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BEFORE THE ARIZONA CORPORATION COMMISSION

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IN THE MATTER OF U S WEST) Docket No. T-00000A-97-0238
 COMMUNICATIONS, INC.'S)
 COMPLIANCE WITH § 271 OF THE)
 TELECOMMUNICATIONS ACT OF 1996)

**AT&T'S RESPONSE TO QWEST'S SUPPLEMENATION OF THE
 RECORD ON CHECKLIST ITEM 4 - UNBUNLDED LOOPS**

AT&T Communications of the Mountain States, Inc. and AT&T Local Services on behalf of TCG Phoenix, (collectively, "AT&T") submit the following Response to Qwest's Supplementation of the Record on Checklist Item 4 - Unbundled Loops ("Supplementation").

As an initial matter, AT&T generally concurs in the Response of Covad to Qwest's purported supplementation of the record. In addition, AT&T would note that in many cases, when asked to provide additional evidence on a matter, Qwest has provided additional legal argument and orders from other workshops, rather than additional evidence. Such arguments and orders are not evidence and cannot be considered additional supplemental evidence for purposes of resolving the concerns raised by the

Staff in its Report or as a basis for altering the resolution of issues where Staff did not request additional evidence. Finally, AT&T provides the following additional information to supplement the record on the matters raised in the Staff's Report and to respond to Qwest "supplementation" of the record.

1. It is premature to reach any conclusions regarding Qwest's provisioning of coordinated loop installations and cooperative testing.

In its Report, Staff expressed concerns regarding Qwest's performance in provisioning coordinated installations and cooperative testing. Qwest presented performance data from June and July as further evidence that its performance in providing coordinated installations has improved.¹ In addition, Qwest presented evidence regarding the number of completed cooperative tests on loop orders.²

As with the cooperative testing performance issues raised by Covad in its Response, it is likewise premature to reach any conclusions regarding Qwest's performance on coordinated installations for several reasons. Qwest's performance on provisioning unbundled loops, including coordinated installations, is an issue AT&T intends to raise in the data workshops scheduled in Arizona in this proceeding to address the substantial discrepancies between the CLEC, Qwest and PID performance data.

Second, as the Commission is aware, Liberty Consulting is currently conducting a data reconciliation of Qwest's performance data. Both AT&T and WorldCom have identified discrepancies between their data and Qwest's performance data relating to unbundled loops. Specifically, both AT&T and WorldCom have asked Liberty to reconcile data relating to OP-13, *inter alia*, the very evidence that Qwest offers as support

¹ Supplementation, pp. 2-4.

² *Id.*, pp. 4-5.

for its claim that its performance on coordinated installations has improved. For this PID, AT&T has identified numerous differences between AT&T's data and Qwest's data, including differences in the number of orders, order completion dates and the number of orders that have been excluded or should be excluded. The reconciliation of these issues is critical to assuring that the data that Qwest is reporting is accurate and appropriate under OP-13. Until these data issues are resolved, it is premature to reach any conclusions on Qwest performance in provisioning loops.

In addition, with respect to cooperative testing, Qwest states that it has completed cooperative testing on a certain percentage of loop orders received. It presents statements regarding its performance but provides no data evidence to support those statements. However, its statements do not indicate how many cooperative testing orders were completed in a timely fashion. That has been one of the major problems encountered by CLECs. Qwest's performance on OP-13 cannot be a basis for concluding that Qwest is properly performing cooperative testing. Qwest has admitted that OP-13 measures both coordinated installations with cooperative testing and without cooperative testing.³ Accordingly, the OP-13 results do not provide any meaningful information regarding Qwest's performance of cooperative testing on a stand-alone basis.

In sum, Qwest has failed to provide any accurate and verifiable supplemental evidence that can substantiate a change in the Staff's initial conclusion.

2. Qwest must allow CLECs to perform or request a pre-order MLT (Loop -14(b)).

While Staff concludes that the information contained in the Raw Loop Data tool is the same data Qwest uses to qualify Qwest's retail DSL service, and, therefore, Qwest

³ AZ Tr. (03/05/01), p. 93.

has no legal obligation to offer MLT on a pre-order basis,⁴ Staff also expresses concern with Qwest's delivery of quality loops and indicates that the record does not show how Qwest intends to provide quality loops without cooperative testing or MLT preorder.⁵ Qwest has not clearly addressed this concern in its Supplementation. It would appear that Qwest relies on the supplement it has provided on its loops performance and raw loop data tool to respond to Staff's concern. AT&T concurs with the Response made by Covad on these items.

In addition, AT&T disagrees that Qwest does not have a legal obligation to provide MLT. Mechanized loop testing (MLT) enables a carrier to test an actual loop and retrieve information regarding the loop length and other characteristics. A CLEC needs the ability to perform, or to have performed on its behalf, an MLT before provisioning of that loop in order to verify that the loop can support the services the CLEC intends to provide over that loop facility. In addition, an MLT would allow the CLEC to verify the presence of digital loop carriers or other facilities – valuable information for assessing whether the loop is capable of providing the services the CLEC seeks to offer. And importantly, access to MLT would assist in solving a serious problem CLECs are encountering in getting access to good, accurate prequalification information on loops, in particular for line sharing on loops.⁶

Qwest has already run the MLTs in every location and on every loop where it had a business need to do so. In the Colorado workshop, Qwest testified that it had performed an MLT on every copper loop in its network.⁷ Thus, Qwest currently has no

⁴ Staff Report, p. 62.

⁵ *Id.*

⁶ CO Tr. (05/23/01), pp. 195-200 (Attachment A).

⁷ CO Tr. (05/23/01), p. 200; CO Tr. (04/18/01), pp. 250-52 (Attachment B).

further need to run MLTs for its current retail operations. It doesn't need to get any of this information from the raw loop data tool because it already got all the information it needed from this one-time MLT. It knows that all of the loops it wants to serve in its planned service areas for its retail DSL service have been pre-qualified.

In addition, Qwest knows where it has deployed digital loop carrier and can assess for itself whether it can deploy the services it seeks in those areas without doing an MLT. CLECs cannot.

On top of this, Qwest has the ability to perform an MLT on a copper loop connected to its switch at any time, and can perform this test to obtain loop qualification information prior to provisioning Megabit. CLECs seek this same ability. This access is consistent with and required by the *UNE Remand Order*.⁸ Qwest's failure to provide this access is discriminatory, since Qwest has already gathered this information for itself. Qwest had, and has, the ability to run MLT for its services on a pre-order basis if it desires. It had the ability to choose which wire centers to test and which loops or service terminals to test. CLECs must have this same access to be afforded parity.

However, if the Staff's position is not altered, then the SGAT should be revised to state that Qwest may not, at any time in the future, use MLT to qualify those loops it uses in its retail services on a pre-order basis and Qwest should be audited to ensure that it does not use MLT for pre-order qualification, as it has done in the past.

⁸ *UNE Remand Order*, ¶ 427.

3. Qwest should redesignate interoffice facilities where loop facilities are at exhaust (Loop-37).

This issue concerns whether Qwest must redesignate fiber spans between Qwest offices as loops facilities if no spare distribution facilities are available. In its Report, Staff concludes:

Staff concurs with Qwest on this issue. Qwest's general practice and part of its engineering process is to transition IOF to loop facilities when an entire IOF copper plant is retired and replaced by fiber. It is Qwest's practice to "reuse" the IOF facilities whenever the entire plant is in good enough shape to use as loop facilities. No evidence was presented to indicate that it would be technically feasible for Qwest to do this for individual IOF facilities on an ad hoc basis as requested by AT&T. However, Staff would like more in the way of an explanation from Qwest as to why it is not technically feasible to do as AT&T suggests. Qwest should however specify in its SGAT its policy with regard to use of IOF copper plant as distribution when an entire IOF copper plant is retired and replaced by fiber, and how it would make such information available to the CLECs on a timely basis.⁹

Staff contends no evidence was presented to indicate that it would be technically feasible to redesignate IOF facilities in the manner AT&T has requested. AT&T would note that under the Act the burden is on Qwest to demonstrate technical infeasibility. Qwest has not presented any evidence that the redesignation requested is technically infeasible. Indeed, in response to Staff's request for additional evidence as to whether AT&T's request is technically feasible, Qwest carefully avoids stating that it is technically infeasible. Qwest claims that IOF is normally at the center of the sheath and has to be continuously spliced in a concealed compartment or "waffle case" to the next central office or exchange.¹⁰ As a result, Qwest claims it is unavailable for

⁹ Report, p. 64.

¹⁰ Supplementation, p. 34.

redesignation.¹¹ Qwest then states that exchange fiber is spliced on the outside of the waffle case and is then routed off to manholes between central offices, implying that the exchange fibers are not in the waffle case.¹² These statements are not consistent with Qwest's witnesses testimony and do not alter the accessibility of the IOF for redesignation. Qwest's witnesses in other workshops have never asserted that AT&T's request is technically infeasible. As Mr. Wilson confirms in the attached Affidavit, the redesignation requested by AT&T is technically feasible.

Typically a fiber sheath may have both IOF and loop fibers within it. Qwest has stated that IOF is the fiber in the middle of the sheath. That may be true, however, where the fiber resides in the sheath has no real bearing on the technical feasibility of redesignation from IOF to loop.¹³ Access to the loop occurs at the splice box/waffle case and both IOF and exchange fiber pass through the splice box/waffle case.¹⁴

When a fiber sheath, containing both IOF and loop fibers, runs into a splice box, or waffle case, all fibers are equally available for access as loop facilities. Fibers that are initially designated as IOF may be placed in a back portion of the "waffle" splice box, as Qwest has described in testimony.¹⁵ However, it is technically feasible to take one of the currently designated IOF fibers and move it within the waffle splice box to the portion where loop access is facilitated.¹⁶ The partitioning of the waffle splice boxes is for convenience and does not present a technical infeasibility for making the fiber available for use as a loop.¹⁷

¹¹ *Id.*

¹² *Id.*

¹³ Affidavit of Kenneth L. Wilson, p. 4 (Attachment C).

