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DISPOSITION OF ORIGINAL EXHIBITS

HAND DELIVERED

May 27, 2005

Ms. Jane L. Rodda
Administrative Law Judge
ACC - HEARING DIVISION
1200 West Washington, 1st Floor
Phoenix, AZ 85007

Arizona Corporation Commission
DOCKETED

MAY 27 2005

DOCKETED BY *KV*

AZ CORP COMMISSION
DOCUMENT CONTROL

2005 MAY 27 P 1:25

RECEIVED

Case: Eschelon Complaint by ACC
Number: T-03406A-03-0888
Date: May 11, 2005

Dear ALJ Rodda:

For your safekeeping we are enclosing Exhibit No. S-3 of proceedings of the above-referenced matter, which has been deemed confidential.

With copy of this letter the remaining original exhibits have been distributed, as follows:

Docket Control A-1
 S-1 and S-2

Please let us know if you have any questions or if we may be of any further assistance.

Very truly yours,

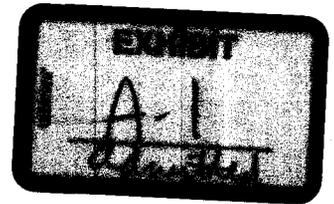
Marta T. Hetzer
Administrator/Owner

Enclosure

Copy to: Eschelon Telecom
Staff
Docket Control

**COPY FOR YOUR
INFORMATION**

BEFORE THE ARIZONA CORPORATION COMMISSION



JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL, Commissioner
MARC SPITZER, Commissioner
MIKE GLEASON, Commissioner
KRISTIN K. MAYES, Commissioner

Utilities Division Staff)	DOCKET NO. T-03406A-03-0888
)	
v.)	
)	
Eschelon Telecom of Arizona, Inc.)	
)	

TESTIMONY OF DENNIS D. AHLERS
ESCHELON TELECOM OF ARIZONA, INC.

April 21, 2005

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Q. Please state your name and business address.

A: My name is Dennis D. Ahlers. My business address is Eschelon Telecom, Inc.,
730 Second Avenue South, Suite 900, Minneapolis, MN. 55402

Q. What is your position with Eschelon Telecom?

A: My title is Senior Attorney-Director.

Q. What are your duties and responsibilities at Eschelon Telecom?

A: I provide legal advice to Eschelon management on a range of issues and represent
Eschelon in regulatory and other legal proceedings.

Q. Please summarize your professional experience.

A: After graduating from Kansas University Law School in 1977, I spent three years at the
Wichita Legal Aid Society. In 1980, I accepted a position as Assistant General Counsel
to the Kansas Corporation Commission. In 1983, I accepted a position at the Minnesota
Attorney General's Office. At various times during my sixteen years at that office I
represented the Minnesota Public Utilities Commission, the Residential Utilities Division
and the Minnesota Department of Public Service. In 1999, I accepted my current
position at Eschelon Telecom, Inc.

**Q. Are you familiar with the Settlement Agreement between Eschelon Telecom of
Arizona, Inc. ("Eschelon") and the Arizona Corporation Commission Staff in this
Docket?**

A: Yes.

1 Q. As stated in Section 1 of the Settlement Agreement, does Eschelon agree that "for the
2 purposes of this Settlement Agreement only" the agreements listed constitute
3 Interconnection Agreements under current Federal Communications Commission and
4 Arizona Corporation Commission rules and orders?

5 A: Yes. While Eschelon has contested the characterization of some of these documents as
6 Interconnection Agreements in this proceeding and in other states, for purposes of this
7 settlement Eschelon has stipulated that these documents constitute Interconnection
8 Agreements under current Federal Communications Commission and Arizona
9 Corporation Commission rules and orders.

10 Q. Under Section 2 of the Settlement Agreement, does Eschelon agree that all future
11 Interconnection Agreements shall be filed with the Arizona Corporation Commission
12 by Eschelon?

13 A: Yes. While the parties agree that there is no definitive federal rule on the subject of
14 CLEC filing requirements for Interconnection Agreements, we disagree on what
15 inferences can be drawn from existing federal statutes and rules. However, as a part of
16 this Settlement Agreement Eschelon accepts that the Arizona Corporation Commission
17 requires it to file and to seek Commission approval for all Interconnection Agreements
18 and Eschelon agrees to file all such agreements with the Commission.

