



0000020750

ORIGINAL

30 NF

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
27
28

BEFORE THE ARIZONA CORPORATION COMMISSION RECEIVED

WILLIAM A. MUNDELL
CHAIRMAN
JIM IRVIN
COMMISSIONER
MARC SPITZER
COMMISSIONER

2001 SEP 17 P 2:24

AZ CORP COMMISSION
DOCUMENT CONTROL

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

DOCKET NO. T-00000A-97-0238

**NOTICE OF FILING AND
REOPENING THE RECORD**

Staff of the Arizona Corporation Commission ("Staff"), through its undersigned attorneys, hereby files its Proposed Findings of Fact and Conclusions of Law on Checklist Item 11, Local Number Portability ("LNP"). Staff has determined that the record is inadequate in some respects to determine whether Qwest meets the requirements of Checklist Item 11. Staff is therefore reopening the Record on Checklist Item 11 for the purpose of taking additional comment and evidence on the concerns identified. Qwest shall have 10 days to supplement the record with evidence to address the concerns presented. Other parties will have seven days from the date of Qwest's filing to submit a response and additional evidence to support their positions.

RESPECTFULLY SUBMITTED this 17th day of September 2001.

Arizona Corporation Commission

DOCKETED

SEP 17 2001

DOCKETED BY	<i>msc</i>
-------------	------------

Maureen A. Scott
Attorney, Legal Division
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007
Telephone: (602) 542-6022
Facsimile: (602) 542-4870
E-mail: maureenscott@cc.state.az.us

1 Original and ten copies of the foregoing
2 were filed this 17th day of September, 2001 with:

3 Docket Control
4 Arizona Corporation Commission
5 1200 West Washington
6 Phoenix, Arizona 85007

7 Copies of the foregoing were mailed and/or
8 hand-delivered this 17th day of September,
9 2001, to:

10 Charles Steese
11 Andrew Crain
12 QWEST Communications, Inc.
13 1801 California Street, #5100
14 Denver, Colorado 80202

15 Maureen Arnold
16 QWEST Communications, Inc.
17 3033 N. Third Street, Room 1010
18 Phoenix, Arizona 85012

19 Michael M. Grant
20 GALLAGHER AND KENNEDY
21 2575 E. Camelback Road
22 Phoenix, Arizona 85016-9225

23 Timothy Berg
24 FENNEMORE CRAIG
25 3003 N. Central Ave., Suite 2600
26 Phoenix, Arizona 85016

27 Mark Dioguardi
28 TIFFANY AND BOSCO PA
500 Dial Tower
1850 N. Central Avenue
Phoenix, Arizona 85004

Nigel Bates
ELECTRIC LIGHTWAVE, INC.
4400 NE 77th Avenue
Vancouver, Washington 98662

Brian Thomas, VP Reg. - West
Time Warner Telecom, Inc.
520 SW 6th Avenue, Suite 300
Portland, Oregon 97204

Thomas L. Mumaw
Jeffrey W. Crockett
SNELL & WILMER
One Arizona Center
Phoenix, Arizona 85004-0001

Eric S. Heath
SPRINT COMMUNICATIONS CO.
100 Spear Street, Suite 930
San Francisco, CA 94105

Thomas H. Campbell
LEWIS & ROCA
40 N. Central Avenue
Phoenix, Arizona 85007

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

Michael W. Patten
Roshka Heyman & DeWulf
400 East Van Buren Suite 800
Phoenix, Arizona 85004

Charles Kallenbach
AMERICAN COMMUNICATIONS
SERVICES INC
131 National Business Parkway
Annapolis Junction, Maryland 20701

Thomas F. Dixon
MCI TELECOMMUNICATIONS CORP
707 17th Street, #3900
Denver, Colorado 80202

Kevin Chapman, SBC
Director-Regulatory Relations
5800 Northwest Parkway
Suite 125, Room 1-S-20
San Antonio, TX 78249

Richard S. Wolters
AT&T & TCG
1875 Lawrence Street, Room 1575
Denver, Colorado 80202

1 Joyce Hundley
2 UNITED STATES DEPARTMENT OF
3 JUSTICE
4 Antitrust Division
5 1401 H Street NW, Suite 8000
6 Washington, DC 20530

7 Joan Burke
8 OSBORN MALEDON
9 2929 N. Central Avenue, 21st Floor
10 P.O. Box 36379
11 Phoenix, Arizona 85067-6379

12 Scott S. Wakefield, Chief Counsel
13 RUCO
14 2828 N. Central Avenue, Suite 1200
15 Phoenix, Arizona 85004

16 Lyndon J. Godfrey
17 Vice President – Government Affairs
18 AT&T
19 111 West Monroe St., Suite 1201
20 Phoenix, Arizona 85004

21 Daniel Waggoner
22 DAVIS WRIGHT TREMAINE
23 2600 Century Square
24 1501 Fourth Avenue
25 Seattle, WA 98101-1688

26 Douglas Hsiao
27 RHYTHM LINKS, INC.
28 6933 S. Revere Parkway
Englewood, CO 80112

Raymond S. Heyman
Randall H. Warner
ROSHKA HEYMAN & DeWULF
400 East Van Buren, Suite 800
Phoenix, Arizona 85004

Diane Bacon, Legislative Director
COMMUNICATIONS WORKERS OF
AMERICA
5818 North 7th Street, Suite 206
Phoenix, Arizona 85014-5811

Gena Doyscher
GLOBAL CROSSING LOCAL
SERVICES, INC.
1221 Nicollet Mall
Minneapolis, MN 55403-2420

28 ...

Karen L. Clauson
ESCHELON TELECOM, INC.
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

Mark P. Trnichero
Davis, Wright Tremaine
1300 SW Fifth Avenue, Suite 2300
Portland, OR 97201

Traci Grundon
Davis, Wright & Tremaine LLP
1300 S.W. Fifth Avenue
Portland, OR 97201

Bradley Carroll, Esq.
COX ARIZONA TELCOM, L.L.C.
1550 W. Deer Valley Rd.
Phoenix, AZ 85027

Mark N. Rogers
EXCELL AGENT SERVICES, L.L.C.
2175 W. 14th Street
Tempe, AZ 85281

Barbara P. Shever
LEC Relations Mgr.-Industry Policy
Z-Tel Communications, Inc.
601 S. Harbour Island Blvd., Suite 220
Tampa, FL 33602

Jonathan E. Canis
Michael B. Hazzard
Kelly Drye & Warren L.L.P.
1200 19th Street, NW, Fifth Floor
Washington, D.C. 20036

Ms. Andrea P. Harris
Sr. Manager, Reg.
ALLEGIANCE TELECOM, INC.
2101 Webster, Suite 1580
Oakland, California 94612

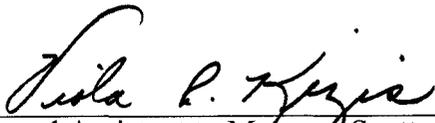
Dennis D. Ahlers, Sr. Attorney
Eschelon Telecom, Inc.
730 Second Ave. South, Ste 1200
Minneapolis, MN 55402

Garry Appel, Esq.
TESS Communications, Inc.
1917 Market Street
Denver, CO 80202

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
27
28

Todd C. Wiley Esq. for
COVAD Communications Co.
GALLAGHER AND KENNEDY
2575 East Camelback Road
Phoenix, Arizona 85016-9225

K. Megan Doberneck, Esq. for
COVAD Communications Co.
7901 Lowry Blvd
Denver, CO 80230



Legal Assistant to Maureen Scott
S:\LEGAL\MAI\MAUREEN\PLEADING\97-238\97238NOF-0910B.doc

**IN THE MATTER OF QWEST CORPORATION'S
SECTION 271 APPLICATION**

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

FINAL REPORT ON QWEST'S COMPLIANCE

With

**CHECKLIST ITEM: NO. 11 - LOCAL NUMBER
PORTABILITY (LNP)**

SEPTEMBER 17, 2001

I. FINDINGS OF FACT

A. PROCEDURAL HISTORY

1. On March 5, 2001, the first Workshop on Checklist Item No. 11 (Local Number Portability - LNP) took place at Hewlett-Packard's offices in Phoenix. Parties appearing at the Workshops included Qwest Corporation¹, AT&T, MCI WorldCom, Sprint, Electric Lightwave, Inc., Rhythms Links, Inc. and the Residential Utility Consumer Office ("RUCO"). Qwest relied upon its Supplemental Affidavit filed on June 30, 2000. Additional Comments were filed on August 3, 2000 by AT&T, WorldCom, Rhythms and ELI. Qwest filed Rebuttal Comments on August 10, 2000 and October 20, 2000.

2. On May 14, 2001 a second follow-up workshop was conducted to discuss remaining issues regarding LNP.

3. The Parties resolved many issues at the three Workshops held on August 16, 2000, March 5, 2001 and May 14, 2001. Outstanding issues from the August 16, 2000 Workshop included a commitment by the parties to address take back issues for resolution at the follow-up workshops held on March 5, 2001 and May 14, 2001. At the conclusion of the May 14, 2001 workshop, a number of issues remained to be resolved, and went to impasse. Following are Staff's Proposed Findings of Fact and Conclusions of Law.

