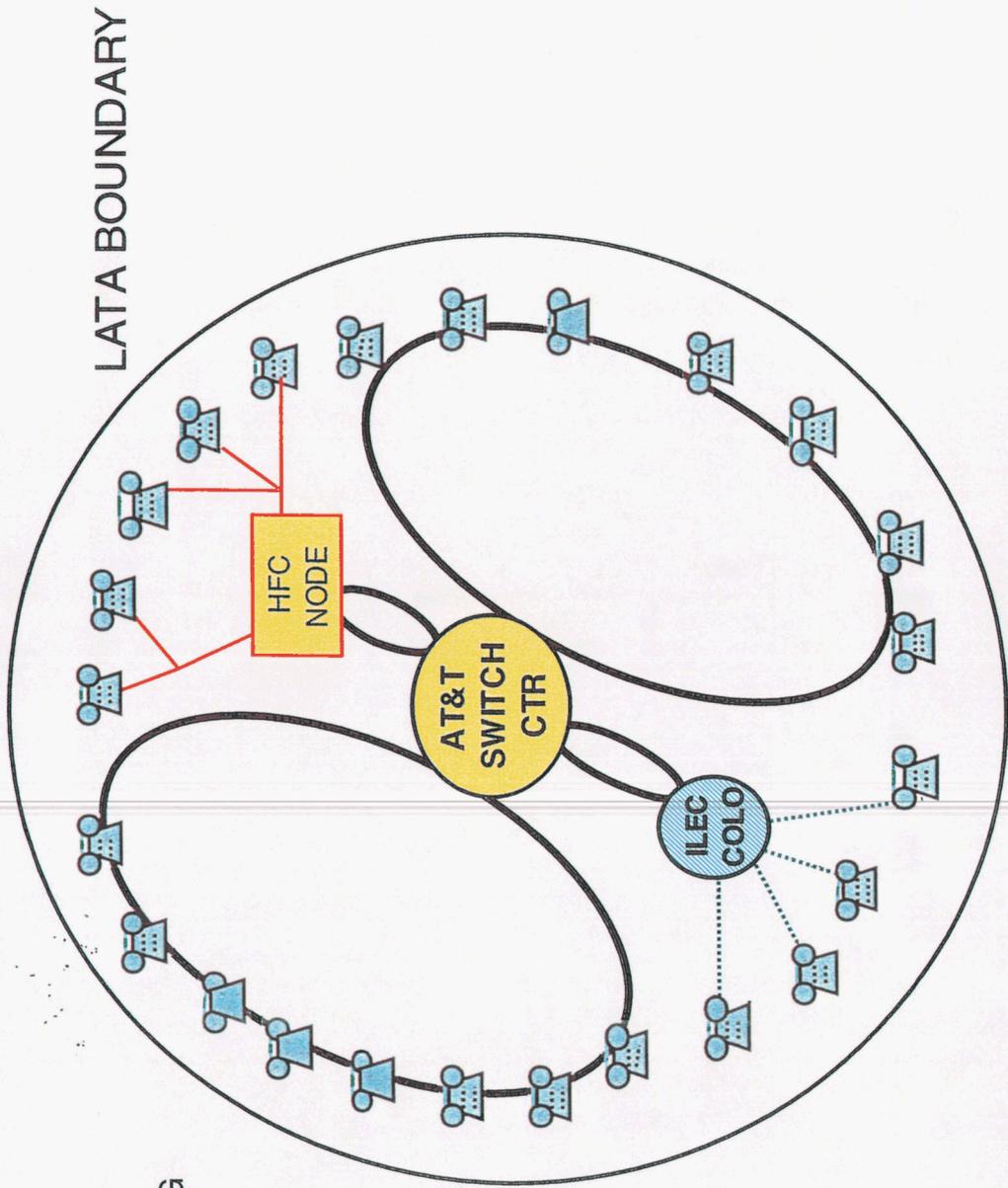
LATA BOUNDARY



**EXHIBIT B**

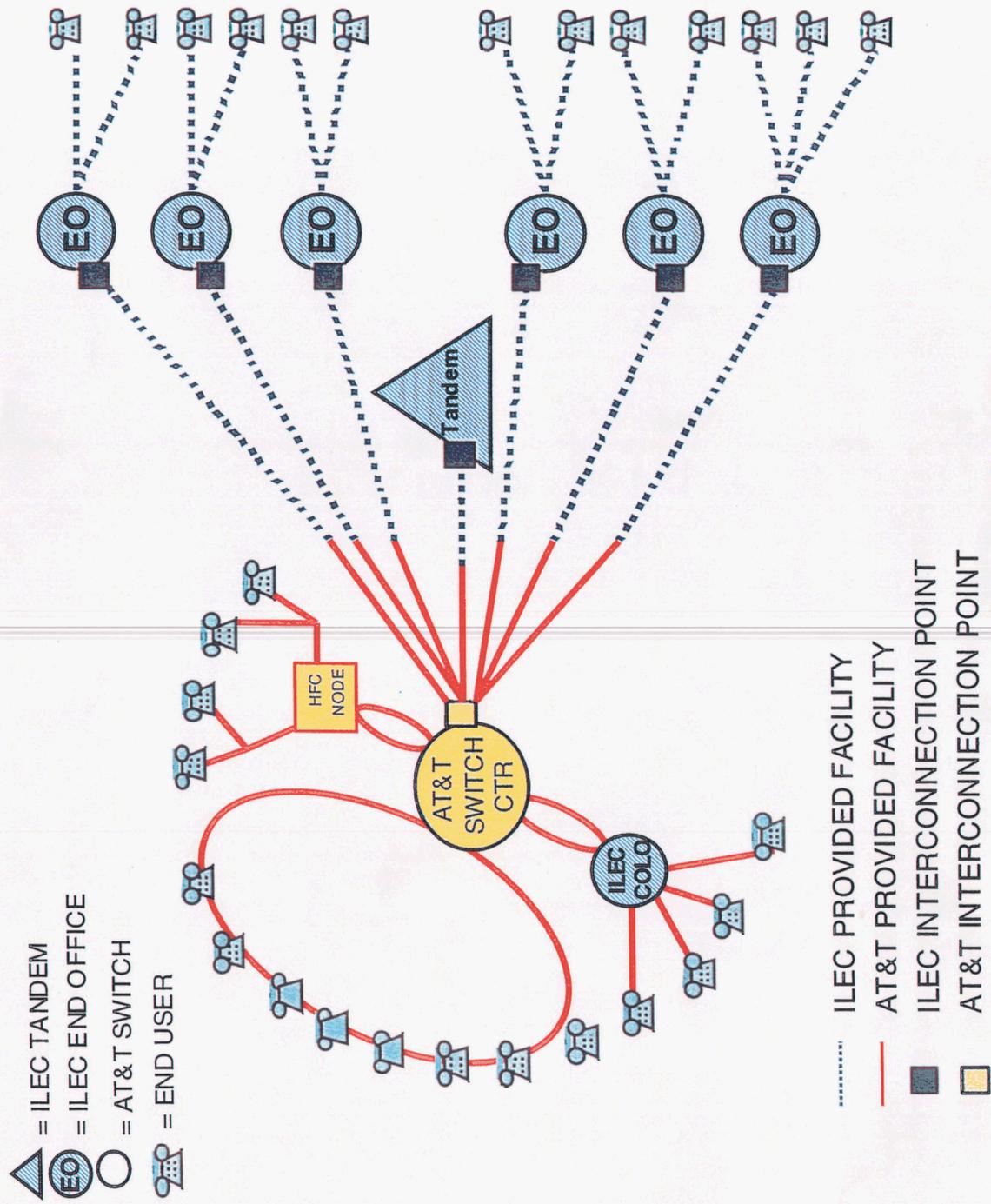
# AT&T NETWORK ARCHITECTURE

- END USER
- FIBER RING
- HFC
- UNE LOOP



**EXHIBIT C**

# INTERCONNECTION OF TWO NETWORKS



**EXHIBIT D**

**EXHIBIT E**

U S WEST, Inc.  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
303 672-2759  
Facsimile 303 298-8197

**USWEST**

Laura Ford  
Senior Attorney

June 16, 2000

VIA FAX

Mitchell H. Menezes, Esq.  
Room 1575  
1875 Lawrence Street  
Denver, CO 80202

Re: AT&T/U S WEST Colorado Interconnection Agreement (the "Colorado ICA")

Dear Mitch:

This letter is to respond to your letter dated June 13, 2000. I sent you a separate letter addressing your questions about Judge Daniel's decision on June 15, 2000.

It is AT&T that is ignoring the Colorado ICA, not U S WEST. To clarify we believe that IP and POI are the same thing. Although we are each responsible for our networks on our sides of the POI, this does not mean that you are entitled to the use of our network without ordering LIS trunking. Also, you continue to be factually incorrect regarding your POI for Vail/Breckenridge. You have established your POI at Vail and we are not asking you to establish additional POIs. You have ordered LIS trunking from Vail to the Breckenridge end office, and we were pleased to see that you have now, under protest, included further LIS trunking for this local calling area in your trunking plan for in accordance with the terms of the Colorado ICA. I reiterate that all other CLECs, including those that have opted into your ICA and who are doing substantially more local business in Colorado than AT&T, are ordering this type of trunking in similar situations. We must deal with AT&T in a non-discriminatory manner.

While you are correct that the Colorado ICA in the Forecasting section at Paragraph 10.4, does state that "[i]nitial trunking will be established between AT&T's switching centers and USWC's access tandem(s)," this initial trunking has been accomplished in order to accommodate your desire for one LRN per LATA. Now you will need to order the LIS trunking in accordance with your trunking plan. And as you correctly state, for interexchange traffic you do have LIS trunking to the U S WEST access tandems. For local traffic, you need to establish trunking either to the local tandem or end office, as appropriate.

I hope that this addresses these issues to AT&T's satisfaction.

Sincerely,



Laura D. Ford

cc: Jeff Lords  
Scott Schipper

Karen Chandler-Ferguson  
Doug Cook

**EXHIBIT F**

U S WEST, Inc.  
1801 California Street, Suite 5100  
Denver, Colorado 80202  
303 672-2759  
Facsimile 303 295-6973

**USWEST**

Laura Ford  
Senior Attorney

June 15, 2000

VIA FAX

Mitchell H. Menezes, Esq.  
Room 1575  
1875 Lawrence Street  
Denver, CO 80202

Re: AT&T/U S WEST Colorado Interconnection Agreement (the "Colorado ICA")

Dear Mitch:

This letter is a follow up to my letter to you dated June 1, 2000 partially responding to your letter dated May 17, 2000. In this letter I will address your questions about Judge Daniel's decision.

