



0000019936

LLP
LAWYERS

Phoenix Office
40 North Central Avenue
Phoenix, Arizona 85004-4429
Facsimile (602) 262-5747
Telephone (602) 262-5311

Tucson Office
One South Church Avenue
Suite 700
Tucson, Arizona 85701-1611
Facsimile (520) 622-3088
Telephone (520) 622-2090

Las Vegas Office
3993 Howard Hughes Parkway
Suite 600
Las Vegas, Nevada 89109
Facsimile (702) 949-8398
Telephone (702) 949-8200

ORIGINAL

RECEIVED

2001 MAY 25 P 3:50

AZ CORP COMMISSION
DOCUMENT CONTROL

Our File Number 20390-00119

May 25, 2001

VIA HAND DELIVERY

Arizona Corporation Commission
Utilities Division – Docket Control
1200 West Washington Street
Phoenix, AZ 85007

Re: In the Matter of US West Communications, Inc.'s Compliance with
Section 271 of the Telecommunications Act of 1996
Docket No: T-00000A-97-0238

Attached for filing is the testimony of Elizabeth M. Balvin on behalf of
WorldCom, Inc. in the above captioned matter.

Very truly yours,

LEWIS AND ROCA LLP

Michael T. Hallam

MTH/bjg
Attachments

Arizona Corporation Commission
DOCKETED

MAY 25 2001

cc: Maureen Scott, Legal Division
Jane Rodda, Chief Administrative Law Judge
Deborah Scott, Director

DOCKETED BY

BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM A. MUNDELL
Chairman

JIM IRVIN
Commissioner

MARC SPITZER
Commissioner

IN THE MATTER OF U S WEST)
COMMUNICATIONS, INC.'S)
COMPLIANCE WITH SECTION 271 OF THE) DOCKET NO. T-00000A-97-238
TELECOMMUNICATIONS ACT OF 1996)

PREFILED DIRECT TESTIMONY OF
ELIZABETH M. BALVIN

ON BEHALF OF WORLDCOM, INC.
General Terms and Conditions, Section 12

May 25, 2001

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

2 **A.** Elizabeth M. Balvin, Project Manager for WorldCom's Carrier Management
3 Group at 6312 S. Fiddler's Green Circle, Suite 600 East, Englewood, CO 80111.

4 **Q. PLEASE DESCRIBE YOUR RESPONSIBILITIES AT WORLDCOM.**

5 **A.** I am primarily responsible for overseeing the two Third Party Tests of Qwest
6 Operational Support Systems ("OSS"), one in the State of Arizona and the other for the
7 13-State Collaborative Regional Oversight Committee ("ROC") on behalf of WorldCom.
8 I have been the Technical Advisory Group (TAG) core member for each test since
9 December of 1999 and speak on behalf of WorldCom regarding areas that relate to the
10 Third Party Tests and Qwest's OSS. I am responsible for addressing WorldCom issues
11 surrounding systems, product and processes through the Qwest Co-Provider Industry
12 Change Management Process ("CICMP"). I have been attending Qwest's monthly
13 CICMP meetings since its inception in the fourth quarter of 1999. I am also responsible
14 for the development and negotiation of Qwest Performance Indicator Definitions
15 ("PIDs") on behalf of WorldCom, specifically as it relates to validating whether Qwest
16 provides non-discriminatory service. In support of these Third Party Tests, WorldCom
17 has volunteered its internal OSS (EB-TA) as well as commercial volume experiences,
18 which requires coordination on my part.

19 **Q. HAVE YOU PARTICIPATED IN THIS PROCEEDING PREVIOUSLY?**

20 **A.** Yes, as stated above, I have been the Technical Advisory Group (TAG) core
21 member on behalf of WorldCom since December of 1999. OSS workshops have been
22 hosted on a monthly basis to address issues surrounding language of the Master Test Plan

1 (AZ and the ROC), Test Standards Document (AZ only), test scenarios, capacity
2 volumes, performance measures, relationship management and retail parity objectives.