19 Q. Is this requirement also embodied in Section 3 of the Settlement Agreement?

20 A: Yes. In Section 3 of the Settlement Agreement, Eschelon agrees to file all Interconnection
21 Agreements with the Commission within thirty days of execution.

1 Q. In Section 6 of the Settlement Agreement, Eschelon agrees to pay an administrative
2 penalty of \$80,000, comprised of two (2) \$40,000 payments. Please explain the basis
3 for the amount of the payment.

4 A: This payment is comparable to that imposed upon Qwest for similar actions based upon
5 the comparable revenues of the two companies, the number of agreements involved and
6 the number of alleged violations. In fact, Eschelon believes that the penalty is
7 proportionally larger than that imposed upon Qwest. It is also much higher than the
8 \$25,000 payment made in settlement of a similar proceeding at the Washington
9 Commission. In light of the potential time, effort and cost of a contested proceeding the
10 parties agreed that this amount is appropriate.

11 Q. In Section 8 of the Settlement Agreement, is Eschelon also agreeing to file future
12 "commercial agreements" with Staff?

13 A: Yes. Eschelon has agreed to file all future "wholesale or commercial agreements,
14 whether written or oral" with Staff for its review. This includes any agreement between
15 Eschelon and an ILEC that relate to resale, interconnection or the purchase of unbundled
16 network elements in Arizona. Eschelon agrees to do so within 30 days of execution of
17 any such agreement. It should be noted that consistent with the Agreement, Eschelon
18 recently submitted to Staff a settlement agreement that it had reached with Qwest in a
19 lawsuit in Federal Court in the state of Washington. While Eschelon does not believe
20 that that settlement agreement constitutes an Interconnection Agreement, Eschelon filed
21 it with the Commission so that Staff could review it and make its own determination.

1 Q. What action are you requesting from the Commission regarding the Settlement
2 Agreement?

3 A. Eschelon requests that the Settlement Agreement be approved by the Commission and
4 that the Docket be closed.

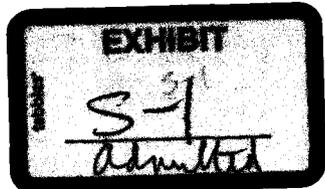
5 Q. Does this conclude your testimony in this matter?

6 A: Yes, it does.

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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER - Chairman
WILLIAM A. MUNDELL
MARC SPITZER
MIKE GLEASON
KRISTIN K. MAYES

UTILITIES DIVISION STAFF,

Complainant,

v.

ESCHELON TELECOM OF ARIZONA, INC.

Respondent.

Docket No. T-03406A-03-0888

SETTLEMENT AGREEMENT

PARTIES

The Parties to this Settlement Agreement are the Arizona Corporation Commission Staff ("Staff") and Eschelon Telecom of Arizona, Inc. (Eschelon).

INTRODUCTION

The Parties stipulate to this Settlement Agreement to resolve all matters in dispute between them regarding the Arizona Corporation Commission ("Commission") Complaint in this docket, including all claims, whether known or unknown, related to the subject of or arising from the Complaint with respect to interconnection agreements between Eschelon and Qwest entered into between February 28, 2000 and July 31, 2001. The Parties request a Commission order approving this Settlement Agreement as soon as possible.

1 **DEFINITIONS**

2 The term "Interconnection Agreement" as used in this Settlement Agreement shall include
3 any agreement required to be filed and/or approved by the Commission pursuant to 47 U.S.C. §
4 252(e) of the Telecommunications Act of 1996 ("the 1996 act") and A.A.C. Rule R14-2-1506.

5 "Eschelon" includes Eschelon, its officers, directors, employees and agents and its parent
6 company.

7 **PROCEDURAL HISTORY**

8 On December 9, 2003, Staff filed a Complaint against Eschelon. Staff alleged that Eschelon
9 failed, in violation of state and federal law, to file and seek Commission approval for the following
10 Agreements:

- 11 a. Confidential/Trade Secret Stipulation dated 2/28/00
- 12 b. Trial Agreement dated 7/21/00
- 13 c. Confidential Purchase Agreement dated 11/15/00
- 14 d. Confidential Amendment to Confidential/ Trade Secret Stipulation (Amending
15 2/28/00 agreement) dated 11/15/00
- 16 e. Escalation Procedures Letter from Qwest dated 11/15/00
- 17 f. Daily Usage Information Letter from Qwest dated 11/15/00
- 18 g. Features Letter from Qwest dated 11/15/00
- 19 h. Confidential Billing Settlement Agreement dated 11/15/00
- 20 i. Status of Switched Access Minute Reporting Letter from Qwest dated 7/3/01
- 21 j. Implementation Plan dated 7/31/01