We agree with your interpretation of Section 3.5 of Part A of the Colorado ICA that you are entitled to amend the Colorado ICA to adopt the single POI per LATA decision when the final judgment is entered in the MCI appeal subject to further appellate action. However that amendment will need to include provisions for paying Private Line rates for the transport associated with such a configuration. Also, the issue of a single POI in a LATA will be probably be addressed by the Colorado Commission in the 271 proceeding. Before choosing to design your network in a single POI per LATA configuration, you will have to assess the risk that the Commission could assess cost recovery in addition to the Private Line rates for the transport.

Sincerely,



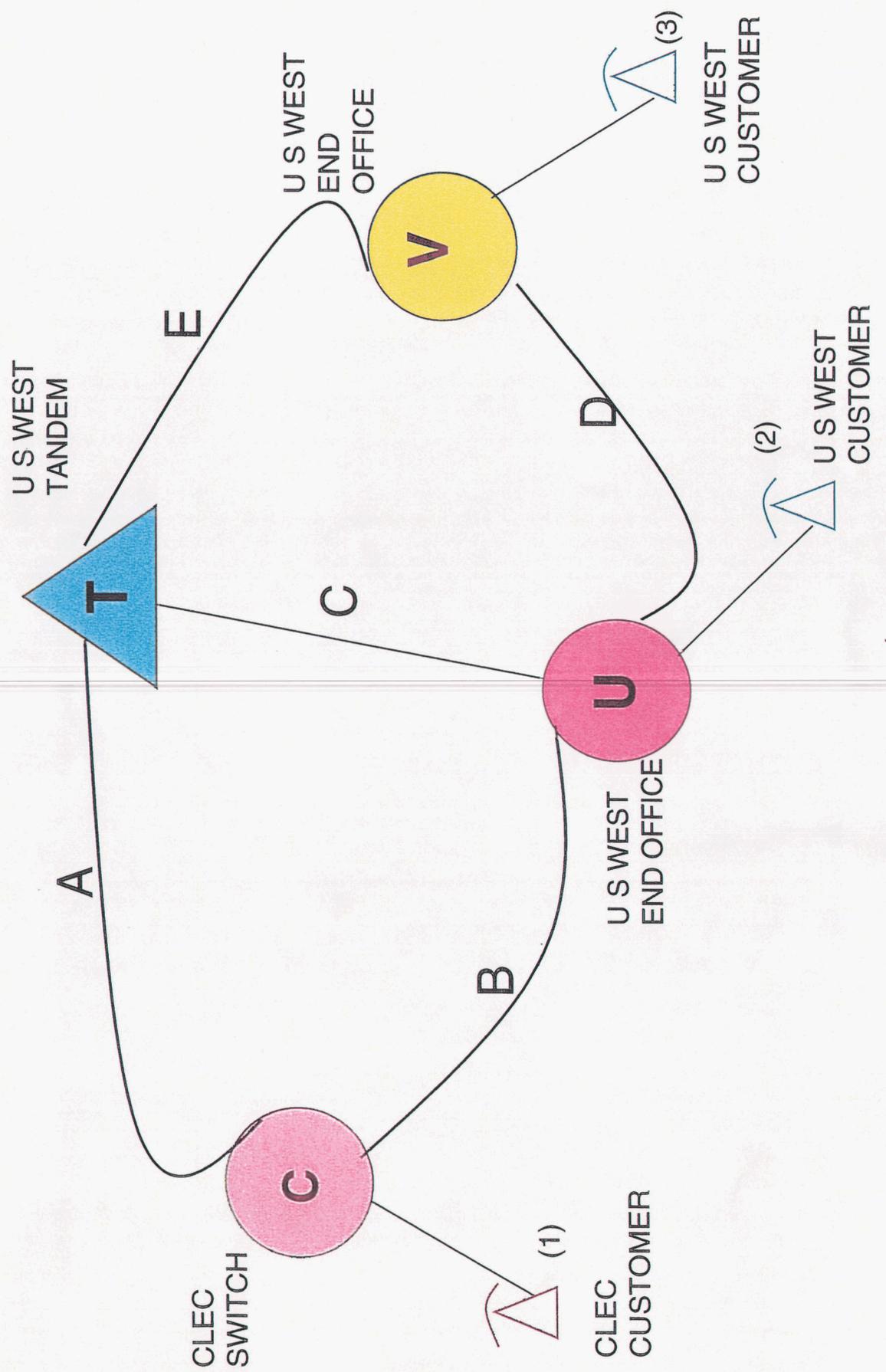
Laura D. Ford

cc: Jeff Lords  
Scott Schipper  
Patty Hahn  
Tim Bessey  
Mark Miller

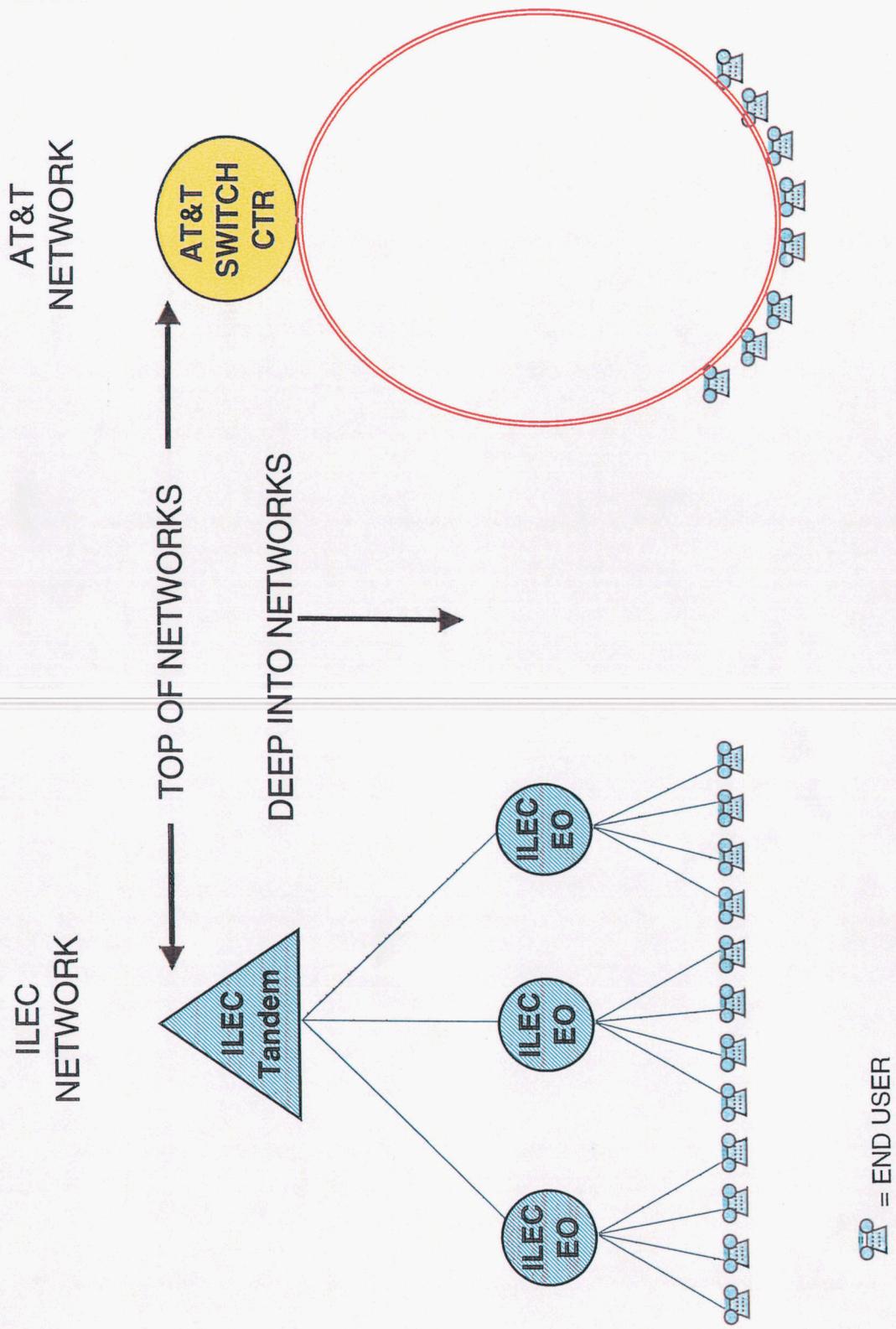
Karen Chandler-Ferguson  
Doug Cook  
Chuck Steese  
Garry Beigtol  
Phil Douglass

**EXHIBIT G**

# TYPICAL INTERCONNECTION TRUNKING



# EQUIVALENT INTERCONNECTION



**BEFORE THE ARIZONA CORPORATION COMMISSION**

**CARL J. KUNASEK**  
**Chairman**  
**JAMES M. IRVIN**  
**Commissioner**  
**WILLIAM A. MUNDEL**  
**Commissioner**

**IN THE MATTER OF U S WEST  
COMMUNICATIONS, INC.'S  
COMPLIANCE WITH § 271 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Docket No. T-00000A-97-0238**

**Supporting Affidavit of  
Timothy D. Boykin**

AT&T Communications of the Mountain States, Inc. and TCG Phoenix  
(collectively "AT&T") hereby submit this Supporting Affidavit of Timothy D. Boykin  
for the Amended First Set of Workshops on the Local Routing Number or "LRN" issue  
and other interconnection issues.

**INTRODUCTION & QUALIFICATIONS**

1. My name is Timothy D. Boykin, and I am a manager with AT&T in the Local Services and Access Management Organization. This organization serves as the interface between AT&T and its local service and access service suppliers. I am submitting this affidavit on behalf of AT&T.
2. My education and relevant work experience are as follows: Over 19 years combined work experience in telecommunications with Pacific Telephone, the U.S. Airforce and AT&T, which includes both private and public switched networks in the areas of provisioning, maintenance, and engineering. During this time I have completed several technical education programs in electronics and telecommunications.

3. Currently, I am a manager with AT&T, and my responsibilities include market entry, supplier performance management, and process management supporting AT&T Local Services in areas including the 14 Qwest states.

4. In that capacity, I have had numerous dealings with Qwest in regard to interconnection and local number portability.

#### **PURPOSE OF AFFIDAVIT**

5. I have had considerable experience working with Qwest to obtain interconnection to the Qwest network over the last two years. I have worked through many issues with Qwest relating to interconnection and number portability. Three issues that have continued to be problems for AT&T as a competitive local exchange carrier ("CLEC") have to do with Qwest's practices relating to LRN assignment, the difficulty we have had preparing trunk plans with Qwest, and the specific problems we have experienced with interconnection trunking in Arizona.