3 **Q. PLEASE DESCRIBE YOUR RELEVANT EXPERIENCE WITH**
4 **WORLDCOM AND EDUCATIONAL BACKGROUND.**

5 **A.** I began my career with WorldCom seven years ago as an Accountant in Bank
6 Card Operations and was responsible for settlement of credit card payment options,
7 monitored third party invoice transmissions and processed journal postings. I became a
8 Senior Unbillable Analyst in 1996 to identify and document required system
9 improvements to reduce long distance unbillable exposures. As well, determined billable
10 invoices and processed recoveries. In 1998 transferred to Supervisor of Billing Name and
11 Address (BNA) Group whereby I was responsible for implementing program
12 requirements for automated acquisition, installation, blocking and tracking of BNA
13 information. I was promoted to Carrier Management Group in 2000 and continue to be
14 responsible for the oversight of Qwest Operational Support System Third Party Tests. I
15 graduated from Rutgers University in 1998 with a Bachelors Degree in Child
16 Development and Family Studies.

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

18 **A.** The purpose of my testimony is to address WorldCom's concerns surrounding
19 Qwest proposed language in Section 12 - "Access to Operational Support Systems
20 (OSS)" of Qwest's Statement of Generally Accepted Terms ("SGAT").

21
22
23

1 **Q. DOES WORLDCOM HAVE ANY GENERAL CONCERNS ABOUT**
2 **SECTION 12 OF THE SGAT?**

3 **A.** Yes. Qwest asserts in section 12.2.1 “Local Service Request (“LSR”) Ordering
4 Process” that CLECs shall be provided electronic gateways for the submission of LSRs.
5 Qwest supports a manual interface called Interconnection Imaging System (“IIS”), which
6 provides for Qwest to electronically log and distribute to the appropriate Interconnect
7 Service Center (“ISC”) for input into the regional Service Order Processor (“SOP”)
8 system. As such, this interface needs to be included.

9 Qwest highlights what industry guidelines and/or standards have been employed
10 by Qwest to implement their OSS. What must be clearly stated in the SGAT is that
11 Qwest will document and make accessible to CLECs any deviations from these Industry
12 guidelines and/or standards.

13 Qwest needs to provide more details because as the document stands there is
14 much room for interpretation. No references should be made to documents whereby the
15 language is not explicit in the SGAT sections and/or appendices. Qwest references a web
16 site in Section 12.2.5.2.7 that no longer exists for example. James Allan asserts that
17 detailed descriptions of Qwest interfaces have been removed from Section 12 because
18 Qwest is constantly improving these interfaces and the interfaces are subject to change
19 requests in CICMP. In accordance with the ROC Third Party Test, Qwest implemented a
20 version control process for their state-filed but not yet approved SGATs. The version
21 control process was put in place because the language of these SGATs were ever-
22 changing and if any CLEC chose the SGAT as a means for Interconnection with Qwest, it
23 would be subject to the version they signed.

1 **Qwest Co-Provider Industry Change Management Process (“CICMP”).**

2 James Allan asserts that “CICMP has been working effectively since Qwest
3 implemented it”. WorldCom disagrees and will discuss the following reasons with
4 respect to what James Allan identified as the “four major objectives”:

5 **Provide a forum for CLECs and Qwest to discuss change request (“CRs”), Release
6 Notifications (“RNs”), Systems Release Life Cycles, and Communications.**

7 The CICMP forum allows for the discussion of CLEC change requests only.
8 Qwest determines software enhancements (“internal CRs”) that will be implemented and
9 CLECs have very little insight into that process. As well, the defined CICMP escalation
10 process only pertains to CLEC CRs formally submitted via CICMP. WorldCom believes
11 that any CR that will impact how CLECs support local orders via Qwest OSS must be
12 collaboratively determined as necessary to implement. Currently, CLECs are not
13 provided even enough information to determine how the internal CRs will impact their
14 business. It is not simply a matter of knowing what software changes will be
15 implemented, but how best to train employees to address these changes. Release
16 Notifications provide CLECs notices that Qwest will be implementing a system, product
17 and/or process change. CLECs are not provided a means to negotiate with Qwest what
18 will be made available via a Release Notification. As well, Qwest imposes the release life
19 cycles it will use.