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

While Qwest seems to imply that the exchange fibers are outside of the waffle case, Qwest's witness, Jeff Hubbard, confirmed that all of the fibers in a sheath go into the waffle splice case in testimony he provided in the Washington Loop workshop on July 11, 2001, stating:

When you place, on the second issue, when you place IOF and design facilities in the outside plant, most of the times they're in what we call splice cases or waffle cases. When you splice fiber in a waffle case, the IOF is spliced in an inner compartment of that waffle case, and the design, outside plant design circuits are then placed in trays that are then separate from the IOF facilities.¹⁸

What Mr. Hubbard did not go on to say is that the IOF fiber in a back compartment, can be moved a fiber at a time into front trays where the fiber is accessible for splicing stubs for loop or subloop access.¹⁹ The fact that IOF fiber is typically continuously spliced through to the next central office or exchange does not mean that the fiber cannot be stubbed off at the waffle splice case in order to be accessible for use as a loop.²⁰ This work will require some effort by Qwest, but it is not difficult or technically infeasible.²¹

In fact, in its draft Report, the Colorado Staff noted that it was aware that Qwest has done the reverse, i.e., redesignated distribution facilities as interoffice facilities, clearly demonstrating that the movement of fiber between sections of the waffle splice box is technically feasible and something that Qwest has done when circumstances dictate.²² Accordingly, there is no technical reason why Qwest cannot do the

¹⁸ WA Tr. (07/11/01), p. 4407 (Attachment D).

¹⁹ Affidavit, p. 5.

²⁰ *Id.*

²¹ *Id.*

²² Colorado Impasse Report on Volume VA Impasse Issues, dated September 10, 2001, p. 49 (Attachment E).

redesignation requested by AT&T, where there are no available loop facilities, but spare IOF fiber exist which could be used to satisfy CLEC demand.

Qwest has made clear that this is a policy determination by Qwest. They simply do not want to have to take this extra step, when loop facilities are unavailable. Qwest has also asserted that it is its practice not to redesignate IOF. Qwest presented no policy stating that such facilities may never be redesignated by Qwest employees. It is Qwest's burden to provide such evidence. And Qwest's own witness admitted that he wouldn't say Qwest would never redesignate IOF.²³ Given that the Colorado Staff has noted in its findings that it is aware that Qwest has redesignated distribution facilities as interoffice facilities, the burden on Qwest to present evidence of a written policy stating that such facilities cannot be redesignated is essential to ensuring that CLECs are treated in a nondiscriminatory manner. Otherwise, the fact remains that Qwest has the discretion to use its facilities however it chooses if the need arises.

Moreover, Qwest concedes that there is spare capacity, including dark fiber, that has been designated by Qwest as interoffice facilities, but it refuses to redesignate these facilities as loop or subloop facilities if demand requires and alternative facilities do not exist.²⁴ Qwest's policy is contrary to law, effectively allowing Qwest to reserve capacity for itself, denying CLECs access to unused capacity while, at the same time, refusing to build to meet CLEC demand. It would allow Qwest to game the Act by designating facilities as IOF, thus eliminating the availability of capacity for UNE loops.

²³ WA Tr. (07/11/01), p. 4409 (Attachment D).

²⁴ See CO Tr. (04/20/01), pp. 62-68 (Attachment F).

AT&T is only requesting such redesignation if facilities are at exhaust in order to meet CLEC demand for UNEs, rather than denying the CLEC the ability to serve its customers. AT&T's proposal is efficient and pro-competitive and should be adopted.

However, to the extent Staff's recommendation is not altered, the SGAT should be revised to state that Qwest may not redesignate distribution facilities as interoffice facilities and may not redesignate interoffice facilities as distribution facilities and Qwest should be audited to ensure it does not violate this requirement. This language is necessary to ensure that Qwest does not manipulate the availability of facilities in an effort to thwart competition.

4. Qwest has presented no new evidence on held orders or construction of loop facilities. Staff's findings are sound.

In addition to Covad's response, again, Qwest has presented no new evidence to support its position on its new held order and construction policies or to satisfy Staff's concerns regarding these policies. Qwest asserts the same arguments and states that the "accommodations" it has made are sufficient. The CLECs pointed out the deficiencies associated with these "accommodations" in their initial briefs. Qwest's restatement of the accommodations do not cure these base deficiencies. Also, Qwest cites to orders from other Commissions to support its assertions.²⁵ Qwest's arguments are unpersuasive and overreaching.

The Telecommunications Act of 1996 ("Act") requires Qwest and other incumbent local exchange companies ("LECs") to provide access to UNEs "on rates,

²⁵ AT&T would note that it has filed exceptions to the Multistate Facilitators Report on Checklist Item 4, which are still under consideration by the state commissions and AT&T objected to numerous conclusions made by the Colorado Staff in their draft Report on checklist Item 4.

terms and conditions that are just, reasonable, and nondiscriminatory.”²⁶ Qwest currently builds facilities for its own retail customers and does not reject orders for its retail customers so that its retail customer’s demand is factored into Qwest’s build decisions.²⁷ Qwest rejects CLEC orders under similar situations and refuses to consider CLEC forecasts into its build decisions. This differing treatment is clearly discriminatory. Qwest’s retail customers will always be ahead of the CLECs in the queue for access to new facilities. Thus, Qwest is not providing CLEC’s nondiscriminatory access to UNEs under the Act.

As AT&T stated in its Legal Brief, in addition to the requirements of the Act, the only network element that the FCC has said ILECs do not have to build is unbundled interoffice facilities.²⁸ While the FCC recognized the economic impact on small ILECs of having to build transport and explicitly held that all ILECs need not build transport, it made clear that for all other network elements, section 251(f) provides the relief for *rural* ILECs from any economic impact imposed on the *rural* ILECs as a result of having to build network elements for CLECs.²⁹ The clear inference to be drawn from this portion of the Order is that, with the exception of interoffice transport, the ILECs do have an obligation to construct UNEs to meet CLEC demand.³⁰

As further evidence of the FCC’s intent, when citing to this section of its order in the *UNE Remand Order*, the FCC states:

²⁶ 47 U.S.C. § 251(c)(3).

²⁷ CO Transcript (05/24/01), pp. 146-48, 171-72 (Attachment G); OR Transcript (07/19/01), pp. 130-58 (Attachment H).

²⁸ *Id.*, ¶ 451. See also, *UNE Remand Order*, ¶ 324; 47 C.F.R. § 51.313(b) (UNEs must be made available on no less favorable terms and conditions as ILEC provides them to itself)

²⁹ Section 251(f) applies only to rural ILECs; therefore, ILECs such as Qwest cannot seek exemption from its obligation to build under section 251(f).

³⁰ The FCC orders cited by Qwest and relied upon by the Staff only address the dedicated transport exclusion.

In the *Local Competition First Report and Order*, the Commission limited an incumbent LEC's transport unbundling obligation to existing facilities, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use. Although we conclude that an incumbent LEC's unbundling obligation extends throughout its ubiquitous transport network, including ring transport architectures, we do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use.³¹

Specifically, in this paragraph, the FCC concludes that "the ILEC's unbundling obligation extends throughout its ubiquitous transport network." The inescapable conclusion is that the only limitation on the ILEC's obligation to build is for interoffice facilities to existing facilities. For all other UNEs, Qwest has an obligation to build to meet CLEC demand throughout its service territory.³²

Nothing in the Eighth Circuit's ruling in *Iowa Utilities Board* requires a different result. Qwest has argued that, under *Iowa Utilities Board*, that it is not required to build an unbuilt "superior network." Qwest's reliance on *Iowa Utilities Board* is misplaced. The Eighth Circuit's superior network statement was made in the context of the Court's rejection of the FCC's superior quality rules – rules that required an incumbent LEC, if requested by the CLEC, to provide UNEs at a level of quality superior to that which the incumbent LEC provides to itself. The CLECs are not asking Qwest to build a superior network. CLECs are requesting that Qwest augment its existing network with added capacity – in the same way that it augments capacity for its retail customers. That can hardly be characterized as a superior network.

³¹ *UNE Remand Order*, ¶ 324.

³² Qwest's reliance on the *Verizon Pennsylvania Section 271 Order* is not instructive. There is no indication that Verizon has a held order policy similar to Qwest's. Nor is there any indication as to whether Verizon constructs or augments high capacity loops for its retail customers. Qwest does. Accordingly, its refusal to do the same for CLECs is discriminatory.

The Administrative Law Judge in Washington reached a similar conclusion in her Workshop 2 Initial Order. The initial order in the Washington proceeding explains that “the incumbent LEC is still required to provide access to UNEs within its existing network even if it must construct additional capacity within its network to make the UNEs available to competitors.”³³ The term “existing network” is not limited to actual facilities in place, as Qwest contends, but

applies to the “area” (end offices, serving wire centers, tandem switches, interexchange carrier points of presence, etc.) that Qwest’s interoffice facilities service. The same concept applies on the loop side of Qwest’s network where Qwest is obligated to construct additional loops to reach customers’ premises whenever local facilities have reached exhaust.³⁴

The Washington Initial Order requires Qwest to “construct new facilities to any location currently served by Qwest when similar facilities to those locations have exhausted.”³⁵

Qwest contends that the FCC and the Act endorse a preference for CLECs to construct their own networks. There is absolutely nothing in the Act that supports these statements. In fact, the Act sets up the mechanisms that allow CLECs to use the incumbents’ networks to compete.³⁶ While it is true that the Act anticipates that CLECs may have their own facilities and provides for the interconnection of networks to ensure seamless communications, the Act does not favor any particular entry strategy.³⁷ It does not encourage CLECs to construct their own networks. Moreover, the FCC statement quoted by Qwest specifically focuses on encouraging CLECs to build their own facilities

³³ *In re Investigation Into US WEST’s Compliance With Section 271*, WUTC Docket Nos. UT-003022 & 003040, Thirteenth Supp. Order, ¶ 79 (July 24, 2001) (“Washington Initial Order” Attachment I).

³⁴ *Id.*

³⁵ *Id.* ¶ 80.

³⁶ See 47 U.S.C. § 251(c).

³⁷ *Local Competition Order*, ¶ 12.

or “migrate toward facilities-based entry.”³⁸ Qwest ignores the latter part of this FCC statement in its argument. As a facilities-based provider, AT&T can attest to the difficulties and high-cost associated with trying to replicate the incumbent’s ubiquitous network and, at least for residential service, AT&T has not had to start from scratch. As a practical matter, it will never happen, particularly in the economic conditions we face today. The reality is that there are some areas where the economics will and have supported the development of facilities-based competition. Other areas may never. In order for customers in these areas to obtain the benefits of competition, CLECs will have no choice but to rely on the facilities of the incumbent.

The simple fact remains that the CLECs are not in as good a position as Qwest to build out facilities. The FCC acknowledged that, because of the ILECs’ existing infrastructure, ILECs have much lower incremental costs than a facilities-based entrant and the incumbent LECs have economies of density, connectivity and scale, that CLECs simply cannot replicate.³⁹ The FCC recognized the differing nature of the CLEC and the ILEC infrastructure⁴⁰ and it is this very infrastructure that puts the ILEC in a much better position to extend or expand facilities than CLECs. For example, with UNE loops, CLECs simply do not have the same extensive switching and distribution plant to reach out to customers.