6. Thus, the purpose of this affidavit is to report AT&T's commercial experience dealing with Qwest's local interconnection service, more specifically the LRN assignment practice and its trunking issues. First, I will provide some background for the LRN issue and then I will discuss the LRN problem and the trunking problem. Second, I will provide a specific example of the types of delays AT&T has experienced in Arizona.

#### **BACKGROUND**

7. "LRN" stands for location routing number. It is a 10-digit number, in the format NPA-NXX-XXXX, that uniquely identifies a switch or point of interconnection (POI). The NPA-NXX portion of the LRN is used to route calls to numbers that have been ported. Local number portability allows subscribers to keep their telephone

numbers when they choose to change local carriers. Without telephone number portability, customers must change their telephone numbers whenever they change carriers.

8. The Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS) issued "Location Routing Number Assignment Practices" (INC 98-0713-021) on July 13, 1998, a copy of which is attached to this affidavit as **Exhibit A**. This practice outlines assignment criteria when a service provider selects and assigns an LRN. In brief, Qwest has failed to adhere to the assignment practices as issued by the INC and has caused extended delays as AT&T has sought resolution of the many difficulties caused by Qwest's non-compliance.

9. In addition, AT&T's efforts to conduct trunk planning with Qwest in order that AT&T may interconnect with Qwest and enter the local market have been protracted because Qwest has not participated fully in the process. Qwest has refused to do the work necessary to make the documentation for trunk plans information that AT&T can rely on to submit ASRs to Qwest for interconnection trunking.

10. Finally, AT&T customers outside the Phoenix extended local calling area, have experienced delays due to Qwest's policies concerning interconnection trunking.

### **AT&T'S INTERCONNECTION EXPERIENCE**

#### **I. LRN PRACTICES**

11. Paragraph 2 of the LRN practice states that "A service provider should select and assign one (1) LRN per LATA within their switch coverage area. Any other LRN use would be for internal purposes. Additional LRNs should not be used to identify US wireline rate centers." In 1999, many months after this practice was in effect, Qwest informed CLECs that they would have to establish an LRN for every Qwest rate center.

AT&T did not comply with Qwest's requirement and learned in July 1999 that the impact of not adhering to Qwest's demand was that call attempts to AT&T customers with numbers ported away from Qwest would fail.

12. Since July 1999, there have been many letters between AT&T and Qwest on this subject. AT&T has consistently sought that Qwest comply with the INC practice. Initially Qwest told us that the INC practice was not a requirement that Qwest needed to follow and that it believed that the operational problems of having Qwest adhere to the industry standard would far outweigh the impacts such a practice has on numbering resources. See letter dated July 29, 1999 from Beth Halvorson of Qwest to Charlotte Field of AT&T attached as **Exhibit B**. This letter went on to state "Accommodating a 'one LRN per LATA' arrangement would require Qwest to incur significant additional expenditure of resources, including the complex translations work, required to alter our existing network routing arrangements and the substantial changes necessary to reconfigure our network architecture which is based upon our policy of separation of toll and local traffic." It is AT&T's view that Qwest should do this work so as to comply with the INC standard. See **Exhibit C**, a letter dated August 19, 1999 from Charlotte Field of AT&T to Beth Halvorson of Qwest. Qwest has consistently supported its LRN position based on its "policy" rather than based on any argument that the fixes to its network are not technically feasible. Therefore, Qwest made a conscious choice not to comply with this standard. In doing so, Qwest has delayed AT&T's entry into the local market and severely damaged AT&T's reputation with its customers.

13. In the summer of 1999, AT&T sought a meeting with Qwest technical subject matter experts (SMEs) in order to understand from technically qualified people what the problems are in the Qwest network. It took almost six weeks for Qwest to make

such persons available for a face to face meeting that was held on September 13, 1999. AT&T summarized the discussion at this meeting in a letter dated September 30, 1999, attached as **Exhibit D**. This letter summarized the Qwest position, which has not been refuted, stated at the meeting. Qwest personnel clearly stated that Qwest's position regarding LRN assignment is a policy decision and that the solutions necessary to properly route calls based on an LRN per LATA are technically feasible. In the meantime, AT&T advised sales people in the field that they had to cease marketing AT&T Digital Link (ADL) inbound local service in certain areas of the Qwest territory because of the Qwest LRN policy.

14. When AT&T brought Qwest's LRN assignment practice to the attention of various state commissions, Qwest modified its public position. Qwest sent out a CLEC notification on January 17, 2000, entitled "LNP – Location Routing Number (LRN)". In this notification, Qwest stated that "we have been pursuing technical solutions that would allow us to accommodate LRN assignment at the LATA level, or other level, to ensure that service providers would not be required to obtain an NPA-NXX code for the sole purpose of assigning an LRN." While this sounded good at the time, it has taken six or more months for Qwest to arrive at what it refers to as an "interim" solution.

15. On March 6, 2000, AT&T sent Qwest a letter (attached as **Exhibit E**) identifying the LRNs per LATA that it sought to use for its ADL service. Qwest responded with its proposed solution by letter dated March 27, 2000 (attached as **Exhibit F**). Based on this letter and subsequent discussions it appeared that, on an interim basis, Qwest would route calls to AT&T customers with ported numbers via the Qwest access tandems and over intraLATA toll trunk groups. Qwest's permanent (but subject to change) solutions for the most part call for AT&T to install direct end office trunking in

order for calls to complete to AT&T customers. AT&T objects to Qwest's LRN solution that calls for direct trunking. There is no need for direct end office trunking and AT&T has refused to order such trunking. It is not required by the interconnection agreements between AT&T and Qwest and such trunking is costly, inefficient and will only exacerbate the problems Qwest already has meeting demand for trunking.

16. AT&T prefers Qwest's interim LRN solution. AT&T has advocated the combination of local and toll traffic with Qwest for at least three years and Qwest has refused to do it unless ordered by a state commission. However, it is clear that Qwest can combine local and toll traffic based on requirements in Arizona and other states and based on the interim solution to the LRN problem offered by Qwest. We have told Qwest that AT&T will bill Qwest an intraLATA toll rate to terminate all calls on the intraLATA trunk groups. Qwest wants to pay a local rate in the interim until Qwest orders and effects one way direct trunking from every Qwest end office to the AT&T central office in the area. AT&T does not believe that such end office trunking is necessary or consistent with its interconnection agreement with Qwest. With respect to Qwest's interim solution, AT&T has suggested the use of a factor referred to as "little PLU" (percent local usage) with respect to intralata and local traffic traveling over the same trunk group. This method is being used successfully with other ILECs. In fact, a "large PLU" factor is used with Qwest in at least five states including Arizona with respect to local and interLATA toll traffic traveling over the same trunk group. However, Qwest has never voluntarily used PLU factors for local and toll traffic. Qwest has not yet responded to our suggestion to use a "little PLU" factor. If a PLU factor were used for all traffic, Qwest's "interim" solution would be satisfactory for the long term and no additional trunking (as called for by Qwest's "permanent" solution) would be needed.

17. We have sent correspondence to Qwest recently seeking clarification on how calls will route and we have conducted certain testing to insure that calls will route the way Qwest tells us they will using Qwest's interim solutions. See **Exhibit G**, an e-mail message dated May 25, 2000 from John Blaszczyk of AT&T to Tim Bessey of Qwest and e-mail message dated June 8, 2000 from John Blaszczyk to Scott Schipper of Qwest. Qwest had promised a response to the June 8 letter by June 30<sup>th</sup>. On July 21, AT&T received a response partially explaining the call flows, but not addressing AT&T's specific concerns. The response is attached as **Exhibit H**.

18. Since Qwest has been unwilling to fully explain to AT&T what is wrong with its network and what needs to be done for it to properly adhere to the industry LRN assignment practice, I am hopeful that this Commission will require an explanation and full resolution of this issue before considering approval of Qwest's 271 application. This information is necessary so that AT&T can effectively manage its infrastructure planning throughout the Qwest territory to insure that all customers can receive local service.

## **II. TRUNK PLANNING PROBLEMS**

19. Based on AT&T's market entry plans, AT&T discusses infrastructure planning with Qwest and presents Qwest with a proposed trunk plan. This trunk plan shows the switches in the state where AT&T seeks to enter the local market for a particular service and the trunk capacity needed to accomplish the interconnection. In Arizona, Qwest orders most of the trunk groups. This may vary from state to state.

20. In preparing the trunk plans, AT&T seeks information from Qwest about the switches in its network including what tandem switches are present in the market and what end offices subtend the tandem switches. This is very important information. If we

trunk to the wrong switches our customers will not be served and we have to start all over again, causing delays.

21. It is my experience that Qwest does no work to verify the information about the Qwest network that AT&T places on its trunk plans. Because this is the case, we do all of the leg work gathering data about not only the AT&T network, but also about the Qwest network, in preparing these trunks plans. We do this by checking Qwest's data included in the LERG and Qwest's ICONN database. While AT&T does not object to doing this work, we have found that the information in these databases is frequently wrong. We know this, because on several occasions at the end of perhaps a three month trunk planning process, Qwest will inform us that there is incorrect information in the trunk plan that needs to be changed. There have been occasions where Qwest did nothing until AT&T submitted ASRs (based on the plans we prepared with Qwest) which Qwest rejected because the information in the plan had been incorrect. Had Qwest fully participated in the process, many of these errors and resulting delays would not have happened. We have asked Qwest to do the work necessary to insure that the planning process results in accurate trunk plans. We have also asked Qwest to commit to the plans once they are finalized. On both points, Qwest has refused.

22. Because of the errors we have found in the LERG, we have asked Qwest to update its information in that database, however, Qwest has been unwilling to do so. It would be helpful to CLECs if Qwest were held responsible for the accuracy of its data in the LERG. In addition, Qwest should be required to update its information in the LERG at regular intervals, at least once per week. On July 26<sup>th</sup>, Qwest informed AT&T that Qwest will engage in a project to review and rectify any LERG discrepancies concerning

local tandems and end offices subtending those tandems. The LERG project will take approximately two weeks according to the Qwest Wholesale Account Team.

23. We have found that the ICONN database does not have information on any of the Qwest local tandems and the end offices that subtend those tandems. It is interesting to note that Qwest refers CLECs to these databases in Section 7.2.2.8.9 of the Qwest SGAT. If Qwest expects CLECs to use these databases as the source of information for network planning, Qwest must be required to support these databases and be accountable for inaccurate data. In the alternative, Qwest personnel must research the necessary data and be held responsible for the answers they provide.