20 **Provide a forum for CLECs as an industry to discuss and prioritize their CRs.**

21 CICMP allows for the discussion and prioritization of Qwest’s CRs only. The
22 CICMP forum requires CLEC CRs to be considered as an addition to Qwest internal

1 CRs. CLECs have been provided input to the last two implemented releases, of which,
2 CLEC CRs only made up 24% of the total enhancements.

3 **Develop a mechanism to track and monitor CLEC CRs and Qwest RNs.**

4 The ability to track and monitor is critical but addressing CLEC concerns is
5 essential.

6 **Establish communication intervals where appropriate in the process.**

7 It is essential that CLECs are informed on a timely basis to address system and
8 training issues necessitated by Qwest implemented changes. Lack of timely notification
9 could result in delays and customer affecting issues.

10 As stated above, of Qwest total implemented enhancements, CLEC CRs make up
11 24%. The Qwest CICMP forum has been in place since fourth quarter of 1999 (1 ½
12 years). WorldCom has been engaged since its inception and believes that if Qwest were
13 to address CLEC CRs more aggressively, more CLECs would participate. Most CICMP
14 meetings only have CLEC representation from approximately 35 Companies.

15 Finally, Qwest policy states "Current Co-Provider Product, Process, or OSS
16 Interface users, or those who have an agreed upon project work plan for implementing a
17 Product, Process or OSS Interface, may submit change requests and participate in the Co-
18 Provider Industry Team." WorldCom currently has no agreed upon work plan for
19 implementing the Electronic Data Interchange ("EDI") Interface. As such, WorldCom
20 cannot submit or prioritize any change requests related to EDI. WorldCom takes issue
21 with this policy for the following reasons; when it becomes economically feasible for
22 WorldCom to enter Qwest's residential local market territory via UNE-P, WorldCom will
23 submit UNE-P Local Service Requests ("LSRs") via EDI exclusively. To not be able to

1 identify and address issues ahead of implementation, WorldCom is at a distinct
2 disadvantage. Therefore, WorldCom requests that Qwest change this policy to ensure
3 that all CLECs interested in the outcome of Qwest CRs to OSS be provided the means to
4 have a say via CICMP.

5 **Qwest Stand Alone Test Environment**

6 Although Qwest has committed to provide a stand-alone test environment, it has
7 not yet been implemented and made available to CLECs. Qwest went "out of process"
8 for the sake of the Third Party Tests (both AZ and the ROC) during EDI implementation
9 which makes it imperative that Qwest implement this stand alone test environment in
10 time to be evaluated by the Third Party Testers. In doing so, CLECs could be assured
11 that the current process, which the Third Party Testers identified as costly and time-
12 consuming would be a thing of the past.

13 **Q. DOES WORLDCOM HAVE ANY SPECIFIC CONCERNS ABOUT**
14 **SECTION 12?**

15 **A.** Yes. Attached to my testimony as Exhibit EMB-1 is a redlined version of Section
16 12. I have made suggested changes to language contained in Section 12. I have also
17 included some editorial comments in that attachment in relevant areas of Section 12.

18 **Q. DOES WORLDCOM HAVE ANY COMMENTS ABOUT MAINTENANCE**
19 **AND REPAIR?**

20 **A.** All maintenance and repair PIDs, except MR-10, use Parity standards which
21 means Qwest must address trouble related issues in substantially the same time and
22 manner for Wholesale as it does for Retail. Qwest acknowledged via the negotiated PIDs
23 that analogous processes exist between Wholesale and Retail trouble administration and

1 as such that Qwest would be able to support CLEC issues as it does its own end-user
2 customers. However, Qwest is in complete control of adhering to these standards and
3 providing service that is in parity. WorldCom's reputation is affected if Qwest provides
4 bad service, even if that service is at parity, especially when CLECs are attempting to win
5 existing Qwest subscribers. This would also relate to services available to CLECs such
6 as status information of trouble tickets. CLECs could not provide quality customer
7 service if Qwest does not consistently and accurately provide status information.