22 between Eschelon and Qwest Corporation ("Qwest"), an incumbent local exchange carrier ("ILEC"),
23 as required by 47 U.S.C. § 252(a)(1) and (e), and A.A.C. Rule R14-2-1506. On May 20, 2004,
24 Eschelon filed a Motion to Dismiss and Answer to the Complaint. Eschelon argued that Staff had no
25 cause of action against it. On August 20, 2004, Eschelon filed a Brief in support of the above
26 argument.

1 2. The Specific Terms of the Settlement Agreement represent an integrated resolution of
2 issues. Accordingly, the Parties recommend that the Commission adopt the Specific Terms of this
3 Settlement Agreement in their entirety. Each party reserves the right to withdraw from the
4 Settlement Agreement if the Commission does not approve the Specific Terms of the Settlement
5 Agreement in their entirety or conditions approval of the Specific Terms of the Settlement Agreement
6 on material revisions to their terms and conditions.

7 3. The Parties agree to provide at least one witness at the time the Settlement Agreement
8 is presented to the Commission to provide testimony in support of the Settlement Agreement and
9 answer any questions the Commission may have. The Parties agree to cooperate, in good faith, in the
10 development of such other information as may be necessary to support and explain the basis of this
11 Settlement Agreement, and to supplement the record accordingly.

12 4. The Parties enter into this Settlement Agreement to avoid further expense, uncertainty,
13 and delay in resolving the issues between them in this docket. By executing this Settlement
14 Agreement, the Parties shall not be deemed to have accepted or consented to the facts, principles,
15 methods, or theories employed in arriving at the Settlement Agreement. The Parties shall not use,
16 advocate or otherwise employ—itsself or in conjunction with any other individual or entity—this
17 Settlement Agreement for disputing, arguing, or resolving any issues in any other proceeding.

18 5. All negotiations relating to or leading to this Agreement are privileged and
19 confidential, and no party is bound by any position asserted in negotiations, except to the extent
20 expressly stated in this Agreement. As such, evidence of conduct or statements made in the course of
21 negotiation of this Agreement are not admissible as evidence in any proceeding before the
22 Commission, any other regulatory agency or any court.

23 6. This Agreement represents the complete agreement of the Parties. There are no
24 understandings or commitments other than those specifically set forth herein. The Parties
25 acknowledge that this Agreement resolves all issues that were raised in the Complaint and is a
26 complete and total settlement between the Parties.

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REQUEST FOR APPROVAL

This Settlement Agreement is presented to the Commission for the Commission's approval. If this Settlement Agreement is approved, it would constitute a full settlement of all issues raised against Eschelon in the Complaint by the Staff with respect to the aforementioned interconnection agreements between Qwest and Eschelon that were entered into between February 28, 2000 and July 31, 2001 and not filed with the Commission.

Dated this 22 day of April, 2005.

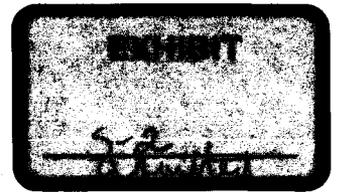
ARIZONA CORPORATION COMMISSION

BY: E. G. [Signature]

ESCHELON TELECOM OF ARIZONA, INC.

BY: [Signature] 4/15/05
Richard A. Smith

BEFORE THE ARIZONA CORPORATION COMMISSION



JEFF HATCH-MILLER
Chairman
WILLIAM A. MUNDELL
Commissioner
MARC SPITZER
Commissioner
MIKE GLEASON
Commissioner
KRISTIN K. MAYES
Commissioner

IN THE MATTER OF THE FORMAL)
COMPLAINT AGAINST ESCHELON)
TELECOM OF ARIZONA, INC.)
_____)

DOCKET NO. T-03406A-03-0888

REDACTED

DIRECT

TESTIMONY

OF

ELIJAH ABINAH

ASSISTANT DIRECTOR UTILITIES DIVISION

ARIZONA CORPORATION COMMISSION

APRIL 25, 2005

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EXECUTIVE SUMMARY

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On April 25, 2005 the Staff of the Arizona Corporation Commission (“Staff”) and Eschelon Telecom, Inc. (“Eschelon”) filed a proposed Settlement Agreement (“the Settlement”) in the following docket: T-03267A-03-0888. Mr. Abinah’s testimony will provide an overview of the Settlement agreement concerning the process, cash payment, obligation to file, ongoing compliance.