### **III. SPECIFIC INTERCONNECTION ISSUE IN ARIZONA**

24. Under the current Arizona interconnection agreement, AT&T may choose to send local traffic over the existing access trunk groups, and apply a factor which represents the PLU eliminating the need for two way local trunk groups. In Arizona, and other PLU states, AT&T uses existing trunk groups to deliver its customers' outbound calls to Qwest. As a result, Qwest orders one way local trunk groups to deliver its customers' traffic to AT&T. Qwest's use of this method to deliver inbound traffic to AT&T local customers has resulted in delays in implementing customers, because Qwest has insisted that it will order such trunk groups between the AT&T end office and multiple Qwest end offices rather than from the Qwest access tandem. Such direct trunking is consistent with Qwest's policy throughout the SGAT (although contrary to the terms of the Arizona interconnection agreement between AT&T and Qwest) that CLECs may not interconnect with Qwest access tandems for the exchange of local traffic.

25. Qwest's refusal to permit CLECs to interconnect at the access tandem is unreasonable. AT&T is currently interconnected with Qwest at its access tandems for the

exchange of local traffic in nine Qwest states. We are permitted to do this under the terms of AT&T's interconnection agreements with Qwest. If this Commission allows Qwest to prevent CLECs from interconnecting at access tandems, AT&T and other CLECs will be required to establish direct end office trunking because Qwest local tandems are not connected to all Qwest end offices. In a PLU state such as Arizona where Qwest orders one way local trunk groups from AT&T, Qwest has insisted on direct trunks to every end office. For example, if AT&T's customer is in Yuma or Flagstaff, Qwest will order the trunk groups directly to end offices in those cities, even if AT&T has only one customer. Initial traffic volumes don't warrant these direct trunk groups. This large number of trunk groups will be costly, cause delays, strand capacity and will aggravate the facility availability problems Qwest already has. The Commission must deal with and fully resolve these issues before considering whether Qwest meets its Section 271 obligations.

### **CONCLUSION**

In my day-to-day experience in dealing with Qwest to obtain local interconnection in Arizona as well as elsewhere, I have found the policies and practices discussed above to be a barrier to AT&T's timely entry into the local market.

**FURTHER AFFIANT SAYETH NOT.**

Dated this 2<sup>nd</sup> day of August 2000.

  
\_\_\_\_\_  
Timothy D. Boykin

**STATE OF COLORADO**

)

) ss

**CITY AND COUNTY OF DENVER**

)

**SUBSCRIBED AND SWORN TO** before me this 2<sup>nd</sup> day of August, 2000 by Timothy D. Boykin, who certifies that the foregoing is true and correct to best of he knowledge and belief.

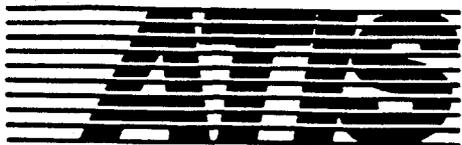
Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires:

01/22/2003

**EXHIBIT A**



**Alliance for  
Telecommunications  
Industry Solutions**

*Sponsor of*



**Industry Numbering  
Committee**

**A forum of the Carrier Liaison Committee**

**1200 G Street NW  
Suite 500  
Washington DC 20005  
[www.atis.org](http://www.atis.org)**

## LOCATION ROUTING NUMBER

## ASSIGNMENT PRACTICES

These practices are issued in connection with the resolution to INC Issue 102.

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### Location Routing Number Assignment Practices

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A Location Routing Number (LRN) is a 10-digit number, in the format NPA-NXX-XXXX, that uniquely identifies a switch or point of interconnection (POI). The NPA-NXX portion of the LRN is used to route calls to numbers that have been ported.

The following LRN assignment criteria should be considered when a service provider selects and assigns an LRN:

1. A unique LRN is required only for LNP capable switches that serve subscriber lines or otherwise terminate traffic.
2. A unique LRN may be assigned to every LNP equipped switch (and potentially to each CLLI listed in the LERG). A service provider should select and assign one (1) LRN per LATA within their switch coverage area. Any other LRN use would be for internal purposes. Additional LRNs should not be used to identify US wireline rate centers.
3. Remote switches that have a unique, assigned NPA-NXX may also have a unique LRN assigned to the remote switches.
4. The LRN must be selected and assigned from a valid NPA/NXX that has been uniquely assigned to the service provider by the Central Office Code Administrator and published in the LERG. An LRN should be selected and assigned with the following considerations:
  - Do not select and assign the LRN from an NPA/NXX that is planned to be re-homed to another switch.
  - Do not select and assign the LRN from an NPA/NXX that has a majority of the NXX numbers assigned to a single customer.
  - Do not assign the LRN from an NPA/NXX that is assigned to the local choke network.
  - Do not assign the same telephone number as both an LRN for a switch and a working number for a customer.
5. An LRN may have to be changed due to any of the following:
  - switch replacements
  - code moves or LERG reassignments
  - NPA Splits (As a result of an NPA-NXX split, a service provider may have to change their assigned LRN)
6. If a switch serves multiple NPA/NXXs, wherever possible, do not select and assign the LRN from an NPA that has been identified for area code relief.

- 
7. The LRN will be published in the LERG.
  8. The LRN will be published in the Test Line and Test Number Directories as a separate LRN category for informational purposes only. Service providers may choose to identify LRNs as a separate category in their TN inventories.
  9. Shared service provider NPA-NXXs, as currently defined in the LERG, should not be used for LRN assignments.
  10. For Number pooling, the LRN shall only be selected and used by the LERG assignee from their allocated 1000 block(s).
  11. An NXX will not be assigned to a service provider for the sole purpose of establishing an LRN unless that service provider's switch or POI does not yet have an LRN for the LATA where they intend to provide service.

**EXHIBIT B**

Date: July 29, 1999

To: /Charlotte Field, Regional Vice President  
AT&T NCS Access Management

From: Beth Halvorson, Vice President  
U S WEST AT&T Account Management

Re: U S WEST's LRN Policy

While the current INC LRN Assignment Practice allows the use of one LRN per LATA, it does not require it. It is U S WEST's policy that the Co-Provider must be assigned an LRN for each toll rate center. U S WEST acknowledges that because a Co-Provider must be assigned an entire NPA/NXX for that toll rate center to be assigned an LRN, there may be some potential impacts on numbering resources. However, U S WEST believes that the operational and billing problems that would arise with the use of only one LRN per LATA outweigh any concerns in this area. Call routing in the wireline industry has been based on local calling areas and state tariffs for over 50 years. Call routing does not change based on the implementation of LNP. All call routing rules in the nation are based on toll rate center or local calling areas. Consequently, if LRNs are not assigned using local calling areas as defined in State Tariffs, you run the risk of preventing your customer from receiving calls from other U S networks.

Almost all other Co-Providers agree with U S WEST's policy. One of them provided a "learning example" at the Western Region meeting in March of this year that was captured in the minutes as follows:

It is important that each Service Provider understand the complexity of the call routing in each network on a local and Intra-LATA Toll basis. For example, when there are multiple LECs or more than one Tandem Switch in an area, a clear understanding of the Tandem "Homing Arrangement" (LERG 9 - Switch Homing Arrangement) will help you identify which NPA-NXXs work out of which tandem. A Service Provider should assign LRNs to ported numbers based on what tandem is usually used for indirect or Intra-LATA Toll calls to the ported NPA-NXXs. In order to prevent problems you should have one LRN for each Toll Rate Center. For instance, if GTE receives a call for an NPA-NXX (in the LRN or Called Party Number field) that is homed on the Pacific Bell Tandem, GTE rejects the call. Similarly, this presents problems when calls go to the Pacific Bell Tandem using an NPA-NXX homed off a GTE Tandem. Nextlink has assigned one LRN for Fort Worth and one LRN for Dallas because calls to NXXs that are homed to the one Tandem are not passed to the other Tandem because of Inter-LATA call conditions.

Accommodating a "one LRN per LATA" arrangement would require U S WEST to incur significant additional expenditure of resources, including the complex translations work, required to alter our existing network routing arrangements and the substantial changes necessary to reconfigure our network architecture which is based upon our policy of separation of toll and local traffic.

Sincerely,

Beth

**EXHIBIT C**

August 19, 1999



Charlotte I. Field  
Access Management Vice President  
Western States & Major ICOs

10th Floor  
1675 Lawrence Street  
Denver, CO 80202  
303 298-6556  
FAX 303 298-6557

Ms. Beth Halvorson  
Vice President - Carrier Markets  
U S WEST Communications, Inc.  
200 South 5<sup>th</sup> Street, Suite 2300  
Minneapolis, Minnesota 55402

Re: U S WEST's Requirement - One LRN per Rate Center

Dear Beth:

This letter responds to your memo sent via electronic mail on July 29, 1999, where you sought to defend U S WEST's policy requiring all CLECs to establish an LRN per U S WEST toll rate center. As we have discussed before, U S WEST is not in compliance with the INC industry guideline - Location Routing Number Assignment Practices. Your suggestion this guideline is optional is inaccurate and self-serving. Moreover, as U S WEST itself has repeatedly stated, the interconnection agreements require the parties to adhere to industry standards. In fact, many of our interconnection agreements require the parties "use scarce numbering resources efficiently" and comply with code administration requirements prescribed by the FCC, state commissions and accepted industry guidelines. Based on your memo and U S WEST's practice, it appears U S WEST will adhere to industry standards (and the requirements of the interconnection agreements) only when it is convenient for U S WEST.

We have reviewed current switch documentation and it is clear the industry guideline calling for one LRN per LATA per switch is appropriate and technically feasible. All it takes is desire on the part of the carrier owning the switches and proper construction of the routing tables. I understand U S WEST may need to purchase some software and do some programming in its switches, but it is U S WEST's responsibility to do just that to adhere to this very important industry guideline and to properly use the industry's limited numbering resources. It is ironic you refer to the U S WEST network architecture (based upon separation of toll and local traffic) as being a significant (if not the sole) contributing factor to the "significant additional expense" you claim U S WEST will incur to become compliant with industry standards. U S WEST is the only RBOC in the country that established this separation and, as a result, appears to be the only RBOC refusing to adhere to the industry requirements for LRN. In 1997, when U S WEST indicated it would increase the use of local tandems, AT&T objected that this was simply an attempt to slow the entry of local competition. This latest problem, if substantiated, further validates that concern.