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

9 **A.** Yes it does.

EXHIBIT EMB-1

SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest legacy systems improve, or CLEC needs require, providing notification to CLEC consistent with the provisions of this Section.

12.1.2 Through its electronic gateways, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and unbundled network elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Qwest shall disclose provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI). Qwest shall provide a manual interface, Interconnection Imaging System (IIS).

Per KPMG, Test Administrator for the Regional Oversight Committee Third Party Test of Qwest OSS,

IIS is designed to allow CLECs to submit Local Service Requests (LSRs) via facsimile in a standard format. Qwest defines the information that is needed to

successfully submit each order type. CLECs submit single or multiple LSRs to a Qwest fax server. Once Qwest receives the LSRs they are electronically logged and distributed to the appropriate Interconnect Service Center (ISC) for input into the regional Service Order Processor (SOP) system. Responses (e.g., clarifications, confirmations) are transmitted from Qwest's OSS to the CLECs via the IIS fax servers.

12.2.1.2 The interface standards for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4; 12.2.1.4.1; 12.2.1.4.2; Why are all these sections deleted?

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Reserved for Future Use

12.2.1.5.2 Reserved for Future Use

12.2.1.5.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for access to IMA GUI, CLEC shall use a T1 line instead of dial-up capabilities.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process

Qwest shall provide a Facility Based EDI Listing interface to enable CLEC listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways for reporting trouble, including an electronic bonding interface and a IMA GUI interface, to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. The TR will not be closed by Qwest prior to CLEC notification that trouble is cleared.

12.2.2.2 Reserved for Future Use

12.2.2.3 Reserved for Future Use: Why was this section deleted regarding standards used for EBTA? Any deviation from implemented standards needs to be documented and accessible to CLEC.

12.2.2.4 Reserved for Future Use: Why was this section deleted regarding standards used for IMA GUI? Any deviation from implemented standards needs to be documented and accessible to CLEC.

12.2.2.5 Reserved for Future Use

12.2.3 Interface Availability

12.2.3.1 Qwest shall make the OSS interfaces necessary for processing local orders available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20—equal to that of Qwest retail side of the house.

12.2.3.2 Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows in the IMA GUI.

12.2.3.3 Reserved for Future Use: Why was this section deleted?

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

12.2.4.3 Any deviance from these standards shall be documented and accessible to CLEC.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill — **Per KPMG, Bill calculations are performed in the CRIS systems, including monthly recurring charges, usage charges, pro-rations, taxes, balance carry-forwards, and payment applications, then forwarded on to formatting by media type.**

The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill — **Per KPMG, On the bill date, IABS performs the bill calculations which include calculating charges, taxes (or tax exemptions), adjustments, payments, and credits. The file, along with the Billing CSR, is formatted and sent to the CLEC in the requested medium.**

The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from

ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

- a) Resale; and
- b) Unbundled Switch Port
- c) UNE P.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region intraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements (what does this mean?). Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

- a) Local Number Portability;
- b) Resale;
- c) Unbundled Loop;
- d) Unbundled Line-side Switch Port, and
- e) UNE-P.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

- a) Local Number Portability;
- b) Resale;
- c) Unbundled Loop;

- d) Unbundled Line-side Switch, and
- e) UNE-P.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

The transmission method/media types available for these mechanized records are available the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.

This web site either no longer exists or have been moved. WorldCom requests that the transmission method/media types be documented above or attached to this document as appendices.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management

Qwest and CLEC shall participate in discussions of OSS development in the Qwest Co-Provider Industry Change Management Process ("CICMP"), as set forth in Exhibit G. The CICMP shall: (i) provide a forum for CLEC and Qwest to discuss CLEC change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CRs; (iii) develop a mechanism to track and monitor CLEC CRs and Qwest RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform CLECs through the CICMP of all planned changes to Qwest software, local interconnection products, business processes

and Technical Publications, including additions, deletions, or changes which affect any document or information CLEC receives from Qwest or any document or information Qwest sends CLEC to allow CLEC to transact business. Qwest will seek CLEC input on the planned changes and will report such consideration in a timely manner.