B. DISCUSSION

1. Checklist Item No. 11

a. FCC Requirements

4. Section 271(c)(2)(B)(xi) of the 1996 Act requires a BOC to be in compliance with the number portability regulations the Commission has adopted pursuant to Section 251 of the 1996 Act.

5. Section 271(c)(2)(B)(xi) of the 1996 Act states that "[u]ntil the date by which the Commission issues regulations pursuant to section 251 to require number portability," a Section 271 applicant must provide "interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other

¹ As of the date of this Report, U S WEST Communications, Inc. has merged with Qwest Corporation, which merger was approved by the Arizona Commission on June 30, 2000. Therefore, all references in this Report to U S WEST have been changed to Qwest.

comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible.”

b. Background

6. The 1996 Act defines number portability as “the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.” 47 U.S.C. § 153(30).

7. Two specific Performance Indicator Definitions (“PIDs”) have been agreed to by the Arizona Test Advisory Group (“TAG”):

1) OP-8B - Coordinated Local Number Portability (LNP) Timeliness (percent). This performance indicator measures the percentage of LSA triggers, also referred to as LNP triggers, that Qwest translates (“sets”) in the switch prior to the scheduled start time for the unbundled loop cutovers. The unbundled loop cutovers require coordination between Qwest and the CLEC. If the LSA trigger is set prior to the start of the cutover, the CLEC controls the activation of number portability without the need for any involvement by or coordination with Qwest.

2) OP-8C - Non-Coordinated LNP triggers Set on Time (percent). This performance indicator measures the percentage of LSA triggers that Qwest sets prior to the Frame Due Time (“FDT”) for all LNP orders for which coordination is not required. The FDT is established by the CLEC on their service order. If the LSA trigger is set prior to the FDT, the CLEC controls the activation of number portability without the need for any involvement by or coordination with Qwest.

Id. at p. 6

c. Position of Qwest

8. Qwest completed its initial deployment of long-term number portability in the Phoenix MSA on August 3, 1998 and the Tucson MSA on November 2, 1998. June 30, 2001 Supplemental Affidavit of Margaret S. Bumgarner at p. 2. Since that time, Qwest has deployed LNP based on bona fide requests received from CLECs according to the FCC’s rules. Id. Qwest stated that the remaining Arizona switches would be converted by October 2, 2000, making LNP available to 100% of Qwest’s access lines in Arizona. Id.

9. Qwest’s LNP process team has continued to meet weekly to improve the provisioning and repair processes for LNP. Id. at p. 3. Qwest has provided timely

updates of the documentation of procedures to CLECs for ordering, provisioning, maintenance and repair of number portability arrangements. Id.

10. At the request of several CLECs, Qwest now offers as a standard product offering, out-of-hours LNP provisioning. Id. at p. 3. Out-of-hours provisioning of LNP is provided for in the SGAT in Section 10.2.6 and is also described in the Interconnect and Resale Resource Guide ("IRRG"). Id.

11. Qwest provides long-term number portability using the Location Routing Number ("LRN") architecture. Id. at p. 3. LRN is an addressing and routing method that allows the re-homing of individual telephone numbers to other switches through the use of a database. Id. The Number Portability Administration Center ("NPAC") database is currently provided and administered by NeuStar as a neutral third party administrator. Id. Unlike interim number portability methods, LNP does not operate by routing a telephone call through the Qwest central office switch that originally served the specific telephone number. Id. at p. 4. An Advanced Intelligent Network ("AIN") trigger, the Line Side Attribute ("LSA"), also called the "10-digit unconditional trigger", causes a query to be launched to a local LNP database to determine the new routing address and sends the call to the switch that currently serves that telephone number for call completion. Id.

12. The pre-setting of the LSA triggers allows the CLEC to control the activation of number portability on the due date. Id. at p. 4. The translation in the switch of a LSA trigger, referred to as "setting a trigger", causes call termination with the original "donor" switch to a specific line's telephone number to be suspended and a query is sent to the LNP database for routing information. Id. If the telephone number in the LNP database shows that the number has not been ported yet, the call is terminated in the original switch as usual. Id. If the telephone number in the LNP database shows that porting has been activated by the CLEC, the new routing information is returned and the call is routed to the CLEC's switch for call termination. Id. When the LSA trigger is set on a telephone number prior to the Frame Due Time or prior to the start time of an unbundled loop cutover, the CLEC controls the activation of number portability. Id.

13. Qwest has resolved an issue concerning the reassignment, or duplicate assignment, of ported numbers. Id. at p. 4. When Qwest initially deployed its new number administration system, Customer Number ("CNUM"), there were occasions when Qwest reassigned the CLEC's ported numbers to one of its retail customers. Id. When Qwest identified what was causing the reassignment of some ported numbers in August 1999, it immediately took corrective action and put processes in place to prevent the release of ported numbers into its number assignment system. Id. at p. 5. Qwest made a trouble report to the number portability database vendor and the vendor fixed the problem on October 3, 1999. Id. To ensure the accuracy of its database, the CNUM project team re-verified the ported numbers for all states for all prefixes (NXXs) that had already been converted to CNUM. Id. No further problems have been experienced since October 1999 with reassignment of ported numbers. Id.

14. Qwest is currently implementing the performance indicators for LNP developed in the Arizona workshops. Id. at p. 6.

d. Competitors' Position

15. In their July 22, 1999, preliminary statements of position on Qwest's compliance with all Checklist Items, AT&T stated that Qwest is not meeting its responsibilities with respect to LNP in that Qwest has imposed a cumbersome process of transferring ("porting") numbers and has imposed limitations on how many numbers may be ported per day to CLEC customers. AT&T Ex. 1 at p. 12. In addition, Qwest procedures do not allow new entrants to port numbers except during business hours. Id. at p. 13. AT&T also stated that Qwest has failed to put forth any data on the manner in which it provides LNP to CLECs. Id. Without such data, it is impossible to determine if Qwest is meeting its obligations with respect to Checklist Item No. 11. Id.

16. Other CLECs filing comments on July 22, 1999, included MCIW, Cox, ELI, e-spire, Rhythms, Sprint and NEXTLINK. MCIW stated that it has had conversion problems with interim LNP. ELI stated that Qwest fails to provide adequate processes to insure that numbers are ported properly which causes ELI customers to experience serious problems. ELI also stated that it joined in the position statements filed by the other CLECs. e-spire stated that Qwest is not in compliance with Checklist Item 11 in that Qwest often does not coordinate porting of numbers with the actual physical cutover of service from Qwest to e-spire. e-spire also stated that often, Qwest incorrectly ports numbers so that the new e-spire customer cannot receive calls. NEXTLINK stated that Qwest's programs, policies and procedures for the transition from interim number portability to permanent number portability have imposed enormous burdens and costs on carriers such as NEXTLINK, as well as their customers. Rhythms did not offer a Statement of Position on Checklist Item 11. Sprint stated that it has had no experience with Qwest's implementation of number portability in Arizona.

17. Cox stated that it has experienced many problems with Qwest's provisioning of interim and long-term number portability as listed: 1) Qwest does not provide staffing or support to allow Cox to port customers on Saturday, 2) Cox has experienced a high percentage of failed porting attempts due to the trigger not being set within the Qwest switch, 3) Qwest frequently states that they cannot respond to Cox's porting requests on a timely basis due to the fact that they are processing INP-to-LNP conversions, 4) several customers that have ported their numbers from Qwest to Cox have experienced continued billing from Qwest, 5) the LNP group within Qwest is hard to reach and non-responsive to Cox's requests for problem resolution, and 6) in numerous instances, Qwest has reassigned numbers ported to Cox customers to new Qwest customers. Cox states that Qwest is not in compliance with Checklist Item 11.

18. Before the first Workshop on Checklist Item 11, parties were given an opportunity to file updated comments on Qwest's performance. Cox filed additional comments on Checklist Item 11 on October 20, 2000. AT&T and MCIW filed comments on Checklist Item 11 on November 3, 2000.

19. Cox had numerous concerns relating to portability problems it continues to have with Qwest. Because Cox uses its own network facilities, number porting is the key Qwest service used by Cox in migrating customers from Qwest. 5-Cox-1 at p. 1. Cox states that although Qwest asserts that it is updating procedures and timely providing documentation to CLECs, Cox's experience is otherwise in that Cox does not receive timely updates of all procedures. *Id.* at p. 2.