Qwest cites to the Colorado Hearing Examiner’s proposed resolution of this issue in connection with the workshop on Checklist Items 2, 5 and 6 and suggests that is an appropriate resolution here. Qwest states that neither Covad nor AT&T objected to the Hearing Examiner’s language. Qwest omits the fact that the Hearing Examiner strictly

³⁸ Supplementation, p. 15.

³⁹ *Local Competition Order*. ¶¶ 10-11.

⁴⁰ *Id.* ¶ 1090.

limited what CLECs could object to in his recommended ruling, stating that CLECs would have an opportunity before the full Commission to argue their concerns with his order. AT&T will be voicing its concerns with his proposed resolution at that time.

In any event, AT&T does not agree that the language proposed by the Hearing Examiner will effectively prevent Qwest from discriminating against CLECs in the design, development and access to future facilities builds initiated by Qwest. In fact, Qwest is already discriminating against CLECs by taking retail orders even when facilities are unavailable and factoring those orders into its build plans. CLEC orders are rejected and are not considered in Qwest's plans to augment its facilities and CLEC orders would be behind the retail orders in the queue for access to any new facilities. Qwest's held order policy had not been issued at the time the record for the workshop that was addressed by the Hearing Examiner was developed.

As for Qwest's held order policy, Qwest's accommodation does not cure the concerns AT&T raised in its Legal Brief. The policy appears to be primarily designed to alleviate Qwest's PID performance, creating the false perception that Qwest is provisioning network elements, and as relevant here, loops, at a quantity that CLECs may demand. Clearly, that would not be the case as Qwest would be rejecting and not counting CLEC demand in its PID data, while the retail order would be accepted and, because no facilities are available, would count as a hit against Qwest's retail performance.

Second, Qwest has not invoked a similar policy for its retail customers.⁴¹

Therefore, as discussed above, Qwest is discriminating against its wholesale customers

⁴¹ WA Tr. (07/11/01), pp. 4227, 4241 (Attachment D); OR Tr. (07/19/01), pp. 137-38, 152-55, 157 (Attachment H).

by refusing to keep track of CLEC held orders and failing to take those held orders into account in developing its construction plans.

Third, CLECs questioned Qwest's ability to get in queue for new facilities ahead of CLECs on the basis that Qwest will always possess superior and advanced knowledge regarding its own build plans. The SGAT revision proposed by Qwest, while helpful, does not completely alleviate the CLEC concerns that Qwest will be able to give its customer preferential treatment in the design, development and access to future facilities builds initiated by Qwest.

Finally, with respect to forecasts, like Covad, AT&T did not oppose the concept submitting forecasts, so long as those forecasts were used by Qwest to build to CLEC demand. AT&T did object to the specific SGAT language Qwest proposed on forecasting, but proposed alternative language, which Qwest ultimately rejected because of its new held order and construction policies. Thus, Qwest's claim that it somehow acquiesced to the desires of the CLECs by eliminating the forecasting provisions is simply false. Qwest's decision was unilateral and obviously part of its implementation of its held order and build policies.

5. Qwest's has failed to demonstrate that its FOC and Loop delivery performance and pre-qualification tools are sufficient.

Based upon the concerns and problems with the FOC trial raised by Covad in Colorado, AT&T disagrees that the FOC trial provides any meaningful evidence of Qwest's performance. AT&T provides a copy of the Colorado transcript in which the FOC trial results were discussed, since the Colorado transcript attached to Qwest's filing

does not appear to be from the correct date.⁴² As the Colorado transcript reveals, there were significant disputes regarding the data results and the business rules under which the test was conducted. Ultimately, the CLECs agreed that Qwest could take its request for a 72-hour FOC to the ROC and TAG processes. In addition, the CLECs agreed that Qwest's performance could be more accurately measured as part of the OSS test process.

Respectfully submitted this 5th day of October 2001.

**AT&T COMMUNICATIONS
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BEHALF OF TCG PHOENIX**

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⁴² CO Tr. (07/26/01), pp. 1-73 (Attachment J).

CERTIFICATE OF SERVICE

I certify that the original and 10 copies of AT&T's Response to Qwest's Supplementation of the Record on Checklist Item 4 - Unbundled Loops in Docket No. T-00000A-97-0238 were sent by overnight delivery on October 5, 2001 to:

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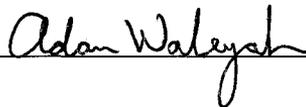
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1 BEFORE THE PUBLIC UTILITIES COMMISSION
2 OF THE STATE OF COLORADO
3 Docket No. 97I-198T - Workshop 5
4 * * *
5 IN THE MATTER OF THE INVESTIGATION OF US WEST
6 COMMUNICATIONS, INC.'S COMPLIANCE WITH SS 271(c)
7 OF THE TELECOMMUNICATIONS ACT OF 1996.

8 -----

9 Pursuant to continuation, the Technical Workshop
10 was held at 8:35 a.m., May 23, 2001, at 3898 Wadsworth
11 Boulevard, Lakewood, Colorado, before Facilitators
12 Hagood Bellinger and John Schultz.

13

14

15 APPEARANCES

16 (As noted in the transcript.)

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1 We -- I just lost my train of thought.
2 The MLT functionality is not -- like I said, is not on
3 a preorder. And there was depiction that other ILECs
4 have allowed MLT testing on a preorder basis. Based on
5 Qwest's investigation, we have found that other ILECs
6 do offer MLT but not in the same fashion as Qwest
7 offers it and that is on a repair basis.

8 The MLT is in conjunction with switched
9 services from the Qwest switch. And for the purposes
10 of doing a preorder test, we would then be giving the
11 ability to check or to test facilities that do not
12 quote belong to the CLEC at the time when they would be
13 doing the preorder testing.

14 It doesn't apply to an unbundled loop, an
15 MLT test, because MLT is a switched based service and
16 it needs to be connected to the Qwest switch in order
17 to perform the MLT test. So when you have an unbundled
18 loop, you do not have it connected to the Qwest switch.

19 MR. ZULEVIC: This is Mike Zulevic with
20 Covad.

21 I don't recall representing that it was
22 used by any other ILEC on a prequal basis. I did say
23 that other ILECs do provide access to it which you
24 found that they do.

25 What I'm suggesting is that this may be a

1 way of helping solve a very serious problem having to
2 do with our inability to get good prequal information
3 on loops. I recognize that it can't be used for a UNE
4 application because it is a switch based test, but it
5 very well could be used to test an existing voice line
6 served out of that switch to determine what the loop
7 makeup is and whether or not it would qualify.

8 So I guess it's just a -- something that
9 is a possible tool to be used to help take care of the
10 prequal problem that we have been experiencing.

11 MS. LISTON: The MLT, in terms of loop
12 length, Qwest has made an MLT loop length information
13 available via the loop qualification database, the loop
14 qual tool. That information has been prepopulated into
15 the database.

16 We have had significant discussion on
17 this both in this jurisdiction and others. We've
18 already reached impasse on this issue. And there
19 really is no other new information at this time.

20 MR. WILSON: Well --

21 MR. BELLINGER: Okay.

22 MR. WILSON: -- I think I have a little
23 new information.

24 Reading out of the Verizon Massachusetts
25 271 order, paragraph 58, Verizon also provides a manual

1 loop qualification process according to Verizon. This
2 manual process provides competing carriers with the
3 same type of information ordinarily available through
4 the mechanized loop qualification process. To conduct
5 the manual loop qualification, Verizon's loop
6 qualification center first examines information from
7 the Live Wire and LFACS databases and performs a
8 mechanized line test, MLT, on the loop to verify the
9 actual loop length.

10 And it goes on to say in the same
11 paragraph that Verizon has begun implementing access to
12 manual loop qualification as a preorder function.

13 So I think this is a solution that is
14 being addressed by other ILECs. And I agree with
15 Covad's statement that this would allow the CLECs to
16 help solve the problems of data integrity and accuracy
17 that we've discussed at some length.

18 MS. LISTON: And I think the important
19 thing to note on that Verizon-Massachusetts issue is
20 that it is -- when they are talking about it, they are
21 talking about doing a manual loop verification
22 processes. It is a situation where you can do -- my
23 understanding of what Verizon is offering is that you
24 can do loop qualification manually, that they do not
25 have the mechanized system in place that is comparable

1 to what Qwest has for doing a loop qualification
2 database, and that they provided the CLECs with an
3 opportunity to do a manual presurvey check and that
4 there is a three-day interval associated with that
5 before an order can even be placed.

6 Qwest has put the MLT loop length
7 information into the database so that the CLECs have
8 access to that up front. And we do not have a
9 presurvey that's outside of interval. We've said any
10 kind of presurvey work like doing the checks that they
11 are talking about, which is the LFACS database checks,
12 are the same things that Qwest is doing internally
13 within the five-day interval.

14 So what we're hearing from Verizon is
15 that they put a three-day process above their interval
16 to do what Qwest is currently doing in the interval,
17 which is doing the LFACS and including that in our
18 ordering process.

19 MS. KILGORE: Actually looking at the
20 paragraph just above the one that Ken just read,
21 paragraph 57, it appears to me they have given CLECs,
22 DLECs access to the LFACS database and CLECs are able
23 to do their own inquiry at that point. And this manual
24 loop qual process that is described in 58 is additional
25 to that. It's something that can be requested in

1 addition.

2 And, yes, it appears to be a 72-hour
3 interval, but it's -- right, and it's also-- at this
4 point 72 hours after an LSR is submitted and they are
5 looking at implementing a preorder process in the fall.

6 MR. BELLINGER: Okay, I think the issue
7 here is whether Qwest would allow MLT testing of
8 another party's customer. Is that the issue?

9 MS. JENNINGS-FADER: Yes.

10 MR. BELLINGER: And I think we're at
11 impasse.

12 MS. SACILLOTTO: Yes, we are.

13 MR. BELLINGER: Okay.

14 MR. WILSON: Yeah, I think it's of any
15 party -- of any loop. I don't think it's of another --

16 MR. BELLINGER: You can test your own.

17 MR. WILSON: Right. And we want -- we
18 want the ability to test the loops served from Qwest.

19 MR. BELLINGER: Right, any other
20 customer -- any other carrier's customer they will not
21 allow to you test.

22 MR. WILSON: Okay, thank you.

23 MS. SACILLOTTO: I just have a question
24 for Ken: When your MLT takes the customer down, if you
25 were to get one, what are we supposed to do about that?