Qwest CICMP process is the means for CLECs to provide input to Qwest systems, product and processes. CLECs provide such input because the current system and/or product and processes impair their ability to efficiently support local orders. As Qwest states above, Qwest internal CRs are not made part of the discussion and/or prioritization process (ii). As well, the escalation process defined only pertains to CLEC CRs formally submitted via CICMP. CLEC CRs are only implemented in addition to what Qwest determines as necessary system requirements. As well, CLEC CRs compete for resources that are devoted to implementing Qwest internal CRs. Evidence of such discrimination can be seen by the software releases CLECs have had an opportunity to provide input as follows: IMA Release 6.0; Total of 23 enhancements, 3 of which came from CLEC CRs formally submitted via CICMP. IMA Release 7.0; Total of 27 enhancements, 9 of which came from CLEC CRs formally submitted via CICMP. Therefore, of the total enhancements implemented to date, CLEC CRs make up only 24%.

WorldCom believes that any system enhancement that will affect CLECs ability to support local orders must be collaboratively determined as necessary to implement. The current process places Qwest fully in charge of the majority of enhancements.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by the CLEC Industry Change Management Process (CICMP). Qwest will provide to CLEC the features list for modifications to the interface. Specifications for interface modifications will be provided to CLEC three weeks prior to the release date.

Qwest allows itself a minimum of 6 months to implemented the interface modifications and yet they believe it is reasonable to provide CLECs the necessary information to adhere to these modifications only three weeks in advance. WCom believes consideration needs to be made for not only the time it takes CLECs to implement system requirements but the time required to adequately train CLEC customer service support folks.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the CLEC Questionnaire.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation.

Qwest "new customer questionnaire" requires the CLEC to populate a great deal of information that Qwest would obtain via Bellcore's Local Exchange Routing Guide (LERG). As well, Qwest presented WCom with the same "new customer questionnaire" to be filled out prior to the ordering of a single product (UNE-P). Not only is the 49 page "new customer questionnaire" time consuming for the CLEC to fill out but Qwest must process the information upon receipt which takes additional time. WCom sees this process as a delay tactic rather than a true information gathering process and recommends Qwest implement a new process that eliminates any information currently supported via the LERG and caters the questionnaires for when a CLEC simply desires to place orders for a new product.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous -EDI releases for six (6) months after the next subsequent EDI release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLECs demonstrate the ability to generate correct transactions for functional enhancements not previously certified the new release. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Reserved for Future Use

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the -GUI interface, Qwest CLEC provides training mechanisms for CLEC to pursue in educating their internal personnel. must work with Qwest to train CLEC personnel on the GUI functions that CLEC will be using. Qwest and CLEC shall concur on which GUI functions should be included in CLEC's training. Qwest and CLEC shall make reasonable efforts to schedule training in a timely fashion. Qwest training mediums (courses and documentation) will be sufficient to provide CLECs the ability to support local orders.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing calls. This test will establish the ability of the trading partners to send and receive EDI data effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Certification Testing and before going live in the production environment if CLEC has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment – Qwest is developing a stand-alone testing environment to will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development of EDI. The Stand-Alone Testing Environment provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI/IMA system edits successfully. Stand Alone Testing uses test account data supplied by Qwest. All stand alone test orders are subjected to the same edits as production orders. This testing phase is optional.

Although Qwest has committed to provide a stand-alone test environment, it has not yet been implemented and made available to CLECs. Qwest went "out of process" for the sake of the Third Party Tests (both AZ and the ROC) during EDI implementation which makes it imperative that Qwest implement this stand alone test environment in time to be evaluated by the Third Party Testers. In doing so, CLEC's could be assured that the current process, which the Third Party Testers identified as costly and time-consuming would be a thing of the past.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI/IMA system edits successfully. Interoperability testing requires the use of account information valid in Qwest production systems data. All interoperability orders are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these orders as production orders. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using EDI, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of the CLEC to schedule new appointments for certification of its business scenarios. Qwest will make every effort to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the IMA EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be is granted only for a the specifiede release of the IMA EDI interface.