INTRODUCTION

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Q. Please state your name and business address for the record.

A. My name is Elijah O. Abinah. My business address is: Arizona Corporation Commission, 1200 W. Washington St., Phoenix, AZ 85007.

Q. How long have you been employed with the Utilities Division?

A. I have been employed with the Utilities Division since January 2003.

Q. What is your position at the commission?

A. I am employed by the Utilities Division ("Staff") of the Arizona Corporation Commission ("ACC" or "Commission") as the Assistant Director.

Q. Please describe your education and professional background.

A. I received a Bachelor of Science degree in Accounting from the University of Central Oklahoma in Edmond, Oklahoma. I also received a Master of Management degree from Southern Nazarene University in Bethany, Oklahoma. Prior to my employment with the ACC, I was employed by the Oklahoma Corporation Commission for approximately eight and a half years in various capacities in the Telecommunications Division.

Q. What are your current Responsibilities?

A. As the Assistant Director, I review submissions that are filed with the Commission and make policy recommendations to the Director regarding those filings.

Q Did you participate in the discussion which gave rise to the Settlement Agreement between Staff and Eschelon Telecom Inc. ("Eschelon")?

A Yes, I did. I was part of the Staff negotiating team.

1 **Q. What is the purpose of your testimony?**

2 A. The purpose of my testimony is to describe the Settlement process and to explain Staff's
3 view regarding the settlement Agreement between Staff of the Arizona Corporation
4 Commission ("Staff") and Eschelon regarding docket No. T-03267A-03-0888 filed by the
5 Utilities Division Staff in the matter of the Formal Complaint against Eschelon Telecom,
6 Inc.

7 **Q. What specific issues will your testimony address?**

8 A. Specifically, my testimony will address the following areas:

- 9 • Process
- 10 • Cash Payment
- 11 • Obligation to file all interconnection agreements with the Commission
- 12 • Ongoing Compliance
- 13 • Resolution of similar issues in other Qwest Jurisdictions
- 14 • Public Interest

15 **SETTLEMENT PROCESS**

16 **Q. Please discuss the settlement process.**

17
18 A. Staff was contacted by Mr. Mike Hallam who inquired whether Staff might be interested
19 in some type of resolution of the outstanding docket.

20
21 **Q. What was the nature of your conversation?**

22
23 A. Basically, we discussed the desire to address the issue raised by Staff in the complaint and
24 concluded that an agreed upon solution would be beneficial.

25

26

1 **Q. Were other Staff members' participant in this discussion?**

2 A Yes, the staff negotiating team consisted of Mathew Rowell (Chief of Telecom and
3 Energy), Adam Lebrecht, (Executive Consultant 1), David Ronald (Staff Legal Counsel)
4 and myself.

5
6 **Q Did anyone seek to intervene in this matter?**

7 A. No, not to the best of my knowledge..
8

9 **OVERVIEW OF THE SETTLEMENT**

10 **Q. Please provide an overview of the Settlement Agreement.**

11 A. Through the Settlement Agreement, Eschelon has agreed to a variety of concessions
12 including agreement that it has an obligation to file all Interconnection Agreements with
13 the Commission; agreement to file any/all, present interconnection Agreements not
14 already on file with the Commission, cash payment; notification of all future oral
15 Interconnection or Commercial Agreements; and agreement to notify the Commission of
16 all wholesale telecommunications agreements; and notification of any future commercial
17 agreements. The Settlement agreement provides for a total cash payment of \$80,000.00.
18

19 **Q. Please define the term "Interconnection Agreement" as used in this testimony.**

20 A. The term "Interconnection Agreement" as used in this testimony refers to any agreement
21 required to be filed and/or approved by the Commission pursuant to 47 U.S.C. § 252(e) of
22 the Telecommunications Act of 1996 ("the 1996 act") and Arizona Administrative Code
23 ("A.A.C.") R14-2-1506.
24
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1 **Q. What types of services are covered by Section 251 (b) and (c) of the 1996 act?**

2 A. Generally, wholesale services specific to the provision of local service are covered by
3 Section 251 (b) and (c) of the Act. Unbundled Network Elements (“UNEs”), resale
4 services, and charges for collocation are all covered by Section 251 (b) and (c). Intrastate
5 access, interstate access, switched access, special access, and private line service are not
6 covered by section 251 (b) and (c) of the 1996 Act.