1 How are we supposed to know?

2 MR. WILSON: I think the CLECs would
3 probably run it at night.

4 I would like to point out that Qwest ran
5 a huge number of MLT tests in an automated fashion to
6 populate databases so that their Megabit service would
7 have access to it.

8 MR. ZULEVIC: If I could just add to
9 that, too, the MLT test capability has been around for
10 probably 15 to 20 years anyway that I know of; and it's
11 a very standard test, it's performed 24 hours a day.
12 It -- you have the capability of monitoring and making
13 sure that the customer is not on the line before you
14 perform the test. So I don't really see that there is
15 a significant issue so far as taking the customer down.

16 MS. SACILLOTTO: Yeah, but, Mike, you
17 would be talking about doing that on your own customer.
18 They are talking about doing it on a preorder basis for
19 somebody who would not be their customer. So -- I
20 mean, it's a little bit different when you are in a
21 repair scenario and you already know that there is a
22 trouble and you are trying to address it with your own
23 customer. Here is AT&T potentially taking down, you
24 know, anybody's customer on a preorder basis trying to
25 make a sale.

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BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF COLORADO

Docket No. 97I-198T - Workshop 5

* * *

IN THE MATTER OF THE INVESTIGATION OF US WEST
COMMUNICATIONS, INC.'S, COMPLIANCE WITH SS 271(c)
OF THE TELECOMMUNICATIONS ACT OF 1996.

Pursuant to continuation, the Technical Workshop
was held at 8:35 a.m., April 18, 2001, at 3898 S.
Wadsworth, Lakewood, Colorado, before Facilitators
Hagood Bellinger and Martin Skeer.

APPEARANCES

(As noted in the transcript.)

1 actually transition them under-- is to do it before
2 they are your customer. I mean, we could get into a
3 Catch 22 here.

4 MR. STEESE: But, Ken, why is that
5 necessary if the raw loop data tool which is generating
6 data based on an MLT for all loops connected to a Qwest
7 switch? Why is that necessary?

8 MR. WILSON: We don't know when the last
9 MLT was done that is in the database. It could have
10 changed. Some of these could have been rolled to other
11 facilities since then. I can think of dozens of
12 reasons.

13 MR. STEESE: Ms. Liston, how often is the
14 MLT run?

15 MS. LISTON: The -- the data in the raw
16 loop data tool is updated monthly.

17 MR. WILSON: That doesn't answer the
18 question.

19 MS. LISTON: If I can finish, Ken.

20 On a monthly basis, we refresh all of the
21 data for that wire center and it includes the update
22 within the MLT.

23 The -- to the extent there may be some
24 change in the data in a wire center or an address
25 change, then we would update that on a -- how do I say

1 this? As the information changes within that wire
2 center that data is updated. So if there is activity
3 in there, we automatically update the loop
4 qualification database.

5 And then at least once a month we refresh
6 the entire wire center and make sure that the data is
7 accurate once a month. So we do it every month.

8 MR. WILSON: You run MLT on every loop in
9 the wire center -- in every wire center every month; is
10 that what you are saying?

11 MS. LISTON: And it's not specifically
12 running an MLT -- physical -- there is a batch run of
13 MLT that they do. I'm not sure of the mechanics on how
14 that process is done, but it's a batch process of MLT
15 that's updated monthly is my understanding.

16 MR. WILSON: Okay. I don't think you
17 ever answered the question that I asked. Do you run
18 MLT on every loop in every wire center every month?

19 MS. LISTON: And the answer I gave was
20 that for the raw loop data tool, my understanding is
21 there, there is a batch MLT process that is conducted
22 monthly on the loops. It's not every loop, because
23 every loop does not qualify for an MLT test.

24 MR. WILSON: Which loops don't qualify
25 for an MLT test?

1 MS. LISTON: The MLT test, to my
2 understanding, is only on copper loops.

3 MR. WILSON: Okay. So -- so you -- your
4 understanding is that it is run every month on every
5 loop where it makes sense to run it.

6 MS. LISTON: Right. That's correct.

7 MR. WILSON: Okay, thank you.

8 MR. STEESE: So in light of that, the
9 question comes back, why then would an MLT be necessary
10 if you have access to information that's updated
11 monthly?

12 Ken?

13 MR. WILSON: I believe there's -- I
14 believe you can get interpretations of the MLT that are
15 more than on the tool, but I'm not as familiar as maybe
16 Mr. Zulevic on what you can get out of that MLT run.

17 MR. BELLINGER: Mike?

18 MR. ZULEVIC: I think the MLT run depends
19 upon what options Qwest has selected to purchase for
20 the particular MLT that you have. So -- and I don't
21 know exactly what version you have and what options and
22 what capabilities your particular MLT has.

23 I would add that Verizon has built a
24 gateway for MLT which does allow CLECs to access their
25 customers.

obtain my Ph.D. in Electrical Engineering from the University of Illinois. The course work was completed in 1976.

3. For 15 years before coming to Denver, I worked at Bell Labs in New Jersey in a variety of positions. From 1980 through 1982, I worked as a member of the network architecture and network planning team at Bell Labs for AT&T's long distance service. From 1987 through 1992, I was a member of the Bell Labs team that won the proposal and subsequently implemented FTS200, the private network for the Federal Government. From 1992 through 1993, I was a team lead on a project to reduce AT&T's capital budget for network infrastructure.

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

AFFIDAVIT

5. The purpose of this Affidavit is to address Staff's request for information regarding the technical feasibility of redesignation of spare Interoffice Facilities (IOF) so that they could be made available to CLECs as unbundled loops. This issue was addressed in the Arizona Loop Workshop and the Staff asked Qwest to provide an explanation as to why it is not technically feasible to redesignate IOF.

6. As background, Qwest typically designates some of the fibers in a sheath as IOF and the remainder of the fibers as loop plant. When a CLEC orders unbundled loops from Qwest, Qwest only evaluates spare facilities based on what is available as designated loop plant, sometimes called “exchange facilities”. When Qwest determines that it is out of capacity to fill the loop order, Qwest does not evaluate spare IOF facilities, even when such facilities are readily available. At issue here is whether it is technically feasible for Qwest to redesignate spare IOF facilities for use in filling CLEC unbundled loop orders when spare loop facilities are unavailable. The same issue exists for CLEC dark fiber and dedicated transport orders.

7. Qwest’s supplemental comments do not support a claim that the redesignation requested by AT&T is technically infeasible. Qwest’s supplemental comments and transcript testimony merely support Qwest’s position that, under its current processes, it would be difficult to redesignate IOF for use as loops. None of the Qwest witnesses in any workshop stated that redesignation is technically infeasible, nor has Qwest made that assertion in its supplemental filing.

8. In response to Staff’s request, Qwest maintains that IOF is not available for redesignation. Qwest claims that IOF have a different appearance within the central office than exchange fiber. Qwest states that IOF is normally at the center of the sheath and has to be continuously spliced in a concealed compartment or “waffle case” to the next central office or exchange. As a result, Qwest claims it is unavailable for redesignation. Qwest then states that exchange fiber is spliced on the outside of the waffle case and is then routed off to manholes between central offices, implying that the exchange fibers are not in the waffle case. These statements are not consistent with

Qwest's witnesses testimony and do not alter the accessibility of the IOF for redesignation.

9. Typically a fiber sheath may have both IOF and loop fibers within it. The fibers are identical in all characteristics. Qwest has stated that IOF is the fiber in the middle of the sheath. That may be true, however, where the fiber resides in the sheath has no real bearing on the technical feasibility of redesignation from IOF to loop. Access to the loop occurs at the splice box or waffle case and both IOF and exchange fiber pass through the splice box or waffle case.

10. A fiber sheath, containing multiple fibers, is handled as a complete unit to maintain its integrity and protect it from environmental challenges. When a fiber sheath, containing both IOF and loop fibers, runs into a splice box, all fibers are equally available for access as loop facilities. When some fibers are initially designated as IOF, they may be placed in a back portion of the "waffle" splice box that Qwest has discussed in testimony. However, it is a simple matter to take one of the currently designated IOF fibers and move it within the waffle splice box to the portion where loop access is facilitated. The partitioning of the waffle splice boxes is for convenience and does not present a technical infeasibility for making the fiber available for use as a loop. Qwest's witness, Jeff Hubbard, confirmed that all of the fibers in a sheath go into the waffle splice case in testimony he provided in the Washington Loop workshop on July 11, 2001, stating:

When you place, on the second issue, when you place IOF and design facilities in the outside plant, most of the times they're in what we call splice cases or waffle cases. When you splice fiber in a waffle case, the IOF is spliced in an inner compartment of that waffle case, and the design, outside plant design circuits are then placed in trays that are then separate

from the IOF facilities.¹

What Mr. Hubbard did not go on to say is that the IOF fiber in the back compartment, can be moved a fiber at a time into front trays where the fiber is accessible for splicing stubs for loop or subloop access. The fact that IOF fiber is typically continuously spliced through to the next central office or exchange does not mean that the fiber cannot be stubbed off at the waffle splice case in order to be accessible for use as a loop. This work will require some effort by Qwest, but it is not difficult or technically infeasible.

11. The technicians that Qwest uses to make the actual splices in the fiber plant are the same whether the fiber will be used for IOF or loop plant. There is no issue with different crews or different procedures, fiber is fiber.

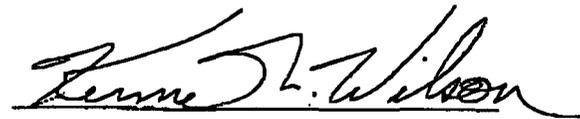
12. Qwest has also asserted in other workshops that Qwest personnel who design loop facilities do not have immediate access to information and records regarding spare IOF facilities. Qwest witnesses have stated that the Qwest personnel who design loops do not have access to the systems that maintain IOF facility inventory. They did not say, however, that it would be infeasible for those Qwest personnel to be given that capability. Qwest maintains inventory systems for both IOF and loop facilities. Qwest could choose to make access to both systems available to any of its personnel. If Qwest had a situation where it needed to evaluate spare IOF that could be used for loop plant, it has the ability to make the IOF facility information available to its loop planning personnel. An example of this type of situation would be when a new shopping mall, that was previously unplanned, is scheduled to be built on vacant land where no current loop plant exists. Qwest has the ability to view all spare facilities and make decisions as to which facilities should be used for what purpose.

¹ WA Tr.(07/11/01), p. 4407.