12.2.9.4.1 For ~~new~~ a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release without the need to schedule test time frames. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. (If a CLEC desires to implement the newest software expeditiously, upon release implementation is too late) The suite of re-certification test scenarios will be provided to CLEC with the disclosure document.

WorldCom would expect that only newly implemented functionality would require re-certification.

12.2.9.6 CLEC will can contact the Qwest EDI Implementation Coordinator to initiate the migration process as soon as release notifications are provided. CLEC must complete the re-certification and migration to the new -EDI release within six (6) months of the deployment of the new release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone test and interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 Reserved for future use.

12.2.9.9 In the event of electronic/manual interface trouble, CLEC shall use its best efforts to isolate and resolve the trouble using the guidelines (What guidelines?). If CLEC cannot resolve the problem, then CLEC should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single Point of Contact for electronic/manual -interface trouble.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall disclose provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via training, documentation and CLEC Help Desk.

12.2.10.2 Reserved for Future Use.

12.2.10.3 Reserved for Future use.

12.2.11 Compensation/Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates set forth in Exhibit A.-

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner in substantially the same time and manner as that which Qwest provides for itself.

12.3.1.2 During the term of this Agreement, Qwest will provide the necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to its end users.

12.3.1.3 Qwest will perform repair services that is-are substantially the same in timeliness and quality to that which it provides to its own end users.

12.3.2 Branding

12.3.2.1 Should Qwest need to use various forms for communication with CLEC end users (while out on premises dispatches on behalf of CLEC, for example), Qwest will use unbranded forms. In all cases in which Qwest has control over handling of services CLEC may provide using services provided by Qwest under this agreement, Qwest shall, at CLEC's sole discretion, brand any and all such services at all points of customer contact exclusively as CLEC services, or otherwise as CLEC may specify, or such services shall be provided with no brand at all, as CLEC shall determine. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 If required by CLEC, Qwest will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding-related costs. All forms, business cards or other business materials furnished by Qwest to CLEC subscribers shall be provided by CLEC unless otherwise agreed by CLEC, in its sole discretion, in which case, any such customer materials shall be subject to CLEC prior review and approval, and shall bear no corporate name, logo, trademark or trade names other than CLEC or its Affiliates or such other brand as CLEC, in its sole discretion, shall determine.

12.3.2.3 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC products or services.

12.3.2.4 Qwest shall provide, for CLEC information, descriptions of the methods and procedures, training and approaches to be used by Qwest to assure that Qwest meets CLEC branding requirements.

12.3.2.5 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.3.3 Service interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated

companies, or its connecting and concurring carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as and itself.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 Pursuant to the applicable cost docket ~~Exchange and Network Service Catalog~~ (Exchange & Network Service Tariff is not an appropriate reference because this document supports wholesale ordering practices), Qwest will bill appropriate (I believe this is Maintenance of Service) Charges (What are these and where are they defined?), set forth in Exhibit A, for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in CLEC's portion of the network.

12.3.4.2 Other (I believe this is Maintenance of Service), set forth in Exhibit A, may be imposed by Qwest on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the end user's demarcation point) for CLEC or its end users.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Qwest shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

What does Qwest provide for itself? What does Qwest consider an appropriate circumstance?

12.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from CLEC.

~~12.3.6.3 Qwest end users are not given test results. If so requested by CLEC Qwest will not provide to CLEC the test results for its trouble reports will furnish maintenance and repair test results.~~ For electronically-reported trouble, CLEC will may be provided various basic test results.

12.3.6.4 Qwest's test systems do not support testing of unbundled network elements. CLEC shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

Qwest inability to test unbundled network elements does not provide for Qwest to validate that the provisioned service is maintenance free.