Ms. Beth Halvorson  
Page 2  
August 19, 1999

In your memo you state, "operational and billing problems that would arise with the use of only one LRN per LATA outweigh any concerns" about impacts to numbering resources. I am confident U S WEST is the only Company to hold this view in light of the fact this policy will impact all the carriers and state commissions in the U S WEST territory. With each CLEC having to use a 10,000 block of numbers per toll rate center in the U S WEST territory, this policy will unnecessarily tie up hundreds of thousands of numbers. I believe the FCC will also take a different view in light of the fact the Section 271 checklist includes items on "numbering resources" and "number portability", both of which are impacted by this U S WEST policy. You state in your memo that if AT&T does not adhere to U S WEST's policy of one LRN per toll rate center, AT&T runs the risk of preventing its customers from receiving calls. Your point of view has clouded your perception of reality. Because U S WEST refuses to adhere to industry guidelines and make proper upgrades to its network (if any are truly needed), U S WEST will block calls to AT&T customers ported away from U S WEST. In fact, AT&T customers have already had this frustrating and extremely disruptive experience. Please refer to my letter dated July 22, 1999, regarding the Pep Boys outage as an example of a more recent adverse customer impact. I know that the AT&T account team at U S WEST has heard of other customer problems resulting from this unreasonable U S WEST policy.

The "learning example" you provided in your memo is extremely unclear. I frankly don't understand how it supports the U S WEST policy. Please provide us with the full set of minutes and identify the carrier representative (including telephone number, e-mail address and company name) who made this statement.

In light of the foregoing, U S WEST is obligated to adhere to the INC guideline and make the changes in its network necessary to accommodate that guideline. Based on your memo, U S WEST is capable of meeting the guideline with some investment in its network. I need to understand what work U S WEST will do to bring its routing tables for LRN into compliance with industry guidelines and its interconnection agreements with AT&T, and how long this will take. AT&T's market entries are being delayed because of U S WEST's failure to comply. Moreover, the ability of our customers to receive calls is being impacted by U S WEST's dismissal of the INC guideline. While U S WEST is working on the permanent solution, I need U S WEST to provide a work around process that will not require AT&T to tie up 10,000 blocks of numbers, but will allow our customers to receive all of the calls placed to them. Please respond by August 26th with U S WEST's plan for meeting these compliance issues and the work around you are able to deploy quickly.

Sincerely,

*Charlotte*

**EXHIBIT D**

September 30, 1999



Charlotte I. Field  
Access Management Vice President  
Western States & Major ICOs

10th Floor  
1875 Lawrence Street  
Denver, CO 80202  
303 298-6556  
FAX 303 298-6557

Ms. Beth Halvorson  
Vice President - Wholesale Markets  
U S WEST Communications, Inc.  
200 South 5<sup>th</sup> Street, Suite 2300  
Minneapolis, Minnesota 55402

Re: U S WEST Requirement of one LRN per Rate Center

Dear Beth,

This letter is a result of several weeks of AT&T's attempts to arrive at a feasible solution to U S WEST's requirement that all Competitive Local Exchange Carriers (CLECs) create separate Location Routing Numbers (LRNs) for each rate center. AT&T has built its local network and provisioning processes in accordance with national guidelines set forth by the Industry Numbering Committee (INC), a subcommittee of the Alliance for Telecommunications Industry Solutions (ATIS). As detailed below, these guidelines indicate that LRNs are not required on a per rate center basis. Furthermore, the guidelines specifically discourage per rate center LRN assignment since such a practice will promote number exhaust and prevent the effective use of number pooling. AT&T cannot readily comply with USWEST's requirement, and will not be a party to planned number exhaust; the inevitable result of U S WEST's requirement. As you know, in order to adhere to the LRN per-rate-center requirement, each CLEC will have to obtain a Central Office Code (10,000 numbers) in each rate center. For example, based on U S WEST's representation, there are eleven rate centers in the Denver local calling area that would need to be covered. If AT&T adheres to U S WEST's requirement, AT&T will have to obtain a minimum of 110,000 numbers. If there are just five CLEC switches in the Denver local calling area, they will collectively tie up 550,000 numbers. When multiplied across the entire fourteen-state U S WEST service territory, the volume of numbers consumed will be huge.

The dialog between AT&T and U S WEST culminated in a meeting on September 13, 1999 with several Subject Matter Experts (SMEs) from both companies. Those in attendance were:

- AT&T: Betty Jo Page, Tim Boykin, Penn Pfautz, Aleta Trujillo, Ed Gould, and JoAnn Costanzo.
- USWEST: Patty Hahn, Garry Beightol, Tim Bessey, Deb Doty, Jeana Elijah-Asnicar, Brenda Palmquist, Inez Lucero, Vicki Peterson, C. Barbknecht, Traci Zamarripa, Jeff Mitchell, Wayne McCarthy.

U S WEST personnel on this call told us that U S WEST's separation of its local and toll networks is the key factor behind U S WEST's policy requiring an LRN per rate center. As a result of the separation of U S WEST's local and toll networks, U S WEST has elected to perform post LNP query screening on the LRN returned for call routing in place of the "called" (dialed to) number. If the LRN contains an NXX code that would be toll, then even though the call is a properly dialed local call, the screening will, in certain switch types, cause the call to be denied. According to U S WEST personnel, the purpose of the screening is to ensure a toll call is billed for access usage charges. AT&T pointed out industry

requirements state the "called" (dialed to) number rather than the LRN is to be used for decisions about whether a call is local or toll. And, with proper translations, calls to ported numbers could be routed through the appropriate local or toll interconnection without requiring an LRN per rate center.

U S WEST personnel acknowledged that it was technically possible to remove the screening and populate the necessary routing for calls to complete under AT&T's current LRN assignment practices. U S WEST personnel further indicated the use of screening is a business and policy decision on US WEST's part rather than a technical one.

We were told that U S WEST planned meetings the same week to discuss this issue internally and AT&T requested that U S WEST provide a written read out of the meetings, including any interim solutions U S WEST would propose. Also, a follow-up meeting between U S WEST and AT&T was scheduled for Friday, September 17<sup>th</sup>, to discuss an interim solution. U S WEST responded to AT&T via voice mail on Friday morning, September 17, with a message stating that U S WEST would not change its policy and that U S WEST had not identified any interim solution. On September 20, 1999, AT&T received an e-mail from U S WEST's Wholesale Account Team stating that the position still stands. The e-mail also stated that an AT&T representative was involved in industry discussions in the spring of 1999 and had not challenged the "one LRN per rate center issue". This is an odd assertion, because shortly after becoming aware of this issue, the AT&T representative referred it as a problem to the AT&T Vendor Management Team. The claim that AT&T did not object initially has no merit in light of the fact that AT&T has been trying to work toward resolution to this issue since June 1999, and we have experienced several customer affecting incidents as a result of this non-standard policy.

The crux of the problem for customers is that if CLECs do not create a separate LRN per rate center, CLEC customers ported away from U S WEST will not receive certain calls dialed to them. Put another way, calls to such customers are blocked by U S WEST as a result of U S WEST's LRN-per-rate-center requirement that is based on U S WEST's insistence on screening that is totally unwarranted and unnecessary. People calling such CLEC customers get confusing and incorrect recorded messages from U S WEST. When the number is dialed as a local call, the U S WEST recording states that the calling party must dial a one in order to complete the call. When the calling party does this, U S WEST provides a recorded message stating that the calling party need not dial a one and should dial the number as a local call for it to complete. This becomes an endless loop where the calling party cannot get through to the CLEC customer. Needless to say, this is extremely frustrating and disruptive.

The INC LRN Assignment Practice clearly states in item 2, "A unique LRN may be assigned to every LNP equipped switch (and potentially to each Common Language Location Identifier, CLLI listed in the Local Exchange Routing Guide, LERG). A service provider should select and assign one (1) LRN per LATA within their switch coverage area. Any other LRN use would be for internal purposes. Additional LRNs should not be used to identify US wireline rate centers." Adhering to the accepted industry practice will use only a fraction of the numbers that will be needed to meet the U S WEST non-standard requirement. Moreover T1S1.6 requirements for Number Portability also assume an LRN per LATA as sufficient. While U S WEST states that the INC practice is only a guideline, AT&T notes that: 1) U S WEST participated in the industry forums that developed the INC and T1S1.6 documents and did not oppose them; and, 2) U S WEST is not only violating these guidelines in its own LRN assignments, but is insisting other companies violate them as well.

U S WEST is the only ILEC subscribing to this LRN policy, a policy that will greatly accelerate number exhaust. This practice is also anti-competitive, and has no technical reason to exist. As referenced above, U S WEST's SMEs stated this is not a technical problem, but instead, a policy decision by U S WEST. The U S WEST SMEs went on to say the separation of the local and toll network is the primary reason for this policy requirement. Moreover, it appears U S WEST could resolve this problem by simply

Ms. Beth Halvorson  
Page 3  
September 30, 1999

eliminating the post query screening and populating routing for AT&T's LRNs in the local tandem where such routing does not already exist. Therefore, this policy persists solely as a result of U S WEST's unwillingness to conform to industry standards, not through a lack of technical capability. AT&T believes U S WEST will almost certainly be required to abandon its requirement anyway in the likely event number pooling is ordered.

AT&T's good faith efforts to arrive at a solution which would be feasible for both companies has proven futile. AT&T waited for several weeks for U S WEST to make SMEs available to explain the reasons for U S WEST's requirement. AT&T allowed U S WEST's SMEs additional time to arrive at an interim solution in the hope U S WEST would realize it cannot sustain such an indefensible position. However, we have been met with the same answer time and again, "U S WEST will adhere to its original policy". U S WEST's incessant delays have had an adverse affect upon AT&T's ability to enter the local market in the fourteen-state U S WEST territory.

AT&T has no choice but to pursue resolution of this issue through any available process and forum, including in the proceedings by which U S WEST seeks approval from state commissions of the U S WEST merger with Qwest. U S WEST's position on this issue is not only unacceptable to the industry, but also untenable in that it is only practiced in the U S WEST territory and is contrary to national standards. This policy is delaying the entry of CLECs into the local market, and the impact on numbering exhaust will soon be felt across the industry.

Sincerely,

*Charlotte*  
*(Ima)*

**EXHIBIT E**

**SALES TEAM ALERT!**

**AT&T & US WEST IN BATTLE OVER PORTING US WEST NUMBERS FOR AT&T DIGITAL LINK INBOUND LOCAL DID & MLN**

SALES ADVISORY: 03/06/00  
STRATA: ALL  
CATEGORY: LOCAL

**WHAT:**

Until further notice, AT&T Digital Link Inbound Local (DID/MLN) service using ported, existing US WEST numbers can only be sold in selected rate centers and NPA/NXX's in the following States:

<b>Arizona</b>	<b>New Mexico</b>
<b>Colorado</b>	<b>Oregon</b>
<b>Iowa</b>	<b>Utah</b>
<b>Minnesota</b>	<b>Washington</b>
<b>Nebraska</b>	

This only effects the above named US WEST States where we are tarified to sell AT&T Digital Link Inbound DID/MLN Service.