20. Cox commented that Qwest states that it has created a better process for pre-setting an LSA trigger. 5-Cox-1 at p. 2. That system is an improvement *if* Qwest does not disconnect a former Qwest customer until the port is completed. *Id.* Once the customer is disconnected from the Qwest network before the port occurs, the trigger disappears. *Id.* This problem arises particularly where a due date is pushed out, but Qwest disconnects that customer on the *original* due date. *Id.* At that point, the CLEC has no control over the activation of number portability and the CLEC must go through a time consuming process with Qwest to get the customer reconnected to Qwest until the new due date. *Id.* at p. 3. This premature disconnect activity by Qwest occurs frequently. *Id.* Cox also stated that Qwest is still improperly reassigning numbers ported to CLECs, despite its statements to the contrary. 5-Cox-1 at p. 3.

21. In Cox's comments, it identified the problems it has experienced with Qwest's LNP within several categories as discussed below: 1) improper rescission of firm order commitments, 2) premature porting by Qwest, 3) failure to provide notice of changes in procedures/failure to follow stated procedures, 4) inadequate porting time periods, and 5) improper reassignment of ported numbers. 5-Cox-1 at p. 2-7.

a) Improper Rescission of Firm Order Commitment ("FOC")

22. Cox stated that Qwest regularly rescinds FOCs for number porting. 5-Cox-1 at p. 3. Occasionally, Qwest will rescind the FOC without notifying Cox. *Id.* Because Qwest often rescinds the FOC several days after the FOC is sent to Cox, in many instances Cox has already notified the customer of the porting date. *Id.* Cox must then contact the customer to cancel that date, often without a firm date for rescheduling. *Id.* The problem results from Qwest conducting a delayed "clean up" of its ordering system that rejects FOCs already issued. *Id.* This issuance/rescission pattern may create an improper impression that Qwest is satisfying LNP or FOC performance measures when in fact it is not. *Id.* Cox went on to state that the FOC rescission problem occurs up to several times a day. *Id.* at p. 4. Qwest must institute a process that ensures an FOC is indeed "firm" which is something they have not done. *Id.*

b) Premature Porting by Qwest

23. Cox stated that Qwest regularly completes orders either: (i) prior to the agreed to porting time frame or (ii) even though Cox has timely and properly notified Qwest of the need to change or cancel the due date. 5-Cox-1 at p. 4. This results in potential Cox customers left without dial tone, which takes significant time and effort to

reconnect. Id. Qwest appears unwilling or unable to stop the disconnect within Qwest's system even with advance notification, and even if it leaves the customer without dial tone. Id. at p. 4-5. Additionally, if the billing information is deleted, Qwest requires that a new customer account be established before the customer can be ported to Cox, thus causing delay in the customer transfer to Cox and significantly increasing Cox's paperwork for the transfer. Id.

24. Qwest is supposed to disconnect the customer after normal business hours (approximately 8:00 p.m. MST) but is disconnecting numbers throughout the day in complete disregard of the agreed-to times for disconnection. 5-Cox-1 at p. 5. This results in premature disconnection where porting does not occur as scheduled due to circumstances such as customer unavailability. Id. It does not allow Cox adequate time to change the due date prior to disconnection. Id. This problem occurs on a regular basis and also several times a day. Id. The problem is further exacerbated by the difficulty of Qwest's escalation process beyond the call center since calls and pages are not returned and resolution to problems is simply put off without any effort to facilitate such resolution in a timely manner. Id. Qwest must improve its ability and willingness to respond to due date changes up to the time of disconnect to ensure that customers do not experience either service interruptions or delays in transferring to Cox. Id. at p 5-6.

c) Failure to Provide Notice of Changes in Procedures/Failure to Follow Stated Procedures

25. Cox indicated that Qwest has repeatedly modified processes for number porting and related escalation procedures without timely notifying Cox. 5-Cox-1 at p. 6. Qwest does not discuss procedure changes with Cox in advance to identify potential difficulties with the proposed changes. Id. Although Cox has frequently raised process concerns with Qwest, Qwest continues to require processes that are not timely or properly communicated to Cox. Id.

d) Inadequate Porting Time Periods

26. Qwest does not provide the same installation coverage for Cox as it does for itself. 5-Cox-1 at p. 6. Qwest limits Cox's Saturday porting from 6:00 a.m. to 2:00 p.m. which is affected twice a year by Daylight Savings Time. Id. Qwest, however, provides equivalent service to its customers from 8:00 a.m. to 5:00 p.m. on Saturdays, which is not affected by Daylight Savings Time. Id. at p. 7. Qwest is able to activate customers over a significantly broader range of time on Saturdays than Cox because Cox is limited by restrictions on Qwest's number portability support. Id. Although Cox has an obligation to provide Cox with service that is equivalent to that which it provides itself, Qwest repeatedly has refused Cox's requests for equivalent Saturday coverage. Id.

e) Improper Reassignment of Ported Numbers

27. Cox indicated that on multiple (and recently increasing) occasions, Qwest has assigned telephone numbers to Qwest customers that have already been ported to Cox

customers. 5-Cox-1 at p. 7. Resolution of improper number assignments is slow and difficult given Qwest's procedures. *Id.* Qwest still needs to improve its internal processes to eliminate the potential for these improper reassignments. *Id.*

28. AT&T in its Comments stated that Qwest does not meet the minimum standards for compliance with Checklist Item 11 for primarily two reasons. 5-AT&T-1 at p. 39. First, Qwest's SGAT contains insufficient detail to satisfy Qwest's obligations for providing number portability. *Id.* Second, AT&T has experienced a high percentage of problems with Qwest number portability. *Id.* The problems can be grouped into the following categories: 1) loss of outbound and inbound service (caused by premature porting); loss of inbound service (caused by late porting); 2) poor notification of cutovers and cutover problems; 3) failure to address problems caused by Qwest features; 4) problems in testing during and after cutover; 5) problems with IMA in ordering number portability; 6) improper billing after cutover; and 7) reassignment of ported numbers. *Id.* at p. 39-40.

29. AT&T states that SGAT Section 10.2.1 only addresses coordinated cutovers for number ports where unbundled loops are involved. 5-AT&T-1 at p. 41. AT&T went on to state that it also has concerns with the Qwest processes for coordinated number porting where AT&T provides its own loop over Hybrid Fiber Coax ("HFC") facilities. *Id.* Qwest must provide coordinated cutover where the CLEC is self-providing the loop and must revise 10.2.1 to provide for coordinated cutovers for all number ports. *Id.*

30. AT&T stated that Section 10.2.2 provides insufficient detail on Qwest's responsibility to comply with the FCC's rules on number portability. 5-AT&T-1 at p. 41. This Section should make reference to these industry guidelines by specifying the guidelines of the Industry Numbering Committee of the ATIS Practices. *Id.* Also, additional detail should be added on industry guidelines. *Id.* at p. 42. AT&T recommends amending Section 10.2.2 and adding new provisions to this section to assure that Qwest continues to comply with standards set by the FCC and appropriate standards bodies. *Id.*

31. Regarding Section 10.2.6 of the SGAT, AT&T claimed that the intervals specified for number ports by Qwest are too long. 5-AT&T-1 at p. 43. Shorter intervals should be contemplated for these ports where UNE loops are not involved. *Id.* Also, the longer intervals for large orders take effect at thresholds that are too low. *Id.* Section 10.2.6 also contains an exception for situations where facilities are not available. *Id.* at p. 44. This exception should be removed, as there are no facilities issues with number portability. *Id.* The porting of a number from Qwest to a CLEC frees up facilities and therefore, no additional facilities are required. *Id.* Accordingly, Section 10.2.6 should be modified. *Id.*

32. AT&T also argued that there is no provisioning related to managed cutovers for number portability. 5-AT&T-1 at p. 44. Provisions that Qwest has proposed

for managed cuts are inappropriate and insufficient. *Id.* at p. 45. AT&T recommends SGAT language be added starting at Section 10.2.10. *Id.*

33. AT&T proposes that a new SGAT Section, 10.2.11, be added to specify the circumstances under which one of the parties may charge for a database dip for number porting. 5-AT&T-1 at p. 46. Without this new language, CLECs may be incorrectly charged by Qwest. *Id.*

34. AT&T also proposes that language be added as a new Section 10.2.12 to provide for joint administration of the Service Management System ("SMS"). 5-AT&T-1 at p. 47. This will insure that Qwest fulfills its obligation to properly update the SMS when a number is ported and to work with the CLEC if problems arise. *Id.* at p. 48.

35. Additional language needs to be added to the SGAT to better describe the processes involved in ordering LNP. 5-AT&T-1 at p. 48. First, language must be added to require Qwest to respond promptly to the CLEC with a Firm Order Confirmation ("FOC"). *Id.* AT&T proposes to add a new Section 10.2.13.1 to the SGAT regarding this issue. *Id.* Second, an additional section is needed for porting to unassigned numbers at the CLEC's request due to special needs of some customers. *Id.* AT&T proposes that additional language be added as Section 10.2.13. *Id.*

36. To address AT&T's concern over problems with Qwest's commitment to perform number ports after hours and on weekends, AT&T recommends a new Section 10.2.14. 5-AT&T-1 at p. 49.