13. In summary, it is technically feasible for Qwest to redesignate fiber from IOF to loop plant. The Qwest witness has admitted that he cannot testify that Qwest has never done it for itself.² I am familiar with other RBOCs that have done this type of reassignment in the past. Qwest has the ability to do it for itself, and rather than refuse a CLEC order for facilities, Qwest should be required to redesignate facilities for CLECs.

FURTHER AFFIANT SAYETH NOT.

Dated this 5th day of October, 2001.



Kenneth L. Wilson

² *Id.*, p. 4409.

04140

1 BEFORE THE WASHINGTON UTILITIES AND
2 TRANSPORTATION COMMISSION

3 In the Matter of the)
Investigation into)
4)
U S WEST COMMUNICATIONS, INC.'s) Docket No. UT-003022
5) Volume XXX
Compliance with Section 271 of) Pages 4140 to 4414
6 the Telecommunications Act of)
1996)
7 -----)
In the Matter of)
8) Docket No. UT-003040
U S WEST COMMUNICATIONS, INC.'s) Volume XXX
9) Pages 4140 to 4414
Statement of Generally)
10 Available Terms Pursuant to)
Section 252(f) of the)
11 Telecommunications Act of 1996)
_____)
12

13 A Workshop in the above matters was held on
14 July 11, 2001, at 8:30 a.m., at 1300 South Evergreen
15 Park Drive Southwest, Room 206, Olympia, Washington,
16 before Administrative Law Judge ANN RENDAHL.

17 The parties were present as follows:

18 THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION, by PAULA STRAIN and DAVE GRIFFITH, 1400
19 South Evergreen Park Drive Southwest, Post Office Box
40128, Olympia, Washington, 98504-0128.

20 WORLDCOM, INC., by ANN HOPFENBECK, Attorney
21 at Law, 707 - 17th Street, Suite 3900, Denver, Colorado
80202.

22 AT&T, by SARAH KILGORE, Attorney at Law, and
23 via bridge line by REBECCA DECOOK, Attorney at Law, 1875
Lawrence Street, Suite 1575, Denver, Colorado 80202.

24 Joan E. Kinn, CCR, RPR
25 Court Reporter

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1 QWEST CORPORATION, by KARA M. SACILOTTO,
Attorney at Law, 607 - 14th Street Northwest,
2 Washington, D.C. 20005, and by LISA ANDERL, Attorney at
Law, 1600 Seventh Avenue, Suite 3206, Seattle,
3 Washington 98191.

4

ELECTRIC LIGHTWAVE, INC.; XO WASHINGTON,
5 INC.; and TIME-WARNER TELECOM OF WASHINGTON, by GREGORY
J. KOPTA, Attorney at Law, Davis, Wright, Tremaine, LLP,
6 1501 Fourth Avenue, Suite 2600, Seattle, Washington
98101.

7

TELIGENT SERVICES, INC., RHYTHMS LINKS, INC.,
8 AND TRACER, by ARTHUR A. BUTLER, Attorney at Law, Ater
Wynne, LLP, 601 Union Street, Suite 5450, Seattle,
9 Washington 98101.

10 SPRINT COMMUNICATIONS COMPANY, by BARBARA
YOUNG, Attorney at Law, 902 Wasco, Hood River, Oregon
11 97031.

12 COVAD COMMUNICATIONS COMPANY, by MEGAN
DOBERNECK, Attorney at Law, 7901 Lowry Boulevard,
13 Denver, Colorado 80230.

14 RHYTHMS LINKS, INC., by DOUGLAS HSIAO,
Attorney at Law, 9100 East Mineral Circle, Englewood,
15 Colorado 80218.

16 ALSO PRESENT:

17 DAVE DITTEMORE, Commission Staff
TOM WILSON, Commission Staff
18 LARRY BROTHERSON, Qwest
LAURIE EIDE, Qwest
19 CHRIS VIVEROS, Qwest
JEAN M. LISTON, Qwest
20 BARRY ORREL, Qwest
DENNIS PAPPAS, Qwest
21 JEFF HUBBARD, Qwest
MICHAEL SCHNEIDER, WorldCom
22 CINDY MCCALL, WorldCom
MICHAEL ZULEVIC, Covad
23 MINDA CUTCHER, Covad
REX KNOWLES, XO
24 TIM PETERS, ELI
KEN WILSON, AT&T
25

04407

1 design facilities, a couple of issues I would like to
2 mention on this issue. One of these -- one of the
3 issues is that as a design engineer and outside plant
4 engineer, we don't have access ourselves to IOF
5 facilities. Even under the same -- if they're in the
6 same sheath, IOF and design, outside plant design
7 facilities, the IOF facilities are basically reduce
8 those numbers of strands of fibers are reduced from the
9 availability of the full count of that fiber. So as a
10 design engineer, we don't even see those fibers as being
11 available.

12 When you place, on the second issue, when you
13 place IOF and design facilities in the outside plant,
14 most of the times they're in what we call splice cases
15 or waffle cases. When you splice fiber in a waffle
16 case, the IOF is spliced in an inner compartment of that
17 waffle case, and the design, outside plant design
18 circuits are then placed in trays that are then separate
19 from the IOF facilities.

20 JUDGE RENDAHL: Mr. Hubbard, can you --

21 MR. HUBBARD: And they don't have access.

22 JUDGE RENDAHL: Can you explain, is that a
23 waffle case?

24 MR. HUBBARD: Waffle case, it's a splice
25 case, water tight splice case.

04409

1 fibers basically.

2 MS. SACILOTTO: Okay. And just to clarify,
3 does Qwest for itself if it needs extra loop facilities,
4 does it redesignate working IOF as new facilities for
5 itself?

6 MR. HUBBARD: I could never say never on
7 that, but I haven't seen them do that. As a design
8 engineer, I could never get IOF to release any fibers to
9 me to redesignate as distribution, if you will.

10 MS. SACILOTTO: And what does Qwest do if it
11 retires IOF or replaces it with new facilities if those
12 interoffices -- what does it do with those facilities?

13 We had a discussion about this in other jurisdictions.

14 MR. HUBBARD: Yeah, it -- older trunk cables
15 that were copper facilities that were replaced with
16 interoffice facilities that are of fiber, if that copper
17 cable that was once a trunk cable or interoffice cable
18 is still in good shape, it can be redesignated as
19 distribution or feeder cables and put into a normal
20 outside plant.

21 MR. WILSON: Would Qwest do that before, for
22 a CLEC, before it would declare a route not available
23 because of lack of facilities if you had old copper that
24 had been used for trunks that could be redesignated, was
25 idle essentially, but currently designated as IOF, would

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1 going forward, where no facilities are available, Qwest
2 will now cancel the orders instead of backlogging them
3 or listing them as held orders.

4 And I think this accentuates the problem that
5 we were just discussing of CLECs not being on an equal
6 footing with retail customers. I think that the new
7 Qwest position does two things. One, it shows a
8 difference between how CLECs are treated and how retail
9 customers are treated, because I don't believe that they
10 do that type of order cancellation for retail customers.
11 And the second problem I have with this goes more to the
12 matrix. I think it will mess up the parity comparisons
13 for intervals, because where you're canceling CLEC
14 orders so you're not having long orders that would tend
15 to make the average lengthen, I don't believe that they
16 do that for themselves. In other words, I think that
17 they keep held orders for internal purposes and for
18 retail customers in their system, so this I think will
19 tend to skew the results of the ordering intervals.

20 MS. STRAIN: Mr. Wilson, do you have an SGAT
21 section or another reference that reflects the Qwest
22 policy that you just described?

23 MS. KILGORE: This was a Qwest policy that
24 was issued to the CLEC community, and I apologize, I
25 don't have the product announcement number with me. I

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1 one of them, second lines are included in an obligation.
2 But the -- I know that the orders are held and they do
3 -- and they sit in a held status. I don't know all the
4 processes that goes around the retail handling of those.

5 MS. KILGORE: Well, it appears to me that a
6 reasonable company who was operating a phone network
7 would use that type of information in order to
8 understand where build is required on a going forward
9 basis.

10 MS. LISTON: And I didn't disagree with that.
11 I just said I didn't know the specifics on how that's
12 handled. That's exactly what happens, I mean when their
13 orders are held that they go into our overall
14 forecasting plans. I don't know the mechanics of that
15 specifically, but yes, that information is used for
16 future plans.

17 MS. KILGORE: So we're in an area where we
18 have exhaust, what Qwest's new policy does is reject
19 those orders out of hand, and what I would like to know
20 is whether Qwest is maintaining a record of the request
21 even if you're rejecting the order that would be used
22 for the same purpose of what we just talked about?

23 MS. LISTON: We're not, no.

24 MS. KILGORE: Okay. And my next line of
25 questioning is when that facility is built, you're in

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO**

In the matter of)
)
The Investigation into Qwest)
Communications, Inc.'s Compliance with) Docket No. 97I-198T
§ 271(c) of the Telecommunications Act of)
1996)

**VOLUME V A
IMPASSE ISSUES**

**COMMISSION STAFF REPORT ON
ISSUES THAT REACHED IMPASSE
DURING THE WORKSHOP INVESTIGATION
INTO QWEST'S COMPLIANCE WITH**

CHECKLIST ITEMS:

- No. 2 – Access to Unbundled Network Elements
(Line Splitting and Access to NIDs)**
- No. 4 – Access to Unbundled Local Loops**
- No. 11 –Local Number Portability**

1. when an entire IOF copper plant is retired and replaced with fiber, provided the entire copper plant is in good enough condition to use as loop facilities.

Findings and Recommendation:

2. It is Staff's opinion that Qwest need not redesignate interoffice transport facilities when loop facilities are at exhaust. Neither the FCC nor the Act requires Qwest to do this. However, Qwest is required to treat the CLECs in the same manner as it treats itself.¹⁵² As long as Qwest does not provide this redesignation service for itself, it does not have to provide it for any CLEC. AT&T has not presented any evidence to the contrary. [However, Staff is aware of a situation in which the reverse occurred. Qwest redesignated distribution facilities as interoffice facilities in the instance of replacing its interoffice transport facilities to Rico Telephone Company.] It goes without saying that orders for UNE loops that go unfilled because of exhausted distribution facilities will be treated as held orders, and Qwest will be liable to the CLEC for any appropriate remedy including penalties under the Performance Assurance Plan.
3. Therefore, Staff recommends that no further action be taken on this issue.

¹⁵² See 47 C.F.R. § 51.313(b) ("the terms and conditions pursuant to which an incumbent LEC offers to provide access to unbundled network elements ... shall, at a minimum, be no less favorable to the requesting carrier than the terms and conditions under which the incumbent LEC provides to itself"); see also Qwest SGAT § 9.1.2 ("where technically feasible, the access and unbundled network element provided by Qwest will be provided in 'substantially the same time and manner' to that which Qwest provides to itself, or to its affiliates.").