7
8 **Q. How many Interconnection Agreements did Eschelon fail to file with the**
9 **Commission?**

10 A. Staff’s complaint alleged that Eschelon failed, in violation of state and federal law, to file
11 and/or seek the Commission’s approval of the following ten (10) Interconnection
12 Agreements:

- 13 a. Confidential/Trade Secret Stipulation dated 2/28/00
- 14 b. Trial Agreement dated 7/21/00
- 15 c. Confidential Purchase Agreement dated 11/15/00
- 16 d. Confidential Amendment to Confidential/Trade Secret Stipulation
17 (Amending 2/28/00 agreement) dated 11/15/00
- 18 e. Escalation Procedures Letter from Qwest dated 11/15/00
- 19 f. Daily Usage Information Letter from Qwest dated 11/15/00
- 20 g. Features Letter from Qwest dated 11/15/00
- 21 h. Confidential Billing Settlement Agreement dated 11/15/00
- 22 i. Status of Switched Access Minute Reporting Letter from Qwest dated
23 7/3/01

1 **OBLIGATION TO FILE CURRENT/UNFILED INTERCONNECTION AGREEMENT**

2 **Q. Please provide an overview of the provisions of Paragraph 4.**

3 A. Eschelon has agreed to file any/all current Interconnection Agreements not already filed
4 with the Commission within forty-five (45) days of the approval of this Settlement
5 Agreement. At this time, neither Staff nor Eschelon are aware of any current
6 Interconnection Agreements that are not on file with the Commission.

7
8 **CONFLICT BETWEEN THIS SETTLEMENT AGREEMENT AND FUTURE LAW**

9 **Q. Please provide an overview of the provisions of Paragraph 5.**

10 A. Staff and Eschelon agree that either party may provide the other with written notice of its
11 belief that a change in the law has effected this settlement agreement. If this should
12 happen, both parties shall agree to meet and negotiate in an effort to bring this Settlement
13 Agreement into compliance with the existing law. If Staff and Eschelon are unable to
14 reach an agreement within sixty (60) days of the written notice that a change in the law
15 has occurred, either party may petition any state or federal court for relief.

16

CASH PAYMENT

1
2 **Q. Does the agreement provide for a cash payment?**

3 A. Yes.
4

5 **Q. What is the amount of the cash payment?**

6 A. The cash payment amount is \$80,000.00. Eschelon agrees to pay the sum of \$80,000.00
7 to the Arizona State Treasurer for deposit in to the General Fund. The administrative
8 penalty shall consist of two forty-thousand dollar (\$40,000.00) payments. The first
9 payment shall be remitted within 30 days of the Effective Date of a Commission Decision
10 approving the Settlement. The second forty-thousand dollar (\$40,000.00) payment shall
11 be remitted within 365 days of the Effective Date of a Commission Decision approving
12 the Settlement.
13

14 **Q. Mr. Abinah, could the amount of the cash payment be different than what Staff**
15 **recommends?**

16 A. Yes, but considering all of the issues in the case, Staff believes that \$80,000.00 is a
17 reasonable amount.
18

19 **Q. Can you please describe the monetary options available to the Commission?**

20 A. I am not a lawyer, but it is my understanding that there are three options available to the
21 Commission. Firstly, consistent with A.R.S. Sec 40-425, the Commission can assess a
22 base fine up to \$5000.00 per agreement. Secondly, under A.R.S Sec 40 -424, the
23 Commission has the authority to assess an additional fine of up to \$5000.00 per day per
24 agreement if the Commission determines that a company is in contempt of the
25 Commission's orders, rules, or requirements. Lastly, the Commission could impose a flat
26 penalty that falls within the range of penalty described above.

1 Q. Is the sum of \$80,000.00 an appropriate fine when compared to the fine assessed to
2 Qwest in Decision No. 66349?

3 A. Yes.

4 Q Can you please explain the methodology utilized by Staff in arriving at that number
5 and why Staff believes the proposed fine is appropriate?