37. AT&T argued that additional language needs to be added to the SGAT for the cutover of LNP orders. 5-AT&T-1 at p. 50. Language needs to be added to assure cooperation between the parties to limit service outages for ported subscribers. *Id.* AT&T recommends language be added as a new Section 10.2.15. *Id.* AT&T also recommended provisions to the SGAT to help Qwest's processes for handling number porting as SGAT Sections 10.2.16.1, 10.2.16.2 and 10.2.16.3. *Id.* at p. 51. Additionally, AT&T proposed Section 10.2.17 which establishes a process for dealing with excluded numbers that insures that certain restricted numbers will not be ported. *Id.*

38. SGAT Section 10.2.18 should be added for porting of mass calling numbers in order for Qwest to not restrict the porting of numbers that have been designated as numbers assigned to "choke" network facilities. 5-AT&T-1 at p. 51. Additionally, Sections 10.2.19.1 and 10.2.19.2 should be added for the porting of Direct Inward Dial ("DID") block numbers so that the CLECs have the opportunity to win part of a customer's DID business and have those numbers ported properly. *Id.* at p. 52.

39. AT&T discussed the following additional concerns regarding Qwest's provisioning of number portability. 5-AT&T-1 at p. 53.

a) Loss of outbound and inbound service (caused by premature porting)

40. When Qwest ports a customer number to AT&T before the loop is ready, the customer loses service. Id. This can happen in two different situations: 1) when AT&T requests a loop for the customer from Qwest; and 2) when AT&T provides its own loop to the customer. Id. AT&T states that this problem is happening far too often. Id. In the first situation, when AT&T requests a loop and a number port from Qwest to serve a customer, the cutover of the loop from the Qwest switch to the AT&T switch must be concurrent with the porting of the number. Id. If the number is ported before the loop is cutover, the customer's service is disconnected. Id. This condition can be fixed either by successfully cutting over the loop that is being leased from Qwest or by reinstating service on the Qwest switch, effectively unporting the number. Id. at p. 53-54. In the second situation, AT&T provides a new loop to a customer, either via its cable telephony or fixed wireless facilities. Id. When AT&T requests the customer be ported for this new physical loop, if the number is ported by Qwest before the new loop is in place, the customer will lose telephone service which results in the same impact as identified in the first situation listed above. Id. This condition can be fixed either by successfully cutting over the loop or by reinstating service on the Qwest switch, effectively unporting the number. Id. In both situations, there must be good communication and coordination between Qwest and the CLEC which is not happening in many cases. Id. Qwest must review its processes with AT&T and other CLECs to determine how cases of early porting can be reduced. Id.

b) Loss of inbound service (caused by late porting)

41. If a leased loop or self-provided loop is cutover to the customer before the number is ported, the customer will be able to dial out (*i.e.*, place calls) but the customer will be unable to receive calls from any callers other than those callers that are also receiving service from the AT&T switch. 5-AT&T-1 at p. 55. This problem occurs when the new loop is physically cut over, but the number portability databases are not updated with the correct information. Id. Late porting is often caused by a lack of coordination in the Qwest processes. Id. The end-user number should be ported at the same time as the loop is cut over. Id. Qwest should be required to review its processes with AT&T and other CLECs to determine how cases of late porting can be reduced. Id.

c) Poor notification of cutovers and cutover problems

42. Qwest is failing to notify AT&T in a timely manner, and sometimes not at all, of: 1) a cutover that is complete; and 2) problems with the cutover. 5-AT&T-1 at p. 56. This is a process and communication problem that must be solved by Qwest in consultation with the CLECs. Id. Additionally, Qwest should add SGAT language to require prompt notification to the CLECs for the following: notification of completion of

the number portability process for a particular order; notification of in-process problems which require CLEC action to correct; notification of any logistical problems in completing an order; notification of problems within Qwest which are causing problems with the completion of the order; notification of need to delay in completing the order; or notification for any other reason. Id.

d) Failure to address problems with the interaction of Qwest switch features and ported numbers

43. Qwest appears to have a serious problem with the interaction of their new redial feature with some ported numbers. 5-AT&T-1 at p. 56. If AT&T ports a customer to AT&T service and the customer does not select voicemail as an option, the Qwest redial feature is giving Qwest customers a recorded disconnect message of the type, "The number you are dialing has been disconnected" when they try the redial feature to the ported number. Id. at p. 57. AT&T also stated that when the Qwest customers called Qwest to complain about this problem, Qwest told them that the reason this was happening was due to a problem with AT&T and that if their friend would switch back to Qwest, the problem would go away. Id. When AT&T contacted Qwest, Qwest refused to open a trouble ticket on the problem, blaming AT&T for the problem when in fact, the problem is a Qwest problem. Id. The Qwest switch is not checking the SS7 messages and status of the ported numbers correctly. Id. AT&T declared that it entered 46 trouble tickets relating to this problem and that Qwest refused to work the problem until a Vice President at AT&T threatened to escalate it to a Vice President level at Qwest. Id. Qwest must institute processes and procedures to quickly address new problems that occur with number portability. Id. There may be additional interaction between number portability and new features as Qwest adds them to their switches and Qwest must have a better way to address these problems quickly. Id. at p. 57-58. Qwest should add language to the SGAT to address this type of problem. Id.

e) Problems in testing during and after cutover

44. AT&T has encountered problems in testing during number porting with Qwest. 5-AT&T-1 at p. 58. There have been occasions when no tester was available at Qwest, when the testers at Qwest said that they did not have time to do the testing, and when testing was in progress and Qwest inappropriately terminated the testing. Id. Most of the problems seem to be indicative of a lack of resources at Qwest to do the testing and poor communications by Qwest with the CLEC. Id. The SGAT should be revised to address this testing concern to insure that Qwest will work with the CLEC to adequately test during number porting. Id.

f) Problems with IMA in ordering number portability

45. AT&T has encountered problems with the Qwest Interconnection Mediated Access ("IMA") system, which is one of the interfaces that Qwest offers CLECs to order number portability. 5-AT&T-1 at p. 58. These problems fall into several categories: IMA system unavailable; IMA system will not allow a change in customer

address (on occasion); IMA will not provide customer name or address (on occasion); or other miscellaneous problems. Id. AT&T is hopeful that these problems will be addressed during the systems testing process that is being conducted by Qwest in association with the ROC test. Id. at p. 59.

g) Improper billing after cutover

46. AT&T and its customers have experienced problems with Qwest billing processes associated with number portability. 5-AT&T-1 at p. 59. The most prevalent problem is when former Qwest customers continue to receive bills for local service from Qwest after the number has been ported to AT&T. Id. An associated problem is the accuracy of the wholesale bill that Qwest sends to AT&T for the loop, when AT&T is leasing facilities from Qwest. Id.

h) Reassignment of ported numbers

47. In late 1999 and early 2000, Qwest had a process problem with the assignment of phone numbers to new Qwest customers. 5-AT&T-1 at p. 59. Qwest has described what it has done to remedy this problem and assures CLECs that it has been corrected. Id. AT&T stated that it will continue to monitor this issue. Id.

48. MCIW stated that at present, number portability is usually implemented smoothly and with few problems. 5-WCom-1 at p. 10. However, initially MCIW frequently experienced extended outages during number porting with Qwest, sometimes because Qwest would port the number prematurely. Id. at p. 11. In other instances, service would be interrupted several days after the initial porting, or the port of a customer's service would have to be delayed because there was a problem finding or scheduling the conversion. Id. MCIW states that it attributes the improvement to detailed procedures that have been developed by Qwest, MCIW and other CLECs that helps ensure each party is aware in advance of the requirements and steps that will be taken to order, schedule and, if necessary, reschedule porting activity to ensure minimal customer disruption. Id. MCIW recommends that these details need to be included in Qwest's SGAT since they are currently lacking. Id.

49. MCIW's principal concern is that the proposed SGAT lacks sufficient detail in Section 10.2 to satisfy the minimum requirements for LNP under the Act and FCC regulations. 5-WCom-1 at p. 11. In the absence of provisions adequately describing the parties obligations, there is no way to ensure timely and efficient porting of numbers using LNP. Id.