1 BEFORE THE PUBLIC UTILITIES COMMISSION
2 OF THE STATE OF COLORADO
3 Docket No. 97I-198T - Workshop 3
4 * * *
5 IN THE MATTER OF THE INVESTIGATION OF US WEST
6 COMMUNICATIONS, INC.'S, COMPLIANCE WITH SS 271(c)
7 OF THE TELECOMMUNICATIONS ACT OF 1996.)

8 -----

9 Pursuant to continuation, the Technical Workshop
10 was held at 8:30 a.m., April 20, 2001, at 3898 S.
11 Wadsworth, Lakewood, Colorado, before Facilitators
12 Hagood Bellinger and Martin Skeer.

13 APPEARANCES
14 (As noted in the transcript.)

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1 five o'clock today.

2 MS. WAYSDORF: We're comfortable with
3 deferring that to general terms and conditions, which I
4 gather is the consensus of the group.

5 MR. BELLINGER: Seems to be.

6 MS. QUINTANA: What happens with 28?

7 MR. BELLINGER: I don't believe --

8 MS. STEWART: 28.

9 MS. WAYSDORF: We're still hoping to get
10 Karen to restate their proposal on 28.

11 MR. DIXON: Did we close 28?

12 MS. STEWART: Well, we closed 28.

13 MR. BELLINGER: No, we didn't.

14 MS. STEWART: Because, in fairness to the
15 group, I don't think it's appropriate to do that.

16 MS. WAYSDORF: If you wouldn't mind
17 restating your position on 28, because I kind of lost
18 it.

19 MS. STEWART: Okay. SB-28. Qwest will
20 not take an analysis of stranded investment into
21 account when providing a dark fiber subloop to a CLEC.
22 And I think we're, with the understanding that there's
23 full cost recovery of the feeder loop as contemplated
24 in Exhibit A, and I believe we may be closed or and
25 deferred that to the cost docket. The second element

1 is as it relates to interoffice.

2 MR. BELLINGER: What did you defer?

3 MS. STEWART: We deferred that whole cost

4 aspect -- and this is the possible issues that Becky

5 addressed -- to the cost docket.

6 MR. BELLINGER: Okay.

7 MS. STEWART: So it's fair game for

8 anyone to go over there and express their concerns.

9 Now, take the exact same statement and move it down.

10 Well, we agreed to make the commitment to interoffice

11 facilities, and we are not, at this time, in a position

12 to make that offer, so Qwest will not agree to make

13 sections of IOF available at this time.

14 MR. WILSON: Just one comment on that. I

15 don't see that this is really an issue, because the way

16 facilities are laid, you have a fiber between two

17 offices. It runs past buildings. Qwest uses that

18 fiber for both loop and interoffice facilities. So, if

19 a CLEC orders subloop, you don't know where facilities

20 are, it doesn't really matter. So I am not sure this

21 is a real issue.

22 MS. STEWART: We're not sure either, Ken,

23 but we haven't been able to confirm that we would offer

24 splicing in IOF, because subloop is literally getting

25 portions of a loop. Subloop is not getting portions of

1 interoffice facilities. You are asking us to commit to
2 including our interoffice facilities into a subloop
3 context, and we're not willing to do that. And,
4 basically, it's at impasse, to get to the bottom line.

5 MR. BELLINGER: What's at impasse?

6 MS. WAYSDORF: Wait, wait, wait.

7 MS. JENNINGS-FADER: If it's an issue,
8 it's at impasse.

9 MS. WAYSDORF: It's not an issue that
10 Yipes has raised. We're comfortable.

11 MS. STEWART: Are you going to raise it?

12 MR. BELLINGER: I don't think anybody has
13 raised that condition.

14 MR. WENDLING: Well --

15 MR. BELLINGER: I am giving them a chance
16 to raise it, if they want.

17 MR. WENDLING: The broad language of what
18 you are saying is in Conflict with what Ken said; that
19 there are some routes where it is quite possible that,
20 in that same route, there's both interoffice facility
21 and distribution or feeder, whatever, in that same
22 route if not in the same sheath. For example, from
23 Ridgeway to Rico, you got distribution and the
24 interoffice facility to Rico in the same sheath of
25 fiber. So, denying someone access to that distribution

1 loop feeder, however unlikely it would occur in
2 Ridgeway, right, because the Rico interoffice
3 facilities are in the same sheath sounds overly broad.

4 MS. STEWART: No. We're not going to
5 deny it because it's the same sheath. I want to be
6 clear. And to the extent I misspoke, I am looking back
7 to my technical people. Typically Qwest has -- and I
8 don't know if -- "assigned" is not the correct word,
9 maybe, to use in the context of dark fiber, but some
10 fiber is -- its intended use is for interoffice
11 facilities.

12 MR. BELLINGER: What is spliced through
13 for interoffice use.

14 MS. STEWART: Spliced through for
15 interoffice use.

16 MR. BELLINGER: Right.

17 MS. STEWART: Some, at that same
18 location, is intended to be part of plant facilities
19 and to be available on the loop kind of basis. To the
20 extent that there is dark fiber -- dark fiber that has
21 been spliced through with the anticipation of being
22 interoffice facilities, we are not agreeing to make
23 that piece available on a subloop component. And
24 that's really what it comes down to. If the dark fiber
25 is inventoried, put into our system, spliced through

1 with the expectation of being used for interoffice
2 facilities, we will not extend our subloop obligations
3 to that fiber.

4 MR. WILSON: I don't think you can do
5 that.

6 MS. STEWART: Then we can put it at
7 impasse, Ken.

8 MR. WILSON: Because what you are doing
9 is reserving capacity for yourself, essentially, by
10 doing that. In other words, on the route that Warren
11 just mentioned, you could designate all of the
12 available dark fiber in that as interoffice not
13 available for CLECs use as loops, even though you have
14 used some of it in the past for loops yourself. I
15 don't think that is either consistent with the SGAT or
16 with the intent of the language in the orders before
17 the FCC, the FCC orders or the act. I think it's we do
18 it if you do. It's an impasse issue.

19 MS. STEWART: I am not sure, from a track
20 standpoint, how often or if this is going to occur, and
21 we're more than happy to put it at impasse. I would
22 just note, for the record, we're not reserving it for
23 our use. We're reserving it for the use of anyone. A
24 CLEC could come right behind, and I am using Yipes as
25 an example, and say I need some interoffice facilities

1 between Central Office A and B. They are going to get
2 that same -- Ken, we're not reserving it for us. We're
3 just saying that, in the design and control around
4 allocation of our network, that's been spliced through
5 for interoffice use by anyone who wants to obtain
6 access to that spare dark fiber. But we're not going
7 to extend our subloop unbundling requirements into our
8 interoffice facilities. I will let you know that's
9 true whether it's dark fiber or whether it's OCN level
10 loops. We're not going to start busting our
11 interoffice into segments. We can send that to
12 impasse.

13 MR. BELLINGER: Well, Mana.

14 MS. JENNINGS-FADER: I am unclear as to
15 how would -- how does one know how -- does Qwest know
16 when to start busting. When, in your -- when, in the
17 example, dark fiber is spliced through with the
18 anticipation that it will be used for interoffice
19 facilities, is there an -- is it inventoried somewhere
20 in a system? How does one know?

21 MS. STEWART: Yes. My understanding is
22 that it's inventoried into a system, so that when you
23 went into TIRKS and said, is there a route from here to
24 here, it would show up in that route.

25 MS. WAYS DORF: It would show up as --

1 MS. STEWART: Interoffice.

2 MS. WAYS DORF: Inter?

3 MS. STEWART: Correct. That's my
4 understanding, subject to check by my technical person,
5 who is out of the room.

6 MS. JENNINGS-FADER: Who is checking.

7 MS. STEWART: He knows the answer to that
8 one I am sure.

9 MR. BELLINGER: Assuming we can identify
10 it, does the group want to take that to impasse?

11 MR. WILSON: Yes.

12 MR. SEKICH: Just want to make a
13 clarification.

14 MR. BELLINGER: I have that identified as
15 SB-30.

16 MR. BECK: Isn't that really -- isn't
17 that really a subpart of SB-25, 26 and 28? Does it --
18 has it not been designated?

19 MR. BELLINGER: I don't think -- I have
20 it as IOC dark fiber is not available to subloop. I
21 didn't miss your point.

22 MR. BECK: You are missing my point.

23 MR. BELLINGER: I didn't miss your point.

24 MR. BECK: I was talking to Karen. I am
25 sorry.

1 BEFORE THE PUBLIC UTILITIES COMMISSION
2 OF THE STATE OF COLORADO
3 Docket No. 97I-198T - Workshop 5

4 * * *

5 IN THE MATTER OF THE INVESTIGATION OF US WEST
6 COMMUNICATIONS, INC.'S COMPLIANCE WITH SS 271(c)
7 OF THE TELECOMMUNICATIONS ACT OF 1996.

8 -----

9 Pursuant to continuation, the Technical Workshop
10 5 was held at 8:35 a.m., May 24, 2001, at 3898 Wadsworth
11 Boulevard, Lakewood, Colorado, before Facilitators
12 Hagood Bellinger and John Schultz.

13 APPEARANCES
14 (As noted in the transcript.)

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1 primary basic local exchange service with regard to
2 your carrier-of-last-resort obligations. I think that
3 varies somewhat, but my understanding of what's
4 included in that is just residential, one-party
5 service, or is business included in that?

6 MS. LISTON: The primary business line is
7 included also.

8 MS. YOUNG: So, in the event that you
9 would have, on the retail side, a multi-line business
10 customer calling up and requesting additional lines,
11 and you have no facilities left, are those orders being
12 rejected also?

13 MS. LISTON: For additional lines, they
14 would be rejected.

15 MS. YOUNG: So it's not showing up?

16 MR. BELLINGER: Wait a minute. You said
17 retail, right?

18 MS. YOUNG: Uh-hum.

19 MS. LISTON: Oh, I am sorry. Thank you.

20 MS. YOUNG: Retail. A multi-line
21 business customer asks for additional lines, you are
22 totally out of facilities, are those orders getting
23 rejected or do those show up in our held-order status?