**BACKGROUND:**

A situation arose as US West is requiring AT&T to set up trunking and routing capabilities down to the rate center versus the industry standard of LATA only in the above mentioned states where AT&T is tarified to sell Inbound Local (DID/MLN). US WEST has chosen to ignore the industry guideline published by the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions regarding Location Routing Number (LRN) Assignment Practices.

The guidelines established by the INC calls for carriers to establish one LRN (Location Routing Number) per switch per LATA. The guideline also states that "additional LRNs should not be used to identify US WEST rate centers." Directly contrary to this guideline, US WEST requires Competitive Local Exchange Carriers (CLECs) to establish an LRN per US WEST rate center. This results in a more costly routing architecture and delays in the provisioning of AT&T Digital Link MLN & DID service to AT&T customers. In addition, in certain rate centers AT&T will not be able to provide AT&T Digital Link MLN & DID service until US WEST changes its position. AT&T is actively pursuing resolution of this issue, however, it could take several months for a final outcome.

Specifically, this LRN issue affects our ability to provide AT&T Digital Link Inbound MLN and DID service using ported US WEST numbers only. **IT DOES NOT** affect our ability to provide Inbound Local Service using AT&T assigned numbers or AT&T Digital Link Outbound DOD and 8YY services, where available.

Presently, a small number of actual customer orders have been negatively impacted by US WEST's position. Individual account teams will be contacted by their GSM to discuss alternate plans. As an interim measure, in order to minimize the impact of this issue on future AT&T Digital Link customer orders, sales branches must limit AT&T Digital Link MLN & DID sales activity that would involve porting US WEST numbers to selected rate centers.

- Here is the AT&T Digital Link Pre-Sales Steps to follow for customers who want to port their existing DID extensions numbers in the US WEST States listed above. It is critical that Sales Teams follow this process for customers who want to port their DID extension numbers from US WEST to AT&T to avoid customer dissatisfaction and provisioning problems down stream.

STEPS	ACTION
Step 1	<ul style="list-style-type: none"> <li>Is your customer in one of the impacted States?</li> <li>Does your customer want to port existing US WEST numbers to AT&amp;T?               <ul style="list-style-type: none"> <li>YES- Proceed to Step 2 Below</li> <li>NO- Proceed to Step 6 Below</li> </ul> </li> </ul>
Step 2	<ul style="list-style-type: none"> <li>Use the <u>State Availability Chart</u> to determine what type of service can be offered (i.e. Inbound, Outbound, Originating Toll Free) (<a href="http://local.kweb.att.com/all/availability/adl-available.htm">http://local.kweb.att.com/all/availability/adl-available.htm</a>)</li> </ul>
Step 3	<ul style="list-style-type: none"> <li>Follow the <u>LATA Assessment Process</u> (<a href="http://local.kweb.att.com/adl/provisioning/lata.htm">http://local.kweb.att.com/adl/provisioning/lata.htm</a>) to determine if there is adequate AT&amp;T network infrastructure in place to handle the customers traffic demand.</li> </ul>
Step 4	<ul style="list-style-type: none"> <li><b>If LATA Assessment is NO- Service cannot be offered at this time.</b></li> </ul>
Step 5	<ul style="list-style-type: none"> <li><b>If LATA Assessment is YES- Call the SWAT Team at 1 877 THE SWAT</b> (<a href="http://local.kweb.att.com/all/provisioning/swat.htm">http://local.kweb.att.com/all/provisioning/swat.htm</a>)</li> <li>When you call the SWAT Team after you get a "YES" in LATA Assessment, the SWAT TEAM will be able to check your customers serving 4ESS to confirm if your customer is in an available NPA/NXX that is not involved in the above mentioned dispute. If there is a match, the SWAT Team will tell you that you can proceed to offer your customer AT&amp;T Digital Link service. If there is no match, AT&amp;T Digital Link service cannot be offered until a later date. This step in the process is extremely important as you don't want to set unrealistic expectations with your customers.</li> <li><b>A "YES" in LATA Assessment does not mean "YES" in these States until the SWAT team tells you "YES!"</b></li> </ul>
Step 6	<ul style="list-style-type: none"> <li>Sales Teams who have customers who want new AT&amp;T DID extension numbers <b>do not</b> have to call the SWAT team as outlined above in Step 5. However, you must still check the State Availability Chart and follow the LATA Assessment Process. These steps are outlined in the <u>AT&amp;T Digital Link Pre-Sales Readiness Kit</u> (<a href="http://local.kweb.att.com/adl/basics/saleskit.htm">http://local.kweb.att.com/adl/basics/saleskit.htm</a>)</li> </ul>

The AT&T Local Service/AT&T Digital Link web has been updated to reflect these additions in the following documents:

Sales Advisory:

<http://local.kweb.att.com/all/news/adv.htm>

CONTACT:

Pat Lacey, AT&T Digital Link Offer Management  
(908) 658-6283, [patricklacey@att.com](mailto:patricklacey@att.com)

SOURCE:

Susan Essig, AT&T Cross Segment Marketing Communications  
(908) 658-7520, [sessig@att.com](mailto:sessig@att.com)

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AT&T Proprietary

Use Pursuant to Company Instructions

**EXHIBIT F**

March 27, 2000

**USWEST**  
COMMUNICATIONS ©

Mr. John Blaszczyk  
District Manager, Carrier Relations  
1875 Lawrence St., 10<sup>th</sup> Floor  
Denver, CO 80202

Dear John:

This letter provides written documentation of our March 23, 2000 single LRN per LATA conference call. U S WEST will provide AT&T with the ability to use a single LRN per LATA within the timeframes communicated on January 14. AT&T may begin using a single LRN per LATA based upon written acceptance of the solution(s) proposed on the conference call and documented in this memo.

AT&T has confirmed their plans to use a single LRN per LATA for the porting of new customers. Existing AT&T customers currently utilizing multiple LRNs will migrate over time to a single LRN. Both parties understand that a single LRN is required for each switch in a LATA. U S WEST fully expects the continued compliance with approved Interconnection Agreements, including LIS trunking requirements and the 512 CCS rules.

For those markets where AT&T has existing Points of Interconnection/Interconnection Points (POI/IP), U S WEST will provide an interim solution of routing AT&T's LRN traffic to our Access Tandems. The permanent solution will follow the normal Interconnection and LIS trunking policies, as stated in our Interconnect Agreements. While the LIS trunks are being installed per AT&T's request, U S WEST will perform 6-digit translations in all of our end offices in the local calling area for the LRN NPA-NXX. This will allow all traffic associated with this NPA-NXX to be routed over the LIS trunks to the AT&T POI/IP.

For those locations where AT&T will be entering new markets, U S WEST will require AT&T to follow the normal Interconnection and LIS trunking policies as stated in our Interconnect Agreements. While the LIS trunks are being installed per AT&T's request, U S WEST will perform 5-digit translations in all of our end offices in the local calling area for the LRN NPA-NXX. Again, this will allow all traffic associated with this NPA-NXX to be routed over the LIS trunks to the AT&T POI/IP.

The permanent solutions described above may need to be re-examined in the future as circumstances change. In the meantime, AT&T will need to follow the normal forecasting process to ensure that proper interconnection trunking is in place for the mutual exchange of local traffic. Where there is no local tandem listed in the LERG, trunk groups will be required between each end office in the local calling area and the Point of Interconnection/ Interconnection Point (POI/IP) AT&T has established.

U S WEST will not perform the post-query screening function in our end offices, which will allow local calls to complete even though the LRN NPA-NXX is not local. However, LIS trunking is also required to ensure that facilities are available for the proper routing of local and long distance calls.

To expedite the transition to a single LRN per LATA where AT&T has an existing POI/IP, U S WEST is offering interim solutions, as described below. These interim solutions will become effective after AT&T has clearly identified the single LRN they intend to use per LATA per switch, and orders have been placed for LIS trunks in the particular markets AT&T intends to serve. The interim arrangements will remain in effect until the LIS trunks are installed. While the interim arrangements are in effect, traffic will be routed through the access tandem and all traffic will be billed as local.

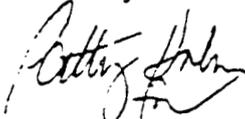
(1) In the non-PLU states of Iowa, Minnesota, North Dakota, Nebraska, Oregon, South Dakota, Washington and Wyoming, local traffic will route from U S WEST end offices to our access tandem and over current two-way LIS trunk groups to the AT&T switch.

(2) In the PLU states of Arizona, Idaho, Montana, New Mexico, and Utah local traffic will route over U S WEST intraLATA toll trunk groups to our access tandem, then over AT&T's LIS trunks and will terminate on the AT&T switch.

(3) Contractual requirements in Colorado call for the establishment of a POI in each local calling area AT&T intends to serve. ~~Two-way trunk groups need to be established between each U S WEST end office in the local calling area and AT&T's POI/IP for the mutual exchange of local traffic.~~ When a call is originated in a U S WEST end office and is destined to a number that has been ported to AT&T using the single LRN that AT&T has identified, U S WEST will allow the routing of local traffic over intraLATA toll trunk groups to our access tandem as an interim measure until the two-way LIS trunks are installed.

We ask that you confirm your acceptance of the proposed solution(s) in writing and identify a contact person in your company who will be available to answer any questions that our deployment team may have. We look forward to working closely with you on this project as we protect the integrity of the public switched network and ensure the proper completion of calls as well as the conservation of numbering resources.

Sincerely,



Scott Schipper  
AT&T Account Management

**EXHIBIT G**

**Menêzes, Mitchell H - LGA**

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**From:** johnb@att.com  
**Sent:** Thursday, May 25, 2000 11:22 PM  
**To:** tbessey@uswest.com  
**Cc:** tboykin@att.com; atrujillo@att.com; bjpape@att.com; Inarro@ems.att.com  
**Subject:** LRN Per LATA Discussion Notes



Tim LRN  
Discussion.doc

<<Tim LRN Discussion.doc>>

May 25, 2000

Tim Bessey  
Manager  
USW - AT&T Account Management

This letter will confirm our discussion between AT&T and U S WEST on Monday, May 15, regarding U S WEST's routing of calls to AT&T customers using the LRNs per LATA identified by AT&T. Present at the meeting were Tim Bessey, Patty Hahn, and Garry Beightol from U S WEST and Aleta Trujillo, Tim Boykin, Lydia Narro, Teena Harvey, Betty Jo Page and myself from AT&T.

#### Ported Numbers

For all states, U S WEST stated that its network is able to properly route calls to AT&T customers who have ported numbers. This routing will be accomplished via the U S WEST access tandems and via the intraLATA non-IXC trunk groups that are in place today. U S WEST acknowledges that by routing local calls over the intraLATA non-IXC trunk groups, AT&T will bill U S WEST the terminating compensation rate applicable to traffic on this type of trunk group. This is typically a higher rate than reciprocal compensation and U S WEST has agreed to pay this rate. According to U S WEST, this routing is necessary in order to complete calls to AT&T customers using the LATA-based LRN designated by AT&T (and called for by industry standards).