50. MCIW seeks modification of Sections 10.2.1.2 and 10.2.5.3, which describe Qwest's, obligation to employ a 10-digit trigger. 5-WCom-1 at p. 20. Proper implementation of the 10-digit trigger feature is essential to ensuring the smooth transfer of numbers from one carrier to another and protecting customers against loss of service. Id. Therefore, MCIW requests modifications to clarify trigger language within Section 10.2. Id. at p. 21. MCIW also requests that Qwest delete the first sentence in Section

10.2.1.2. *Id.* MCIW states that Qwest made an incorrect statement in that the FCC did not adopt a solution, but rather stated that they found the LNP LRN method to be consistent with their performance criteria for porting. *Id.*

51. Section 10.2.5.3 references some nondescript limitations which would negate Qwest's offering of adherence to a Due Date/Frame Due Time. 5-WCom-1 - at p. 21. MCIW requests language justifying the specific circumstances under which Qwest would not provide or abide by a Due Date/Frame Due Time. *Id.*

52. MCIW requests a small edit to SGAT Section 10.2.2.6 in which Qwest states that neither party shall be required to provide number portability for excluded numbers. 5-WCom-1 at p. 22. MCIW requests to clarify those numbers are limited to *only* those which are excluded by the FCC. *Id.*

53. MCIW proposed adding language to ensure necessary changes are made to the 911/E911 databases. 5-WCom-1 at p. 22. Although Qwest agreed to this proposed revision as Section 10.2.2.12, MCIW is concerned with the use of the phrase "completion date" in the section. *Id.* at p. 23. MCIW believes Qwest is using the term "completion date" to be the "day following the activation of the customer's service on the new service provider's switch". *Id.* If the phrase "completion date" is going to be used here it should be defined in Section 10.2.2.12 in the last sentence as the day following the activation of the customer's service on the new service provider's switch. *Id.*

54. MCIW suggested incorporating a number of provisions setting forth Qwest's obligations to facilitate the CLECs ability to meet their customers' particular needs. 5-WCom-1 at p. 23. MCIW requested that language be added to address Qwest's obligation to port thousand-number blocks as follows:

Portability for a thousand block (NXX-X) of numbers shall be provided by utilizing reassignment of the block to CLEC through standard industry ordering principles, as contemplated in the Local Exchange Routing Guide.

55. Regarding Section 10.1.2.18, Qwest had requested that MCIW determine if the addition of this section into Section 10.2 as subsection 10.2.2.11 would address MCIW's concerns relating to reassignment of the pooled block of numbers. 5-WCom-1 at p. 24. MCIW stated that whichever language is approved, the text should state that the reassignment of the pooled block is done by the pool administrator. *Id.*

56. MCIW proposed language to the SGAT that permits CLECs to port numbers that have been reserved by end-user customers in anticipation of growth. 5-WCom-1 at p. 24. The SGAT should also anticipate the circumstance that a customer may desire to reserve additional numbers and have them ported to the new carrier at the time of the transfer. *Id.* at p. 24-25. While Qwest agreed to add limited porting of reserved numbers with new language assigned to Section 10.2.2.13, it refused to add porting of unassigned numbers. *Id.* Section 10.2.2.13 as proposed by Qwest now reads:

Porting of Reserved Numbers. The Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port numbers previously reserved by a customer via the appropriate retail tariff.

57. Finally, the SGAT should explicitly allow customers to geographically relocate at the same time they port their telephone numbers to a new carrier. 5-WCom-1 at p. 25. Again, while Qwest proposed Section 10.2.2.14 to address MCIW's concern, MCIW cannot agree to the additional language requiring the relocation to be subject to the same local calling area rate structure. *Id.* at p. 26. MCIW remains concerned that this would require a CLEC to have the same rate structure as Qwest, which would limit customer choices. *Id.*

58. At the May Workshop, Cox raised the issue of a new PID, given the critical nature of the premature disconnect problem. Tr. p. 1808. Cox stated that there was a need to create some sort of performance measure addressing premature disconnections and ultimately include that performance measure as a part of the Performance Assurance Plan. Tr. p. 1808.

59. AT&T indicated that it should be a two-part PID. Part A would be for disconnect of number portability with loops and Part B would be for number portability with CLEC provided loops. Tr. p. 1810.

60. AT&T had proposed a two-part solution. Tr. 1822. The first part was to hold disconnects until the day after. Tr. 1822. The other part of the solution was to actually coordinate the disconnect with the CLEC activation of the port. Tr. 1822. AT&T described the BellSouth Solution which actually looks for confirmation from NPAC. Tr. p. 1823. In other words, the confirmation or data comes back from NPAC that the CLEC has activated the number port before the disconnect in the switch is effected. Tr. 1823. AT&T stated that while the solution that Qwest is implementing will get a large percentage of the numbers, there still may be some that slip through that extra-day window. Tr. 1823. AT&T stated that what it would like to see in the long run is a fully automated system that fully coordinates the disconnect with the port of the number. Tr. 1823. The process is described at 5 AT&T 15.

61. In one month, February, 2001, Cox stated that it had 66 customers that had been disconnected. Tr. 1831. Cox also stated that it wanted to make sure that the process worked. Tr. 1831.

62. Cox also described the problem it was having with rescinded FOCs in more detail at the May Workshop. Tr. 1844. Cox receives a mechanized automatic FOC which says it is good to go. *Id.* And then later there is human intervention which says it is not good to go, and its rejected after the FOC. *Id.* Those rejections are happening 15 minutes to 13 days later. *Id.* 5-Cox-2 contained copies of all the rescinded FOCs from January through April, 2000. *Id.* 5-Cox-2 contained approximately 1000 instances of

rescinded FOCs during that time period. *Id.* The problem is that Cox has a porting cycle of four days per Qwest's publication. Any interruption in the flow of that jeopardizes the due date. *Tr.* p. 1845. Cox misses its due date to its customer. Cox has even had orders rescinded after it has ported the order. *Tr.* p. 1845. Qwest sends an e-mail saying that the FOC has been rescinded. *Id.* AT&T has experienced the same problems with rescinded FOCs. *Tr.* p. 1851.

63. Some of the reasons for this were that there may be a pending order in the Qwest order cycle or the service had been less than some period of time. *Tr.* pps. 1847-48. These among other reasons disrupt a CLEC order. *Tr.* 1848. Cox stated that its basic position was that a FOC shouldn't be rescinded, and if it has to be there should be some communication with the CLEC. *Tr.* p. 1850.

e. Qwest Response

64. In its February 19, 2001 written response, Qwest addressed the comments of AT&T and MCIW. Qwest's comments and agreements with proposed SGAT language were the result of workshops not only conducted in Arizona, but also Washington, Oregon and the Seven State process. While Qwest realizes that Cox has not been a party to these discussions in other jurisdictions, Qwest is hopeful that the resolution on issues resulting from prior workshops are deemed acceptable by Cox. Qwest February 19, 2001 Rebuttal of Margaret S. Bumgarner at p. 3.

65. Qwest states as an overview, that it has deployed long-term number portability in all of its central offices in Arizona as of October 2, 2000 making LNP available to 100 percent of its access lines. *Id.* at p. 1. Qwest has continued to evolve and improve its LNP provisioning and repair processes, including the offering of coordinated conversions (referred to as "managed cuts") twenty-four hours a day, seven days a week. *Id.*

66. Qwest stated that it made substantial changes to its SGAT Section 10.2 for Local Number Portability. *Id.* at p. 2. Qwest also modified the LNP section to incorporate AT&T and MCIW's requests to provide more detail regarding LNP obligations. *Id.*

67. Regarding coordination with CLEC-provided loops and disconnects (Sections 10.2.2.4 and 10.2.5.3.1), Qwest addresses both issues as they are inter-related. *Id.* at p. 3. Qwest states that on the issue of premature porting, the industry has been working together to develop procedures for porting and specifically to address situations described by AT&T and Cox when the customer or the CLEC is not ready and must delay or cancel the port. *Id.* at p. 3-4.

68. Qwest stated that as far as the LNP portion of the orders, both with and without an Unbundled Loop, the CLEC controls the activation of the port by sending a message to the Number Portability Administration Center ("NPAC") database which is administered by a third party, Neustar. *Id.* at p. 4. The NPAC broadcasts a message to

all service providers' LNP databases that the port is activated. Id. Qwest does port a number prematurely or late. Id. Qwest sets the unconditional 10-digit trigger in the switch prior to the Due Date and Frame Due Time ("DD/FDT") established by the CLEC on its service order and, at that point, Qwest's provisioning of LNP is complete. Id. LNP is pre-provisioned by Qwest for the CLEC to activate on the due date. Id.

69. Regarding AT&T's concerns over Qwest's failure to notify AT&T if it does not postpone the port in a timely manner or if the port is late, Qwest does not notify AT&T when a LNP cutover is complete. Id. at p. 5. The CLEC controls the activation of the port through messages sent to the NPAC that are broadcast to all service providers' LNP databases. Id. The CLEC essentially notifies Qwest when the port is complete via the active message sent the NPAC, not the reverse. Id.

70. Qwest stated that with respect to AT&T's proposal that Qwest include a requirement in the SGAT that it will coordinate LNP with CLEC-provided loop cutovers at no charge, Qwest is not involved with the cutover of the CLEC-provided loop and does not send the activate messages to the NPAC for LNP. Id. at p. 5. Qwest does provide for a "managed cut" process in the SGAT for number portability that allows the CLEC to request Qwest personnel to stand-by during the cut-over in case there is a problem. Id. Qwest also provides operational and technical support through the repair process for non-managed ports. Id.