24 MS. LISTON: Retail side shows up in our
25 held-order status.

1 MS. YOUNG: Even though you really have
2 no obligation to build in that scenario either?

3 MS. LISTON: We don't have a POLR
4 obligation to build in that scenario. We do take the
5 held order -- we do take the order. It goes held, and
6 it can sit, and sometimes can sit for a long time. So
7 there isn't -- so the orders do -- they are taken, they
8 are held. I know for myself, when I called in for any
9 additional lines, we didn't have facilities, there was
10 no commitments made to me that I would get an
11 additional line or when I would get it. Basically, I
12 was a retail customer. You can place the order if you
13 want. We don't know for sure if you will get it, or
14 when it will come, and the decision was left to me, and
15 whether or not I wanted to place the order.

16 MS. YOUNG: Would it show up in your held
17 order as far as your retail service quality reporting
18 goes?

19 MS. JENNINGS-FADER: We can maybe
20 clarify.

21 MS. QUINTANA: We can clarify that the
22 definition of held orders only goes to basic local. It
23 does not go to additional lines.

24 MS. YOUNG: Okay. So, it's just primary
25 rest and bis?

1 MS. JENNINGS-FADER: Yes.

2 MS. YOUNG: That's the only thing that
3 shows up in reporting, then. Okay. Thanks. That's
4 what I was getting at.

5 MR. BELLINGER: Okay. Any other comments
6 on this? Okay.

7 MR. DIXON: This is Tom --

8 MS. DOBERNECK: Okay.

9 MR. BELLINGER: I really called on
10 Sarah, Tom.

11 MR. DIXON: I didn't know who you called
12 on.

13 MS. KILGORE: Just a follow-up on what
14 Barb said. So, Jean, basically you said your retail
15 customers are given the option of placing an order,
16 knowing it's just going to sit there until facilities
17 become available, if they ever do. And that sounds
18 like a different policy than what you said to the
19 CLECs. I just wanted to make sure that I understood
20 that correctly.

21 MS. LISTON: You did.

22 MR. BELLINGER: Tom.

23 MR. DIXON: Thank you. I have some
24 questions, Jean, relating to, first, 9.1.2.1, which is
25 the section that's referenced with this loop issue.

1 copy, please?

2 MR. BELLINGER: We have been exploring
3 this for over an hour, hour and a half now. We've
4 built quite a record on it.

5 MR. DIXON: I would just like a copy.

6 MR. BELLINGER: I'm not questioning you,
7 Tom; I was really not referring to you.

8 MR. DIXON: I'm sorry.

9 MR. BELLINGER: I was thinking we've
10 beaten this up pretty good. If there is something new
11 we can take it, but I don't know that -- we know it's
12 at impasse. I don't know what else to do with it, you
13 know?

14 Megan?

15 MS. DOBERNECK: I have just one question.

16 MR. BELLINGER: Okay.

17 MS. DOBERNECK: Jean -- this little
18 preface there -- if I understand on the retail side, if
19 it's -- if an order is held for more than 30 days, the
20 customer has the choice of hanging on or not; is that
21 correct?

22 MS. LISTON: Um, there isn't a -- there
23 is no 30-day provision on the retail side. It's an
24 up-front decision: Do you want to place the order or
25 don't you want to place the order? We currently have

1 no facilities.

2 MS. DOBERNECK: Isn't it correct that
3 under Qwest's retail tariff that for your retail
4 customers if an order is held for more than 30 days
5 that they are -- that they then receive a credit every
6 month past 30 days during which that order is held?

7 MS. LISTON: That's the -- under our COLR
8 requirements, so it's only for primary basic service.

9 MS. DOBERNECK: Okay, thank you.

10 MS. LISTON: And I don't know if -- I
11 don't know what the Colorado rules are in terms of how
12 that's handled, so I don't know if it's specifically a
13 credit. But it's the only for the services under COLR
14 rules.

15 MS. DOBERNECK: Thank you.

16 MR. BELLINGER: I think we're at impasse
17 without any doubt.

18 MS. DeCOOK: Hagoood, I have a question
19 for you.

20 MR. BELLINGER: Yes.

21 MS. DeCOOK: It seems to me that we have
22 multiple issues under this -- this loop issue and maybe
23 we want to create an A and B. It seems to me that A is
24 the held-order issue and B is the build issue.

25 MS. SACILOTTO: Well, can we put B into

- 1 APPEARANCES
- 2
- 3 Mr. Larry Reichman, Attorney at Law
Appearing on behalf of Qwest Communications;
- 4 Mr. Chuck Steese, Attorney at Law
Appearing on behalf of Qwest Communications;
- 5
- 6 Ms. Kara Sacilotto, Attorney at Law,
Appearing on behalf of Qwest Communications;
- 7 Ms. Ann Hopfenbeck, Attorney at Law
Appearing on behalf of WorldCom, Inc.;
- 8
- 9 Mr. Steven Weigler, Attorney at Law,
Appearing on behalf of AT&T Communications;
- 10 Ms. Rebecca DeCook, Attorney at Law, (by telephone),
Appearing on behalf of AT&T Communications;
- 11
- 12 Ms. Sarah Kilgore, Attorney at Law,
Appearing on behalf of AT&T Communications;
- 13 Ms. Lise K. Strom, Attorney at Law,
Appearing on behalf of Electric Lightwave, Inc.
14 and Time Warner Telecom;
- 15 Ms. Jean Liston, Witness for Qwest Corporation;
- 16 Mr. Dennis Pappas, Witness for Qwest Corporation;
- 17 Ms. Karen Stewart, Witness for Qwest Corporation;
- 18 Ms. Mary LaFave, (by telephone), Witness for Qwest
Corporation;
- 19
- 20 Mr. Chris Viveros, Witness for Qwest Corporation;
- 21
- 22 Mr. Ken Wilson, Witness for AT&T Communications;
- 23 Mr. Tim Peters, Witness for Electric Lightwave, Inc.
- 24
- 25 Staff: Mr. Tom Harris
Mr. David Booth

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1 section of this workshop.

2 ALJ ARLOW: All right. So that that will be
3 flagged and then raised.

4 MR. STEESE: That has been dealt with in
5 detail in the general terms workshops, which we'll be
6 dealing with here, as I understand it, in September.

7 ALJ ARLOW: Right. That's Part 2 of
8 Workshop 4.

9 MR. STEESE: Correct.

10 ALJ ARLOW: All right. Next item, Oregon
11 Loop-20. This was one which is also picking up on
12 9.2.2.3.1 earlier, along with 9.2.4.3.1.2.4.

13 AT&T, would you like to discuss the held order
14 policy that you're concerned with or should we have
15 Qwest start with describing the held order policy.

16 MR. STEESE: If we can do that, that would be
17 preferable.

18 ALJ ARLOW: Go ahead.

19 MS. LISTON: The Qwest policy is that we do
20 not -- we believe that the FCC has required an
21 unbundling of the existing network. And that it does
22 not have a requirement to build a new network for the
23 CLECs. Part of that overall philosophy is we believe
24 that there is not an obligation for building. Qwest has
25 made several concessions throughout the workshop. And

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1 has also included some information for the CLECs. The
2 way that the existing build -- the way we handle orders
3 when they come in from the CLECs for unbundled loops, is
4 if there is a growth job that's planned that would meet
5 the demand of the CLEC's order, Qwest will take that
6 order, hold it and notify the CLEC that it's being held
7 and that the expected ready for service date for that
8 facility is, and we would give them the information. So
9 if there is a growth job in progress, or it's planned,
10 we will hold the CLEC's order for that particular job.
11 However, if there is no job planned, or if there's an
12 incompatibility between what the CLECs are asking for
13 and what the network facilities are, and specifically
14 this occurs when CLECs ask for a two-wire non-loaded
15 loop, they specifically want a copper facility. And
16 many times the area that they're going into is only
17 served by pair gain. And we don't have plans that we'd
18 ever be putting additional copper in the ground in that
19 specific community. In those situations, we would
20 reject the order, send it back to the CLEC and say,
21 there are no facilities that meet your requirements in
22 that area.

23 Qwest in another jurisdiction did create a new
24 provision that we will make available, be effective
25 August 1st, that will make this information available.

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1 We'll have a Website available where we will post any
2 growth jobs, outside plant growth jobs that are in
3 excess of a \$100,000. And we will make that information
4 available, so the CLECs will know where our future
5 growth plans are. And we've included that in our SGAT.

6 We've done some -- oh, the other thing that we
7 will do is if the order is for a primary service, we
8 will provision it also, based on our provider of last
9 resort responsibilities.

10 We looked across other jurisdictions, other
11 ILECs.

12 ALJ ARLOW: Excuse me. Just so I can
13 understand where the position of Qwest is now, primary
14 service is POTS or POTS plus what else?

15 MR. STEESE: Whatever obligations we have on
16 the retail side, we carry over to the wholesale side.

17 ALJ ARLOW: Okay.

18 MS. LISTON: If a CLEC wanted us to build for
19 them, we would do that under special construction. We
20 looked across at other ILECs. And it's -- we saw that
21 that was the same policy that's being used by the other
22 ILECs also, that if there was a need for building, that
23 they would build on special construction.

24 ALJ ARLOW: Mr. Wilson?

25 MR. WILSON: With regard to the first issue on

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1 Loop-20, the Qwest change in its policy on holding
2 orders where facilities are not available, there are two
3 factors here. One, the new policy that going forward
4 instead of taking orders where they are claiming the
5 facilities are not available and holding them, they are
6 now going to reject those orders. Let me deal with that
7 first. I think this creates some problems. The first
8 is, and we will get to that a little bit more on part
9 (b) of this, as to Qwest's obligation to build
10 facilities. But the concern that is unique to part (a)
11 is the effect this will have on the metrics and the way
12 that the metrics are calculated for the provisioning of
13 loops. The effect of this on the CLEC side is that we
14 won't have any more long held orders for -- because of
15 facilities not available. But Qwest, on the retail
16 side, does not have such a policy. They will not
17 necessarily cancel an order for a retail customer. They
18 may hold that. And it may be held for a long time.
19 This will make their intervals look longer in relation
20 to CLEC orders in an arbitrary way. And the same with
21 internal provisioning of facilities for themselves. It
22 will arbitrarily make their orders look like they are
23 taking longer to work. And so then your parity
24 comparison will be out of whack, because the CLECs are
25 getting orders canceled, but Qwest has some orders that

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1 are held for facilities that take a long time. So I
2 think it creates an apples and oranges situation in the
3 metrics that probably the ROC needs to address.

4 ALJ ARLOW: And you're concerned that Qwest
5 will therefore look better than it deserves to look with
6 respect to its held order ratios and providing parity
7 between the CLECs and its own retail arm?

8 MR. WILSON: Yes. Both in the duration of the
9 interval and in the intervals for held orders,
10 because now orders for facilities will not be held for
11 CLECs. So it will make a couple of the metrics look
12 better for Qwest.