We understand that U S WEST is still evaluating a long-term solution for proper routing of calls to AT&T customers who have ported numbers. When U S WEST comes up with something we will be happy to discuss it, however, AT&T's expectation is that U S WEST will take whatever steps are needed within the U S WEST network, at U S WEST's expense, without further burdening AT&T and its customers with new requirements (such as additional trunking).

#### AT&T-Assigned Numbers

For the non-PLU states (other than Colorado), U S WEST will route calls to AT&T-assigned numbers over the U S WEST access and/or local tandems and via the local trunk groups between the U S WEST access/local tandems and the AT&T switches.

For Colorado, U S WEST will route calls to AT&T assigned numbers only in places where AT&T has established a local interconnection trunk group to each U S WEST end office. This will require further discussion, as AT&T objects to this trunking. Please see my e-mail message to Beth Halvorson dated May 17, 2000 regarding Colorado trunking.

For PLU states, U S WEST will route calls to AT&T assigned numbers only in places where U S WEST has established one-way local trunk groups from the U S WEST end offices to AT&T's switch. This too will require further discussion, as AT&T objects to end office trunking even where U S WEST orders the trunk groups. This is inconsistent with the terms of our interconnection agreements and it does not make sense. If U S WEST established one way local trunk groups from its access tandems to the AT&T switches (as AT&T has repeatedly requested), then U S WEST would be able to route calls to AT&T-assigned numbers in exactly the same way as U S WEST will do for non-PLU states. Since U S WEST is doing this in the non-PLU states it can't be an issue of its ability to route traffic this way. So what is the real reason for this demand?

### DMS-10 Switches

U S WEST reported that its DMS-10 switches will not route local calls to ported numbers until translation corrections have been completed. U S WEST stated that U S WEST expected AT&T to check the LERG to identify every U S WEST DMS-10 in a calling area where AT&T sought to provision a local customer. AT&T strongly objected to this demand. Since U S WEST needs to change translations in its DMS-10 switches, we encouraged U S WEST to make the necessary changes to all of its DMS-10 switches as a project so that there would be no problems when we seek to port a customer served by a DMS-10. This is the best solution, because when we submit an LSR to U S WEST we know that U S WEST simply sends us a fake FOC that confirms the date we requested, but U S WEST does nothing to check the kind or availability of U S WEST facilities for the order. If U S WEST does not fix all of its DMS-10 switches as a project, we would expect that incoming local calls to AT&T customers will fail every time we port a customer served by a U S WEST DMS-10 switch that has not had the required translations work. That is unacceptable. We stated that if U S WEST is unwilling to handle this as a project, USW must ensure that its FOC indicates that U S WEST has checked and determined whether DMS-10 switches exist in the calling area and that the translations work will be completed before the customer is ported to AT&T.

I have to point out that U S WEST announced to the industry in mid-January of this year that it would comply with the industry LRN assignment practice and identified a particular issue with the DMS-10s shortly thereafter. It has now been four months since U S WEST made its public announcement and you have told us that no work has been done to make the U S WEST DMS-10 switches compliant. This inaction does not support the impression U S WEST created with the industry in January that it would properly route calls. Please proceed to promptly resolve the problems with the DMS-10 switches. During testing on May 22, we learned that U S WEST has a similar problem with its DMS-200 switches. The needs to be addressed immediately as well.

### Testing

U S WEST has agreed to test with AT&T the routing described above, initially in Arizona and Washington. After that testing is completed successfully, testing will proceed in all other states. We agreed to complete the testing in Arizona and Washington

no later than June 15, 2000 (hopefully sooner than that). We also agreed to the following initial schedule:

May 22, 2000 – Aleta Trujillo to provide information to U S WEST regarding the Yuma situation that has affected Pep Boys.

May 26, 2000 – Status meeting. AT&T to provide U S WEST with a draft test plan. U S WEST to provide a status on DMS-10 work to make the switches able to properly route calls. AT&T and U S WEST to identify team members no later than this date.

June 1, 2000 – Status meeting.

June 15, 2000 – Testing for Arizona and Washington to be completed no later than this date.

#### Miscellaneous

Finally, there was some conflicting information discussed at the meeting relating to the ability to the routing of local calls. You indicated that U S WEST had not made any changes in USW's network to accommodate the local routing and Garry mentioned otherwise. This confused several folks and resulted in, I believe some misunderstandings. If nothing had to be changed, then why have we had a problem with U S WEST for ten months? This part of the conversation was very disturbing. You and I spoke afterwards and you explained that USW would have passed the calls all along – it was more a policy issue than a technical issue. Would you please just confirm this so I make sure I completely understand this now.

Please let me know if you have additional notes or notes contrary to mine.

Thanks,

John Blaszczyk

## Menezes, Mitchell H - LGA

**From:** johnb@att.com  
**Sent:** Thursday, June 08, 2000 9:57 PM  
**To:** sschipp@uswest.com; tbessey@uswest.com  
**Cc:** atrujillo@att.com; tboykin@att.com  
**Subject:** Local Call Routing - ADL Scenarios/Questions

**Importance:** High



WA Drawing



UT Drawing



Call Scenarios.doc

Please review this letter, including the questions outlined

below

and the call scenarios and diagrams on the attached pages. We need U S WEST to do some research necessary to accurately respond to these questions as AT&T will rely on these responses for network planning and implementation. As you can see, these scenarios lay out different facilities in two different states, by which we hope to simulate all of the possible different traffic routing scenarios that exist in the U S WEST network. The goal is to understand the following: (i) for each possible configuration, how calls to and from AT&T customers will route and complete through the U S WEST network; and (ii) whether there are any routing scenarios that we may have inadvertently omitted from this letter. Please also verify that the switch types indicated in the attached diagram are correct.

This exercise is necessary because of U S WEST's LRN per rate center policy and the subsequent work that is needed to get back to the industry standard requirements. As we have learned about U S WEST's proposed solutions for routing based on an LRN established for the LATA, we have not received clear or accurate answers on how calls will be routed and whether they will complete properly, if at all. Unfortunately, after many months, U S WEST has still not taken all of the steps necessary to insure that local calls will route properly through its network. The latest example is that we had a meeting on May 15th where U S WEST explained how calls would be routed in PLU versus non-PLU states and for ported numbers versus AT&T-assigned numbers. One week later, when a new trunk group was put into service in Olympia, Washington, we conducted routine NPA-NXX testing. We found that the AT&T-assigned number that we dialed as a local call for the test did not route over the local trunk group between the U S WEST switch (a DMS 200 per U S WEST) and the AT&T switch, as U S WEST told us it would in our May 15th meeting. Instead, the call routed over the intraLATA toll trunk group. In order to provision customers properly for local service, we cannot have this kind of surprise. We need to know what to expect for every situation so that proper planning (including trunk sizing) and implementation can take place between U S WEST and AT&T in a manner that does not cause delays.

For each of the call scenarios listed in the attachment to this letter, please answer the following questions (with respect to each call scenario, we expect that the interconnection trunking currently in place is adequate and that U S WEST will route based on the LRNs per LATA identified by AT&T in its March 6, 2000 correspondence to U S WEST):

1. Over what switches and trunk groups will the call be routed?
2. Will the call complete? Whether the answer is yes or no, please explain in detail. If the answer is no, please clearly identify the problem in the U S WEST network and explain the "fix" U S WEST intends to implement and the schedule for the fix.
3. Do the answers provided in 1 and 2 apply across the U S WEST network for the same switch types? If not, please explain the variances.

We have learned that there are certain limitations in the DMS switch types,

but that local calls can route through these switches even if they have to be carried over intraLATA toll trunk groups. Please verify and explain any variances among the DMS switches. Also, if there are variances in the performance of other U S WEST switches (ESS type or other) that impact the routing of local calls and are not addressed by the scenarios in the attached diagrams, please explain.

AT&T has been struggling to understand how local calls will route to and from its customers for many months given all of the restrictions U S WEST has in place. The lack of clear and correct answers from U S WEST has repeatedly delayed AT&T's efforts. I request that you seriously consider the questions raised in this letter and that U S WEST respond promptly and accurately. If you require any clarification, please let me know. I would like U S WEST's response by June 16, 2000.

Sincerely,  
John Blaszczyk

Enclosures: Scenarios for Call Flow  
Washington Diagram  
Utah Diagram

> <<WA Drawing>> <<UT Drawing>> <<Call Scenarios.doc>>  
>  
>  
>

# Scenario Questions for Call Flow -ADL LRN

## General Question:

From discussion with USWest, we believe that local tandems serve all the same sub-tending EOs as the access tandem STTLWA0302T and the soon to replace the 02T access tandem, STTLWA0303T. A quick check of the LERG indicates that this may not be true. Please verify that this is true and if not which EOs subtend off the access tandem(s).