71. With regard to the issue of coordination with the CLEC-provided loop in Section 10.2.5.3.1, Qwest cannot agree to AT&T's proposal that Qwest hold the disconnect of the translations from Qwest's switch after the port is complete for 24 hours after the due date. Id. at p. 6. According to Qwest, in some cases, Qwest has received calls from a CLEC with insufficient time to stop the disconnect or even after the disconnect has occurred, including calls the day after the due date or even days later. Id. Qwest states that it must process the disconnect service order on the due date. Id. Qwest is unable to hold the disconnect until the day after the due date or several days later without causing billing problems, operational problems, and late update to the 911 database. Id. at p. 6-7. The CLEC must notify Qwest in a timely manner to delay the disconnect of the Qwest retail service. Id. Qwest has always allowed CLECs to specify a later FDT for the disconnect, up to 11:59 p.m. on the due date, in case they scheduled the customer's appointment late in the day. Id. Qwest has revised its standard disconnect time to be 11:59 p.m. on the due date to provide four additional hours for CLECs to notify Qwest of orders that need to be delayed or cancelled. Id. This is consistent with the industry's practices for disconnect times on the due date. Id. Qwest recently changed its disconnect time to 11:59 p.m. of the due date and has extended its center hours during the week and on Saturdays which will provide CLECs an additional four hours to notify Qwest of changes to LNP orders that would require stopping the automatic disconnect of the translations from the Qwest switch. Id. at p. 8.

72. Finally, Qwest agrees with AT&T that the intervals stated in Section 10.2.5.2 are for LNP-only and do not reflect the interval where Unbundled Loops are

involved. *Id.* at p. 9. Qwest has agreed to revise its intervals to those recommended by AT&T. *Id.*

73. On June 19, 2001, Allegiance Telecom, Inc. ("ATI") filed a statement in support of Qwest's compliance with Checklist Item 11. ATI stated they have been very pleased with Qwest's timeliness and efficiency in porting numbers. *Id.* at p. 2. Qwest's proposal to hold the disconnect of the switch translations up to 11:59 p.m. of the day after the due date is an example of Qwest's willingness to go beyond what is minimally required to meet customer needs and address CLEC concerns. *Id.*

74. In the Workshop on May 17, 2001, Qwest announced that it would be implementing a solution to the problem of knowing when the CLEC has completed their provisioning work. *Tr.* p. 1800. Qwest would hold the switch disconnect, the translations coming out of the switch, until the day after the due date, 11:59 p.m. of the day after the due date or the next business day after the due date. *Id.* Qwest stated that the change would begin June 1, 2001. *Id.*

75. The first phase of the change was to move the switch translations disconnect. *Tr.* p. 1801. It will hold those disconnects until the day after. *Id.* The service order itself will continue to process like normal. The billing systems will be on the due date unless Qwest is called and told that it needs to change the due date or cancel. *Tr.* pps. 1801-02. The second phase of the mechanization would go in place by the end of August or September 1, 2001, which will actually hold the service order until the next day. *Tr.* p. 1802. That will hold the billing change and will also delay the 911 update by a day. *Tr.* at p. 1802. When asked for documentation that describes the changes, Qwest Witness Bumgarner indicated that it was being distributed in the CICMP. *Tr.* pps. 1803-04.

76. Qwest Witness Bumgarner stated that Qwest would use this as the means to deal with the disconnect problem but that they would continue looking at other ways to deal with service order, updating all of the downstream systems because there still would be a need to do that. *Tr.* at p. 1806. Qwest Witness Bumgarner stated that even with the solution Qwest was putting in at the end of August, 2001, it would not deal with all of the downstream systems. *Tr.* p. 1807.

77. Qwest Witness Bumgarner stated that Qwest was looking at the BellSouth solution and what it would take in its systems. *Tr.* p. 1807. Witness Bumgarner stated that this involved actually rewriting a lot of the service order processing systems and a lot of the requirements. *Tr.* p. 1807.

78. As far as 911, Qwest stated that the pending order information would be there and the new service provider would be on there. *Tr.* p. 1822. The pending order information would also be there in the record. *Id.* Thus, the SCC, which is the organization that manages Qwest's database, would actually have links into Qwest's customer record. *Id.* SCC would actually be able to see in Qwest's customer record

databases. Id. If SCC did not see it in the databases until they were updated, the calls made to Qwest's centers, the Qwest representatives would see it. Tr. p. 1822.

79. In response to the BellSouth proposal, Qwest Witness Bumgarner stated that BellSouth deployed an entirely different SCP. BellSouth also has an entirely different front end service order processors. Tr. p. 1824. BellSouth chose to go a different route when they deployed LNP with the SCP that they deployed and also their service order processors. Id.

80. With regard to the rescinded FOC problem experienced by AT&T and Cox, Qwest stated in the Workshop that it had recently addressed the issue in the CICMP process. Tr. p. 1841. Qwest developed a list of instances the rejects would be issued on and narrowed that down considerably and then a list of instances it would not reject and that Qwest would allow the orders to continue through. Id. This was all covered in the CICMP process. Tr. 1841.

f. Disputed Issues

81. At the conclusion of the March 5, 2001 and May 14, 2001 workshops, the parties were unable to agree on a number of issues that went to impasse involving local number portability. Statements of Positions on the impasse issues were filed by AT&T on June 14, 2001 and Qwest on June 19, 2001. MCIW and Cox both filed comments on June 20, 2001.

DISPUTED ISSUE NO. 1: Should Qwest adopt a long term solution that is a mechanized check of the Number Portability Administration Center (NPAC) before a disconnect? (LNP-1a) Coordination of the Qwest Disconnect with Unbundled Loops. (SGAT §§ 10.2.2.4 and 10.2.5.3.1) (LNP-1b)

a. Summary of Qwest and CLEC Positions

82. Cox argued that Qwest needs to implement a mechanized solution that removes the human error from the porting process. Cox June 20, 2001 Brief at p. 3. Cox stated that it has continued to suffer premature disconnections due to failures of the existing processes. Id. Qwest should follow BellSouth's lead by implementing a similar mechanized process to eliminate this problem. Id. Disconnections related to porting reflect poorly on the CLEC in the eyes of the new CLEC customer and such bad experiences create entry barriers because reports of such experiences make consumers less likely to switch to a CLEC. Id.

83. Cox also argued that although Qwest proposed changing Section 10.2.5.3.1 regarding the disconnect time to 11:59 p.m. the day following the due date, Cox believes the proposal needs slight modification to minimize customer inconvenience.

Cox June 20, 2001 Brief at p. 5. Qwest rejected Cox's proposal even though it is critical to minimizing customer inconvenience if there is a premature disconnection during the porting process. *Id.* Cox proposed the following language which Qwest should adopt:

"The ten (10) digit unconditional trigger and switch translations associated with the end user customer's telephone number will not be removed, nor will Qwest disconnect the customer's billing and account information, until 11:59 p.m. (local time) of the next business day after the due date."

84. AT&T argued that in the Arizona Workshops, it has raised concerns regarding Qwest's coordination of customer conversions using CLEC-provided loops and number porting and also Qwest's failure to provide proper coordination of number porting for CLEC-provided loops. AT&T June 14, 2001 Brief at p. 67. AT&T argued that Qwest's LNP process does not provide sufficient protections against customer service outages. *Id.* at p. 69. SGAT revisions must be made to provide CLECs with the assurance that their customers will not lose dial tone when switching service from Qwest to the CLEC. *Id.*

85. AT&T also argued that it proposed to Qwest that it adopt an automated process that would launch a query or a test call to determine if the CLEC had activated the port. AT&T Brief at p. 72. It also suggested that mechanized loop testing ("MLT") could be used to determine whether the CLEC loop had been ported and proposed SGAT language revisions that would require Qwest to set the disconnect for the day after the port is scheduled. *Id.* AT&T also proposed that Qwest use an automated process similar to the one of the solutions that AT&T initially recommended in the Multi-state workshop. *Id.* at p. 72-73. While Qwest did offer to move the disconnect time back to 11:59 p.m. on the day of the CLEC's install, it is still insufficient to protect customers from losing dial tone. *Id.* Qwest has proposed a mechanized solution that would delay the disconnect of its loop until 11:59 p.m. of the day after the port is scheduled but it is still under development. *Id.* at p. 74. AT&T recommends that the mechanized process proposed by Qwest should be implemented in Arizona on an interim basis. *Id.* AT&T believes that the BellSouth/AT&T/Cox solution will ultimately be the best long-term solution to this concern. *Id.* AT&T also recommends that Qwest should be obligated to undertake prompt and reasonable efforts, in consultation with any CLECs who wish to participate, to determine whether there are low-cost means for automating coordination activities under either the day-of or the day-after alternatives. *Id.*