6 A Based on the information provided by the company and the review of the company's
7 annual report, Staff considered the following:

- 8 • Eschelon's number of access line as compared to Qwest
- 9 • Eschelon's number of customer's (Residential and Business)
- 10 • Eschelon's Intrastate (Arizona) revenue,
- 11 • The number of unfiled interconnection agreements.

12 In addition, Staff considered the fact that the fine imposed by the Commission in the
13 settlement agreement involving Qwest, resolved three separate dockets that were
14 consolidated for settlement purposes. (Docket RT-00000F-02-0271, Docket T-00000-A-
15 97-0238 and Docket T-01051B-02-0871).

16
17 Q. Please briefly explain the analysis performed by Staff in arriving at the proposed
18 fine.

19 A. According to its 2003 Annual Report, Qwest had [REDACTED] customer lines in Arizona and
20 its total Arizona revenue was [REDACTED]. The \$8,811,000 fine assessed by the
21 Commission in Decision No. 66349, is representative of [REDACTED] per customer line and
22 [REDACTED] of Qwest's 2003 Arizona revenue (see attached spreadsheet).

23
24 Staff believes the monetary fine assessed to Eschelon should be comparable to the amount
25 per customer and the percent of customer revenue imposed upon Qwest.

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According to its 2003 Annual Report, Eschelon had [REDACTED] customer lines and a total Arizona Revenue of [REDACTED]. To determine an adequate fine amount, Staff multiplied Eschelon's total number of customer lines, [REDACTED], by [REDACTED] (the amount Qwest was fined per customer line). This figure comes to [REDACTED]. Staff also multiplied Eschelon's total Arizona revenue of [REDACTED] by [REDACTED] (the amount of Qwest revenue the Qwest was fined). This figure comes to [REDACTED]. To find the average of these amounts, Staff added these numbers ([REDACTED] and [REDACTED]) and divided that number by two. The average of these two numbers is [REDACTED].

Staff believes that the above comparison between Eschelon and Qwest indicates that the fine agreed to by the parties is comparable to the fine imposed on Qwest in Decision No. 66349.

NOTIFICATION OF WHOLESALE TELECOMMUNICATIONS AGREEMENTS

- Q. Please describe the provisions of Paragraph 8.**
- A. Eschelon has agreed to notify the Commission Staff of all future wholesale or commercial telecommunications agreements between Eschelon and other ILECS that relate to the resale, interconnection or purchase of unbundled network elements in Arizona with thirty (30) days of execution.

OBLIGATION TO COMPLY

- Q. Please describe the provisions of Paragraph 7.**
- A. Eschelon shall comply with section 252 of the 1996 Act, A.R.S §40-203, 40-374, 40-334 and A.C.C. R14-2-1112, R14-2-1506 and R14-2-1508.

ACTION TAKEN AGAINST ESCHELON IN OTHER QWEST JURISDICTIONS

- Q. Are you aware of any action that was taken in other jurisdictions against Eschelon as it relates to the unfilled agreements?**

1 A. Yes. In the State of Washington, a fine in the amount of \$25,000.00 was imposed against
2 Eschelon.

3
4 **PUBLIC INTREST**

5 **Q. Mr. Abinah, do you believe the agreement is in the public interest?**

6 A. Yes, I do.

7
8 **Q. Please explain why Staff believes this agreement is in the public interest.**

9 A. Staff believes that the commitment expressed by the company to comply with the
10 Commission's orders, rules and regulations, in conjunction with the monetary penalties
11 adequately address the concern raised in Staff's complaint. Resolving this contentious
12 matter through settlement agreement, rather than a contested hearing will enable Staff to
13 devote resources toward other issues pending before the Commission. Also, Staff believes
14 there are risks associated with litigation, the outcome is ultimately determined by someone
15 else. There are times where litigants believe that it would be more preferable to have
16 certainty instead of uncertainty.

17
18 For these reasons, Staff believes that the settlement is in the public interest.

19
20 **Q. Does this conclude your direct testimony?**

21 A. Yes, it does.

ESCHELON

Company Name	Customer Lines	Fine Amount	Fine Per Line	AZ Revenue	Fine Amount	Percent of Revenue
Qwest	[REDACTED]	8,811,000	[REDACTED]	[REDACTED]	8,811,000	[REDACTED]

Company Name	Customer Lines	Fine Amount	Fine Per Line	AZ Revenue	Fine Amount	Percent of Revenue
ESCHELON	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

PROPRIETARY