12.3.7 Workcenter Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End users of CLEC shall be instructed to report all cases of trouble to CLEC. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of ~~major network outages in a timely manner as soon as is practical.~~ This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. ~~This m~~Major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance of ~~substantially the same quality to that which it provides to itself.~~

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards. (Such thresholds and notification standards need to be included in this document)

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be ~~based on~~ substantially the same as the processes Qwest employs for its own end users. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel ~~on the same schedule as~~ it provides for its own end users.

12.3.13.2 Upon the receipt of a trouble report from CLEC, Qwest will do all that is reasonable and practical, according to ~~internal and industry~~ standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A (make sure exact name for charge is listed).

12.3.13.3 For POTS lines, Qwest will not request authorization from CLEC prior to dispatch for which CLEC will not be liable. For lines supported by Qwest's designed services process, Qwest may accept CLEC authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, CLEC will be notified and SGAT will be updated.

12.3.13.4 CLEC shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through the electronic bonding or GUI interfaces ~~provided by Qwest~~ manually via -an 800# provided by Qwest.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of CLEC end users, will receive ~~similar parity~~ commitment intervals.

12.3.16 Jeopardy Management

12.3.16.1 Notification to CLEC will be given if Qwest will not meet committed interval. ~~on the same basis that a trouble report interval is likely to be missed.~~

12.3.17 Trouble Screening

12.3.17.1 ~~CLEC shall screen and test its end-user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.~~

Qwest system business rule edits should not allow for the submission of a non-Qwest owned trouble report.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC will employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually-reported trouble, Qwest will inform CLEC of repair completion as timely as it would its own end-users. ~~soon as is practical after its completion.~~ On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.3.19 End User Interfaces Responsibilities

12.3.19.1 CLEC will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for CLEC end users will be trained in non-discriminatory behavior.

12.3.20 Repair Call Handling

12.3.20.1 Manually-reported repair calls by CLEC to Qwest will be answered with ~~substantially~~ the same quality and speed as Qwest answers calls from its own end users.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

12.3.22.3 CPNI information and NXX activity reports are also included in this database.

12.3.22.4 ICONN is updated every two weeks.

Is the ICONN database the same system Qwest Retail Representatives utilize? As well, are the bi-weekly updates performed the same as for Qwest Retail side of the house?

12.3.23 Maintenance Windows

12.3.23.1 Generally, ~~Qwest~~ will performs major switch maintenance activities off-hours, during certain "maintenance windows".

12.3.23.2 Generally, ~~t~~The maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

By July 1st, Qwest will extend hours of availability for IMA as follows:
6:00 a.m. - Midnight Monday through Friday
6:00 a.m. - 9:00 p.m. Saturday and
12:00 noon - 6:00 p.m. Sunday

Therefore, Qwest will need to re-evaluate its maintenance window and adjust accordingly.

12.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible. If there is any chance that maintenance activities could impact CLEC local ordering practices, Qwest will provide notification of any and all maintenance activities.

12.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to CLEC via Qwest's Web site.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ORIGINAL and ten (10)
copies of the foregoing filed
this 25th day of May, 2001,
with:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 W. Washington Street
Phoenix, Arizona 85007

COPY of the foregoing hand-
delivered this 25th day of May, 2001,
to:

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

Jane Rodda, Chief Administrative Law Judge
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

Deborah Scott, Director
Utilities Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

COPY of the foregoing mailed
this 25th day of May, 2001, to:

Mark J. Trierweiler
Vice President – Government Affairs
AT&T Communications of the
Mountain States
111 West Monroe, Suite 1201
Phoenix, Arizona 85003

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Scott Wakefield
Residential Utility Consumer Office
2828 N. Central Avenue
Phoenix, Arizona 85004

Maureen Arnold
US West Communications, Inc.
3033 N. Third Street
Room 1010
Phoenix, Arizona 85012

Mark Dioguardi
Tiffany and Bosco PA
500 Dial Tower
1850 N. Central Avenue
Phoenix, Arizona 85004