86. AT&T also raised concerns regarding Qwest's coordination of customer conversions using UNE loops. AT&T Brief at p. 76. AT&T has experienced problems with premature disconnect of the Qwest loop before the loop has been ported to AT&T. *Id.* This problem can be corrected by ensuring that there is proper coordination during the LNP conversion. *Id.* AT&T proposed revisions to SGAT Section 10.2.2.4 to cure this deficiency which Qwest ultimately rejected. Qwest should revise the SGAT in order for Qwest to provide nondiscriminatory access to LNP as is required by Checklist Item 11. *Id.* at p. 77. AT&T's proposed language is as follows:

10.2.2.4 *Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the customer's telephone service to Qwest in a reasonable amount of time and with minimum service disruption. ~~For coordination with loops not associated with Qwest's Unbundled Loop offering, the CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4. Qwest will ensure that the end user's loop will not be disconnected prior to confirmation that the CLEC loop, either CLEC-provided or Unbundled Loop, has been successful installed.~~*

87. While MCIW did not brief any LNP impasse issues specifically, it concurred in the arguments contained in AT&T's brief

88. Qwest argued that number portability is in large part the responsibility of the CLEC. Qwest June 19, 2001 Brief at p. 71. To port a number when the CLEC is providing the loop, all Qwest must do is preset an AIN trigger on the telephone number in its switch effectively notifying the network that the number is about to port. *Id.* The capability to port numbers is pre-provisioned by Qwest, and Qwest relies on the CLEC to provide its service on time. *Id.* Qwest's practice has been to remove the switch translations and complete the service order in operational support systems at 11:59 p.m. on the same day as the CLEC's due date. *Id.* This is an industry-accepted practice that ensures that updated information is sent to the 911 database, avoids double billing to the customer, and updates other operational support systems in a timely manner. *Id.* Qwest has agreed, as a voluntary concession, to hold the switch disconnect until 11:59 p.m. of the next business day after the scheduled port which should provide CLECs with more than adequate time to notify Qwest if they cannot complete their provisioning. *Id.* at p. 72.

89. AT&T, however, still wants some form of automated query or test system by the Qwest switch to verify that AT&T has in fact done its job. Qwest Brief at p. 73. Qwest argued that this approach is unprecedented, not been adopted by any other ILEC, and technologically, is not even available in the market. *Id.* Also, Qwest argued that the "BellSouth solution" that AT&T proposes is neither practical nor warranted since BellSouth uses a different vendor's LNP database and by forcing Qwest to implement this "solution" would require a complete service order processing system change for Qwest's entire LNP operations. *Id.*

90. Qwest went on to argue that requiring Qwest to develop entirely different service order processing capabilities thus would in essence reward two CLECs, out of 60 which port numbers in Qwest's region, for the inefficiencies of those two CLECs, and in the process penalize the other 60 by forcing them to underwrite the cost of such new system development. Qwest Brief at p. 74. However, Qwest stated that it is not

unwilling to work with a CLEC that is experiencing difficulties in its operations. Id. at p. 75. Where it is critical that close coordination occur between Qwest and the CLECs to ensure the number has ported before the disconnect occurs, Qwest offers a "managed cut". Id. This requires Qwest technicians to coordinate with the CLEC technicians during the porting process. Id. The managed cut offers CLECs a manual process that guarantees the loop cut-over is completed and the number port activated prior to disconnect. Id.

b. Discussion and Staff Recommendation

91. With respect to the first portion of this impasse issue, Qwest acknowledged in its Brief that it is critical that close coordination occur between Qwest and the CLECs to ensure the number is ported before the disconnect occurs. Id at p. 74. Qwest initially offered a manual process requiring coordination with the CLEC technicians during the porting process. Qwest agreed in the last Workshop to delay the disconnect date an extra day. While AT&T and Cox were pleased with Qwest's new policies in this regard, they do not believe that they go far enough.

92. AT&T introduced BellSouth's solution in the May Workshoph which not only had a process which moved the disconnect date back one full day, but also had a mechanized process to verify with the NPAC that the port had occurred. Qwest is opposed to implementing the second part of the BellSouth approach because it claims that it would have to develop entirely different service order processing capabilities that Qwest claims would be prohibitively expensive. However, Qwest offered no evidence as to its actual costs to implement an approach similar to BellSouth's.

93. While Qwest should be commended for responding to the concerns of the CLECs, the record does not contain any information as to whether Qwest's disconnect delay process has actually been implemented and how it is working to resolve the CLEC's concerns. Staff believes that such information is necessary in order for Staff to determine whether or not Qwest complies with the requirements of Checklist Item 11.

94. Staff also believes that Qwest should work on making available to CLECs a mechanized process to confirm that the port has occurred before disconnection takes place. Qwest should be required to submit additional information on a proposed mechanized process to ensure that porting has occurred, and should give a timeframe with respect to its availability.

95. Staff also believes that the changes requested by AT&T to SGAT Section 10.2.2.4 are reasonable. Qwest should be required to modify Section 10.2.2.4 to read:

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the customer's telephone service to

Qwest in a reasonable amount of time and with minimum service disruption. Qwest will ensure that the end user's loop will not be disconnected prior to confirmation that the CLEC loop, either CLEC-provided or Unbundled Loop, has been successfully installed.

96. Qwest has agreed to hold the switch disconnect to 11:59 p.m. of the next business day after the scheduled port as requested by AT&T. Qwest has made the necessary language modification to SGAT Section 10.2.5.3.1 that resulted in consensus in Arizona.

DISPUTED ISSUE NO. 2: Issues Concerning Rescinding a Local Service Request ("LSR") After a Firm Order Commitment ("FOC") Has Been Provided Are More Properly Addressed in the OSS Test. (LNP-3)

a. Summary of Qwest and CLEC Positions

97. Cox argued that it continues to experience problems with Qwest rescinding FOCs after issuance. Cox June 20, 2001 at p. 4. Qwest also has continued to reject LNP LSRs from Cox for numerous inappropriate reasons. Id. These rejections create significant problems for Cox and the customer because it takes time and resources to resolve the issues with Qwest and also delays the port, reflects badly on Cox and harms competition. Id. Cox proposed specific SGAT language to keep Qwest obligated to its pursuit of necessary modifications. Id. Qwest should adopt the language proposed by Cox because it benefits the customer and serves competition:

"10.2.5.5 – Qwest shall assure that business processes are in place to ensure that: (i) CLEC LNP LSRs are rejected only for reasons previously specified by Qwest as proper reasons for rejection and (ii) FOCs for CLEC LNP orders are not rescinded."

98. Qwest argued that Cox's concern is not a Checklist Item 11 concern, but one that relates more directly to the ongoing OSS testing process. Qwest Brief at p. 76. Qwest stated that any issues relating to the timing of LSRs and FOCs can, and will be, addressed there. Id. Also, Qwest stated that it is working diligently with Cox to address any concerns it may have as a practical matter on this issue. Id. Qwest has made changes to its processes to address the kinds of problems that Cox may have encountered. Id. Qwest indicated that these issues have been discussed as part of the Change Management Process that Qwest participates in with all CLECs in the form of regularly scheduled meetings and calls, and documentation of the revised definitions for handling the LSR problems has been distributed through this process. Id. at p. 77.

b. Discussion and Staff Recommendation

99. Qwest believes this issue should be addressed in the OSS test. The issue is being addressed in the OSS test, and there are several Incident Work Orders ("IWO") now outstanding evidencing problems with Qwest's FOC policies. Nonetheless, the issue here is whether SGAT language should be adopted to reflect Cox's understanding of how the process is supposed to work. Staff believes that it is appropriate to consider changes to the SGAT language within the context of the relevant Checklist Item Workshop. In fact the parties agreed to this process. SGAT language changes have not heretofore been subjects of discussion at the TAG. Therefore, it is appropriate to consider the language proposed by Cox at this time.

100. Qwest also states that the issue has been worked in the CICMP process and that it has come out with new policies through that process to address the concerns raised by the CLECs regarding FOCs. Unfortunately, the new policies have not been made a part of the record in this proceeding, and it will be necessary to review those new policies in order for this Commission to make a determination on Qwest's compliance with Checklist Item 11. Nonetheless, Staff believes that Cox and the other CLECs are entitled to some certainty with regard to Qwest's policies for customer conversions. It is clear that Qwest's previous practice and policies of rescinding FOCs has wreaked havoc on the CLEC's relationships with their customers. Therefore, Staff believes that it would be appropriate to adopt the SGAT language recommended by Cox with one modification:

"Qwest shall assure that business processes are in place to ensure that: (i) CLEC LNP LSRs are rejected only for reasons previously specified by Qwest as proper reasons for rejection and (ii) FOCs for CLEC LNP orders are not rescinded, without the prior knowledge and agreement of the CLEC."

101. While this language should give CLECs some assurances and certainty, concrete evidence that improper FOC rescissions are no longer occurring and that CLEC LNP LSRs are only being rejected for reasons previously specified by Qwest is necessary in order for Staff to be able to recommend that Qwest complies with Checklist Item 11. The record must demonstrate that this is no longer an obstacle for CLECs trying to do business in Arizona. This involves Qwest demonstrating that the "fixes" it promised have actually been implemented and are actually working.