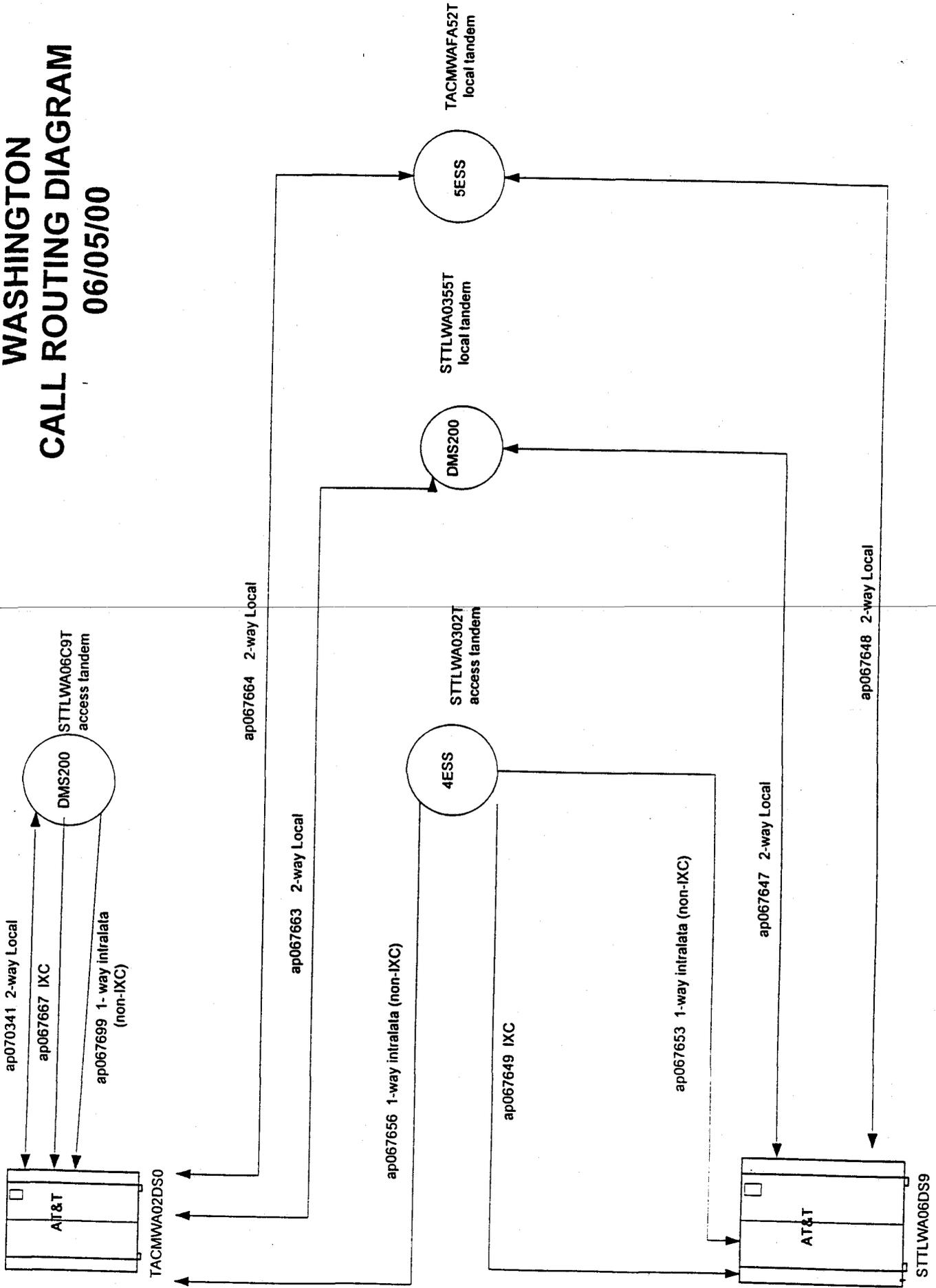
## WASHINGTON DIAGRAM:

1. USW customer calling from 360-352-xxxx, calls AT&T assigned number 360-359-xxxx.
2. AT&T customer calling from 360-359-xxxx, calls USW customer at 360-534-xxxx.
3. USW customer calling from 360-867-xxxx, calls ported number 360-236-xxxx for AT&T customer.
4. AT&T customer calling from ported number 360-236-xxxx, calls USW customer at 360-866-xxxx.
5. USW customer calling from 360-829-xxxx to AT&T customer with ported number 253-891-xxxx
6. AT&T customer calling from (ported number 253-891-xxxx), calling USW customer at 360-829-xxxx.
7. USW customer calling from 253-207-xxxx, calling AT&T assigned number 253-985-xxxx.
8. AT&T customer calling from 253-985-xxxx, calls USW customer at 253-924-xxxx.
9. USW customer calling from 206-320-xxxx, calls AT&T assigned number 253-508-xxxx
10. AT&T customer calling from 253-508-xxxx, calls USW customer at 206-320-xxxx.

## UTAH DIAGRAM

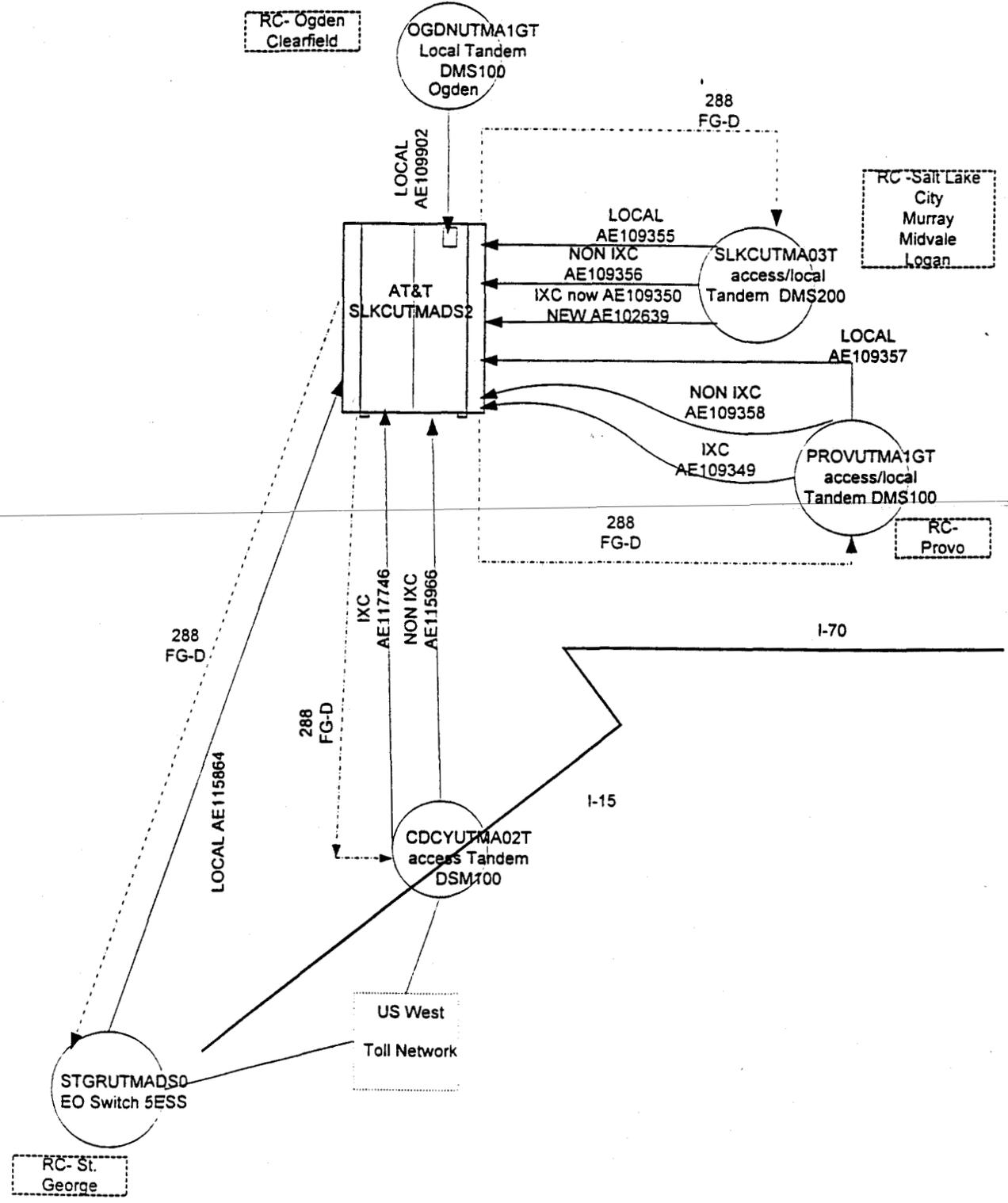
- A. USW customer calling from 435-628-xxxx, calls AT&T assigned number 435-256-xxxx.
- B. AT&T customer calling from 435-256-xxxx, calls USW customer at 435-772 -xxxx.
- C. USW customer calling from 435-628-xxxx, calls AT&T ported number 435-634-xxxx.
- D. AT&T customer calling from ported number 435-634-xxxx to USW customer 435-772-xxxx.
- E. USW customer calling from 801-764-xxxx to AT&T assigned number 801-851-xxxx.
- F. AT&T customer calling from 801-851-xxxx to USW customer at 801-489-xxxx.
- G. USW customer calling from 801-764-xxxx to AT&T ported number 801-370-xxxx.
- H. USW customer calling from 801-476-xxxx to AT&T assigned number 801-689-xxxx.
- I. USW customer calling from 801-204-xxxx to AT&T assigned number 801-590-xxxx.
- J. USW customer calling from 435-867-xxxx to AT&T assigned NPA-NXX in CDCYUT Rate Center.

# WASHINGTON CALL ROUTING DIAGRAM 06/05/00



Note: the IXC trunk group from SLKCUTMADS2 to SLKCUTMA03T has related orders out to disc AE109350 (T1 interface) and install AE102639 (T3 Interface) - ultimately T1 to T3 roll. I have provided both 2-6 codes to ensure there is not any confusion.

### UTAH - CALL ROUTING DIAGRAM 06/05/00



**EXHIBIT H**



**Qwest**  
200 South Fifth Street, Ste. 2400  
Minneapolis, MN 55402  
612 663-3026

**Scott Schipper**  
General Manager - AT&T

July 21, 2000

John Blaszcyk  
District Manager  
AT&T Carrier Relations  
1875 Lawrence St., 8<sup>th</sup> Flr.  
Denver, CO. 80202

Dear John:

This letter is in response to your email dated June 8, 2000 requesting routing information for AT&T Digital Link customers in Washington and Utah. The routing scenarios based on Qwest's interim single Location Routing Number (LRN) per LATA solution are attached.

The account team has been continually involved in discussions and planning with AT&T. Qwest has been actively involved in working through the LRN per LATA solution with AT&T. In addition, our teams have conducted successful tests of the interim LRN solution in Washington and Arizona where AT&T customers received local calls from Qwest via the intraLATA non-IXC trunk groups.

I would like to reiterate that with "Ported Numbers", Qwest's local calls will be routed via the Qwest toll network (access tandem) and the intraLATA non-IXC trunk groups established between the Qwest access tandems and AT&T's local switch(s). Local calls will be routed in this fashion when the LRN is considered to be a toll call by Qwest.

In non-Percent Local Usage (PLU) states Qwest will route calls to the AT&T assigned number where AT&T has established local interconnection trunk groups to Qwest's local tandems or end offices. Qwest will not route local calls either to-or-from AT&T customers via the Qwest toll network and access tandems when AT&T establishes and assigns the customer NPA/NXX.

In PLU states, Qwest will continue to implement one-way local trunk groups from our end offices or local tandems to route local calls to AT&T assigned numbers.

DMS-10 switches have been updated to route local calls via the toll network and access tandems. DMS-10s have been routing calls appropriately and AT&T should not have experienced any call routing problems.

With regard to the DMS-200 switch(s), local calls to ported numbers, where the LRN is considered to be a toll call by Qwest, will be routed via the Qwest toll network and the intraLATA non-IXC trunk groups.

If you have any questions regarding this information, please call me at 612-663-3026.

Sincerely,

Scott Schipper

Cc Beth Halvorson  
Tim Bessey