Thomas L. Mumaw
Snell & Wilmer
One Arizona Center
Phoenix, Arizona 85004-0001

Andrew O. Isar
TRI
4312 92nd Avenue N.W.
Gig Harbor, Washington 98335

Darren S. Weingard
Stephen H. Kukta
Sprint Communications Co., L.P.
1850 Gateway Drive, 7th Floor
San Mateo, CA 94404-2467

Timothy Berg
Fennemore, Craig, P.C.
3003 N. Central Avenue
Suite 2600
Phoenix, Arizona 85012-3913

1 Lynn Anton Stang
Charles Steese
2 US West, Inc.
1801 California Street, Ste. 5100
3 Denver, Colorado 80202
4
5 Joan S. Burke
Osborn & Maledon
2929 N. Central Avenue
6 21st Floor
7 Phoenix, Arizona 85067-6379
8
9 Richard S. Wolters
AT&T & TCG
1875 Lawrence Street
Suite 1575
10 Denver, Colorado 80202
11
12 Michael M. Grant
Todd C. Wiley
Gallagher & Kennedy
13 2575 E. Camelback Road
Phoenix, AZ 85016-4240
14
15 Richard M. Rindler
Morton J. Posner
Swidler Berlin Shereff Friedman, LLP
16 3000 K Street, N.W., Suite 300
17 Washington, D.C. 20007-5116
18
19 Mary Tee
Electric Lightwave, Inc.
P.O. Box 8905
20 Vancouver, Washington 98668-8905
21
22 Raymond S. Heyman
Michael Patten
Roshka Heyman & DeWulf
23 Two Arizona Center
400 Fifth Street
24 Suite 1000
25 Phoenix, Arizona 85004
26

- 1 Diane Bacon, Legislative Director
2 Communications Workers of America
3 5818 North 7th Street
4 Suite 206
5 Phoenix, Arizona 85014-5811
- 6 Charles Kallenback
7 ACSI
8 131 National Business Parkway
9 Annapolis Junction, Maryland 20701
- 10 Bradley Carroll, Esq.
11 Cox Arizona Telcom, L.L.C.
12 1550 West Deer Valley Road
13 Phoenix, Arizona 85027
- 14 Joyce Hundley
15 United States Department of Justice Antitrust Division
16 1401 H Street, N.W.
17 Suite 8000
18 Washington, D.C. 20530
- 19 Daniel Waggoner
20 Davis Wright Tremaine
21 2600 Century Square
22 15011 Fourth Avenue
23 Seattle, Washington 98101-1688
- 24 Alaine Miller
25 NextLink Communications, Inc.
26 500 108th Avenue NE, Suite 2200
Bellevue, Washington 98004
- Mark N. Rogers
Excell Agent Services, LLC
2175 W. 14th Street
Tempe, Arizona 85281
- Traci Grundon
Davis Wright Tremaine LLP
1300 S.W. Fifth Avenue
Portland, Oregon 97201

1 Mark P. Trinchero
2 Davis Wright Tremaine LLP
3 1300 S.W. Fifth Avenue, Suite 2300
4 Portland, Oregon 97201

4 Gena Doyscher
5 Global Crossing Local Services, Inc.
6 1221 Nicollet Mall
7 Minneapolis, Minnesota 55403-2420

7 Penny Bewick
8 New Edge Networks, Inc.
9 P.O. Box 5159
10 Vancouver, WA 98668

10 Jon Loehman
11 Managing Director-Regulatory
12 SBC Telecom, Inc.
13 5800 Northwest Parkway
14 Suite 135, Room I.S. 40
15 San Antonio, TX 78249

14 M. Andrew Andrade
15 5261 S. Quebec Street
16 Suite 150
17 Greenwood Village, CO 80111

17 Douglas Hsiao
18 Rhythms Links Inc.
19 9100 E. Mineral Circle
20 Englewood, CO 80112

19 Karen Clauson
20 Eschelon Telecom, Inc.
21 730 2nd Avenue South, Ste. 1200
22 Minneapolis MN 55402

22 Andrea P. Harris
23 Senior Manager, Regulatory
24 Allegiance Telecom, Inc. of Arizona
25 2101 Webster, Suite 1580
26 Oakland, CA 94612