DISPUTED ISSUE NO. 3: Restoration of Service When the CLEC Customer is Prematurely Disconnected (Process for Expedited Reconnection). (LNP-4)

a. Summary of Qwest and CLEC Positions

102. Cox argued that Qwest incorporate an SGAT provision that provides for expedited reconnection in the event a customer is prematurely disconnected during the porting process. Cox Brief at p. 4-5. Cox suggested a range of two-to-four hours, which tracks a similar period for repairs set forth in the MR5 PID, which Qwest refused. *Id.* Cox stated that this provision should be included in the SGAT to ameliorate the negative impact on CLECs from such Qwest errors. *Id.*

103. Qwest argued that while it appreciates the significance of the concern for the customer, placing Qwest at risk because of a complete failure on the part of the CLEC is unreasonable and inappropriate. Qwest June 19, 2001 Brief at p. 77. What Cox is demanding is an extraordinary measure by Qwest in response to a failure by Cox to provision the loop, and then another failure by Cox to notify Qwest of the first failure within 24 hours. *Id.* Qwest believes the most that should be required for an interval is parity, both as a matter of fairness as well as practicality; requiring Qwest to respond within two hours to address a situation that the CLEC has allowed to exist for days, and sometimes even weeks, is neither fair nor practical, especially if critical information for the restoration is no longer available to Qwest because of delays by the CLEC. *Id.*

b. Discussion and Staff Recommendation

104. Both AT&T and Cox asked for an expedited reconnection process in connection with a customer that has been prematurely disconnected due to a delayed port date. Qwest opposes the 2 hour reconnection proposal for several reasons. Qwest states that it tries to get a customer back in service as soon as possible, however some customers are very large accounts. Tr. p. 1855. With Qwest's current system, that would involve retying the entire service record if Qwest had deleted the account. Tr. pps. 1855-56. Qwest also noted that it does not give a two-hour commitment on retail as far as re-establishing service. Tr. p. 1857.

105. However, when the 24 hour delay is implemented, it will no longer be necessary for Qwest to retype the entire account to reestablish service, since the customer information will not have been removed from the record. Tr. p. 1856.

106. Cox stated that once they know they cannot make the conversion, they call Qwest, talk to an individual and get a ticket number. As a result of this conversation, the service is not disconnected or can be promptly reconnected. If it is disconnected, all that is required on Qwest's part is to turn the service back on in the switch. Tr. p. 1857. Today, Cox has experienced very inconsistent restoration time intervals ranging from the same day until the next day or longer. Tr. p. 1857. When customers complain, Cox cannot give them commitment times because they don't have one. *Id.*

107. Qwest Witness Bumgarner stated that Qwest does have an expedited reconnect process for LNP. Tr. p. 1859. There is an escalation process in place. While the standard interval for repair is 24 hours, Qwest noted that their center strives to get number portability escalations back in service as quickly as possible. Tr. p. 1866.

108. Staff believes Cox's request of 2 hours may be too abbreviated in some cases. In addition, on residential accounts, AT&T's suggestion of 12 hours is too long. Staff recommends 4 business hours to reconnect a residential account that was prematurely disconnected due to a delay in number porting. Staff assumes that all business accounts are handled by coordinated cuts.

g. Verification of Compliance

109. Qwest offers long-term number portability in accordance with FCC rules. Qwest completed its initial deployment of long-term number portability in the Phoenix MSA on August 3, 1998 and the Tucson MSA on November 2, 1998. Qwest indicated that the remaining Arizona switches would be converted by October 2, 2000, making LNP available to 100% of Qwest's access lines in Arizona.

110. Through the Workshop process, Qwest was able to resolve many of the CLECs' concerns as to the specific language contained in Qwest's SGAT regarding its obligations under Section 251(c)(2)(B)(xi). Qwest has also committed that any CLEC may opt into any or all of the provisions agreed upon in the LNP Workshops.

111. In their Comments and during the Workshops, the CLECs raised many serious concerns regarding Qwest's actual provisioning of LNP. Those concerns included inter alia: 1) improper rescission of firm order commitments, 2) premature porting by Qwest, 3) failure to provide notice of changes in procedures/failure to follow stated procedures, 4) inadequate porting time periods, 5) improper reassignment of ported numbers, 6) loss of both outbound and inbound service caused by premature porting, 7) poor notification of cutovers and cutover problems, 8) failure to address problems with the interaction of Qwest switch features and ported numbers, 9) problems in testing during and after cutover, 10) problems with IMA in ordering number portability, 11) improper billing after cutover, and 12) problems with reassignment of ported numbers.

112. While it appears that Qwest, for the most part has worked very hard with the CLECs, in particular Cox, to resolve its concerns with LNP provisioning, it is not clear from the record whether the "fixes" Qwest has promised have actually been implemented and if they have been implemented whether they are actually working. Further, the record indicates that there were some changes or fixes agreed to as part of the CICMP process. Those changes or fixes should have been put in the record of this proceeding by Qwest. There is nothing to indicate that Qwest ever introduced those agreements or fixes into the record in this proceeding which of course is necessary if the Commission is to find that Qwest complies with Checklist Item 11. Without record evidence of those fixes, the allegations of the CLECs stand un rebutted.

113. Also, Staff has been informed by both Cox and Qwest, that Qwest has worked very hard to resolve Cox's concerns and that Cox and Qwest recently entered into an amendment to Cox's interconnection agreement arrived at through joint negotiation which evidences some of the agreements reached between the parties. Staff has learned that this agreement was filed with the Commission several days ago. However, in terms of the Commission's responsibilities, those types of agreements with comments regarding the concerns they were designed to resolve are an important part of the record to determine Qwest's compliance.

114. Most importantly, while Qwest claims to have implemented various fixes, the record does not establish if those fixes have actually been implemented and whether they have been successful in resolving the CLEC's concerns. In particular, in paragraph 111 above, 12 concerns were identified by the CLECs. The record establishes that some of these concerns may be resolved through the various fixes Qwest has offered. However, the record is not clear the extent to which Qwest's proposed fixes will or have resolved all 12 of the concerns identified.

115. It is important given the concerns raised, that Qwest should work towards implementing a long term solution that is a mechanized check that would launch a query or test call to determine if the CLEC had activated the port to prevent premature disconnects. While Qwest did offer an interim solution that would delay the disconnect of its loop until 11:59 p.m. of the day after the port is scheduled, Qwest must demonstrate that the interim solution is working to resolve the CLEC concerns so that it may be found to be 271 compliant pending the adoption of a longer-term solution involving NPAC. Mechanized processes are important because they remove the human error element which is currently evident in the porting process. As the record stands, both AT&T and Cox are experiencing serious problems with premature disconnections due to failures of the existing processes. Qwest must demonstrate that it has addressed and resolved these concerns if Staff is to recommend that it be found in compliance with Checklist Item No. 11.

116. Finally, Staff recommends that the record on Checklist Item 11 be reopened and that Qwest be allowed to supplement the record with additional information and data to rebut and/or rectify the concerns raised within 10 days; and that other parties be allowed 7 days to respond from the date Qwest submits its filing.

II. CONCLUSIONS OF LAW

1. 47 U.S.C. Section 271 contains the general terms and conditions for BOC entry into the interLATA market.

2. Qwest is a public service corporation within the meaning of Article XV of the Arizona Constitution and A.R.S. Sections 40-281 and 40-282 and the Arizona Commission has jurisdiction over Qwest.

3. Qwest is a Bell Operating Company as defined in 47 U.S.C. Section 153 and currently may only provide interLATA services originating in any of its in-region States (as defined in subsection (I)) if the FCC approves the application under 47 U.S.C. Section 271(d)(3).

4. The Arizona Commission is a "State Commission" as that term is defined in 47 U.S.C. Section 153(41).

5. Pursuant to 47 U.S.C. Section 271(d)(2)(B), before making any determination under this subsection, the FCC is required to consult with the State Commission of any State that is the subject of the application in order to verify the compliance of the Bell operating company with the requirements of subsection (c).

6. In order to obtain Section 271 authorization, Qwest must, inter alia, meet the requirements of Section 271(c)(2)(B), the Competitive Checklist.

7. Section 271(c)(2)(B)(xi) of the Telecommunications Act of 1996 states that "[u]ntil the date by which the Commission issues regulations pursuant to section 251 to require number portability," a section 271 applicant must provide "interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible."

8. Section 271(c)(2)(B)(xi) further provides that, after the Commission issues such number portability regulations, a section 271 applicant must be in "full compliance with such regulations."

9. As a result of the proceedings and record herein, Qwest has not fully demonstrated that it complies with the requirements of Checklist Item 11. In order for Staff to be able to recommend to the Commission that Qwest meets the requirements of Checklist Item 11, Qwest must address the concerns raised herein.

10. Qwest's compliance with Checklist Item 11 is also contingent on its passing of any relevant performance measurements in the third-party OSS test now underway in Arizona.