13 ALJ ARLOW: Now, is your concern for this,
14 one, that Qwest will therefore give substandard held
15 order holding periods for CLECs because it will be able
16 to use its own held order line showing that you're
17 getting at least as good a treatment so that the overall
18 level of service will go down?

19 MR. WILSON: It could do that. It could have
20 that effect.

21 ALJ ARLOW: Now, are you -- does the OSS among
22 its, I guess its PIDs, does it have a standard for how
23 long a held order should be, regardless of whether there
24 is parity between the CLEC and the ILEC's retail arm or
25 is it all relative?

Colloquy 135

1 MR. WILSON: A lot of -- most of the loops are
2 parity, so it's relative. There are a few with
3 benchmarks, but most are relative. And in the end, I
4 believe that the -- the backsliding penalties will be
5 based on parity.

6 ALJ ARLOW: Is there a way that an absolute
7 standard could be inserted in this that would take away
8 your concerns?

9 MR. WILSON: I haven't thought of that. It's
10 an interesting question.

11 ALJ ARLOW: Has this question been addressed
12 in any other 271 application filed with the FCC that
13 you're aware of?

14 MR. WILSON: I'm not aware of a cancelation
15 policy like this.

16 ALJ ARLOW: And this has been vented in each
17 of the other jurisdictions in which you've already held
18 this workshop?

19 MR. WILSON: To some extent. I actually had
20 done more thinking about the effect on the metrics since
21 the Washington workshop last week. This new policy
22 actually is fairly recent. And it came after some of
23 the loop workshops.

24 ALJ ARLOW: Ms. Hopfenbeck?

25 MS. HOPFENBECK: WorldCom concurs in this

Colloquy 136

1 concern, and did address this in our testimony about --
2 concerned about the rejection of orders when there are
3 facilities available. I have a question to ask Qwest
4 based on the SGAT lite that was distributed to the
5 parties here, because the SGAT lite that I have has
6 9.2.4.3.1.2.4, the provision that we're talking about,
7 deleted. And so I had come into the workshop thinking
8 you had modified your policy because that's the
9 provision that says that if facilities are not
10 available, and there's no facility build order pending,
11 Qwest will reject the order. But that's been deleted
12 from the SGAT. So I wanted to know what your intent was
13 with that or whether that's a mistake.

14 MS. LISTON: I think that was as a result of
15 the Washington workshop. We realized that that
16 information was also in the description, and right now
17 I'm blanking on the SGAT number, where we talk about the
18 entire build policy, and I think it's section 9.1
19 someplace. And we realized in Washington we had it in
20 two different places, and said because the section 9.1
21 was more inclusive and dealt with all the issues, that
22 it was more appropriate to just leave it alone there and
23 not have this reference in 9.2 also.

24 MS. HOPFENBECK: So I think just so that we
25 are all clear here about the issue we're discussing, we

Colloquy 137

1 ought to modify Oregon Loop issue 20 to reference the
2 appropriate section talking about the no build policy.

3 MR. STEESE: I have that section. It's
4 section 9.1.2.1 and several subsections thereunder.

5 MS. HOPFENBECK: And I would like to, so that
6 we bring out the facts, Mr. Wilson alluded to the way
7 Qwest deals with retail customers, I want to ask a few
8 questions of Ms. Liston.

9 Ms. Liston, isn't it true that when a retail
10 customer does place an order for facilities, and there
11 are no facilities available, Qwest will hold that order
12 for the retail customer regardless of whether or not
13 there is a build job scheduled that would cover that
14 retail customer's request?

15 MS. LISTON: The current Qwest retail policy
16 is to alert the customer that there is no facilities,
17 and then it is customer decision on whether or not they
18 place the order. If they elect to place the order, then
19 we will take it. I know that information is given to
20 them, you know, as I'll talk as myself as a retail
21 customer when I called in and asked for an additional
22 line, there were none. And they said, you know, we
23 don't have any plans to build for it, and I elected not
24 to place the order for my additional line at home. It
25 is left to the customer. But if they wanted us to take

Colloquy 138

1 the order, we will.

2 MS. HOPFENBECK: That's all I have.

3 ALJ ARLOW: Ms. Kilgore?

4 MS. KILGORE: To follow up on that question,
5 one of the things that Qwest did is we talked about this
6 issue in other workshops, was agree to provide CLECs
7 with notice of major network facility builds. I think
8 it's section 9.1.2.1.4, plant engineering jobs that
9 exceed \$100,000 in total cost. I guess the question
10 that I have is -- I have several questions relating to
11 that notice process. If, number one, do you have any
12 idea, Ms. Liston, how far in advance a CLEC or the ICONN
13 database would be populated with a build notification?

14 MS. LISTON: The information I've been given
15 on how that will work is once the job is approved and
16 funded, and we know that we're going ahead with the
17 plans, we would load it into the ICONN database. I
18 don't know how long that period of time is specifically,
19 and I don't know if it varies by job. But I know once
20 we know that it's for real, it's going to happen, it's
21 approved and funded, then it would go into the
22 database.

23 MS. KILGORE: Do you have like a guesstimate
24 of average, is it three months or, I mean, how far in
25 advance does funding happen?

Colloquy 139

1 MS. LISTON: I don't know.

2 MS. KILGORE: Secondly, the purpose of the
3 notice of advance builds was to give CLECs the
4 opportunity to know that they can begin providing
5 services in that location once that build is completed,
6 so that they can start thinking about how to market to
7 that area, et cetera. And my question is, once that --
8 that build is completed, how would held orders be
9 provisioned? In other words, we've heard that Qwest
10 will keep a held order for its own retail customers,
11 even if there's no build scheduled. And a CLEC would
12 not know that it could start taking orders for that area
13 until that notification of a build comes out and until a
14 build is actually planned, as I understand your policy.
15 So when you start provisioning customers -- and I'm
16 assuming that there would still be a limited
17 availability of facilities there -- how would those
18 customers be provisioned? Would they be in queue based
19 on when their order was placed?

20 MS. LISTON: Well, there's several factors
21 that go in. And one I want just to address that you
22 kind of touched on the edge of. And that is what --
23 about how it would be built in terms of the facilities
24 being made available. When Qwest does a major growth
25 job, it takes into consideration the facility needs for

Colloquy 140

1 that community. And it will look at many factors. And
2 it would look at the overall growth in the area to
3 determine how much they would grow. Because once you're
4 digging up or placing additional plant, it makes sense
5 to go ahead and put spare and excess capacity in at the
6 same time. So that it is taken into consideration, even
7 if there aren't held orders.

8 There is a priority process, and I don't know
9 all the details on it, but if we're in a situation where
10 we had any emergency services that were in that held
11 order situation, they would take first priority. So
12 there's some emergency services that take first
13 priority. Primary services where we have customers
14 without any service would be the next highest priority.

15 Then there is a process that goes through and
16 they start -- they start then implementing as much as
17 they can as fast as they can. There are some instances
18 where it does go by application date, where the
19 application date is looked at in terms of the actual
20 facility plant. But usually what happens is once that
21 facility is in place, then it's a fairly quick process
22 to get all the orders, that are in queue, processed as
23 quickly as possible, once we turn up the circuit.

24 Once the information is in the ICONN database,
25 the CLECs will -- then we would be in a situation where

Colloquy 141

1 we have a planned job, and CLECs would be able to
2 provision, you know, put in their orders, so that they'd
3 be able to get into queue also.

4 MS. KILGORE: Okay. And then just one final
5 question, if you know, Ms. Liston. Would Qwest use held
6 order information in its facility build plans? I think
7 you just mentioned, you know, that you take into account
8 the demand of that area, the needs of that area. Would
9 held orders be something that Qwest would look at for
10 that?

11 MS. LISTON: Held orders is one factor that's
12 looked at when they're getting ready to do a growth
13 job. But it's not the only factor. And the overall
14 growth of the area is then looked at also.

15 MS. KILGORE: So according to your policy, you
16 will no longer maintain held order records for CLECs
17 for, I guess, non-essential service, so doesn't that
18 mean that there's a fairly large portion or potentially
19 large portion of information that you won't be
20 considering in your build plans?

21 MS. LISTON: In terms of specific orders that
22 may have been held, and they weren't for primary
23 service, yes, you're right. They wouldn't be in the
24 held order. However, as I talked through with some of
25 the engineers in Washington this very question, and what

Colloquy 142

1 they said is the way the process usually works is that
2 the held order really just serves as the trigger for,
3 you know, that we have to look for a potential growth
4 job. But that they really go into several other
5 factors, economic factors and growth factors within the
6 community. And to the extent that we can see the area
7 is growing or, you know, new subdivisions and new
8 buildings going up, that information is taken into
9 consideration. Who's going to be the provider of the
10 service doesn't really matter, but rather we know that
11 the area is growing, because that's how the engineers
12 would look at making the decisions from the growth
13 position -- for the growth job. So, the provider isn't
14 really key, but rather that the community is growing and
15 needs the additional facilities.

16 MS. KILGORE: But just to follow up, I'm not
17 necessarily concerned about which CLEC has which held
18 orders, but rather that those held orders are no longer
19 a part of the consideration process. It could have
20 been, as you described, if this customer had been a
21 Qwest retail customer, they might have, when you said,
22 we don't have facilities and we're not planning to
23 build, they might have said we still want you to hold
24 our order. CLECs now don't have that option with
25 Qwest. They don't have that ability to say we still

Colloquy 143

1 want that held order to sit there. So I'm thinking
2 there's a piece of information that may be missing.
3 MR. STEESE: If I can jump in here and address
4 one other issue. I'm going to get back something
5 Mr. Wilson said, and then tie it into the questions that
6 were just asked. Mr. Wilson suggested that somehow this
7 would skew our metrics, because somehow information
8 would be included for Qwest and not included for the
9 CLECs. In fact, it's exactly the opposite. When you
10 look at the primary time when this occurs, when a held
11 order is placed on a loop facility, it's one of two
12 situations. It's primary facility. It's where we would
13 have an obligation to build, and it would be then
14 flagged as something we have an obligation to do.
15 The other is DSL service. They -- the
16 customer only has service over carrier system or
17 something that won't support DSL, and they want copper.
18 And, in fact, we have a history of a year and a half or
19 so, where, in fact, we had huge volumes of held orders
20 where customer X was served over a loop that would never
21 support DSL. And we had no plans to build copper
22 facilities there. So it was held forever, with no plan
23 to build and no need to build and no obligation to
24 build. And so the opposite occurs. And that is that
25 the metrics are skewed against Qwest, because on the DSL

Colloquy 144

1 side, if we don't have a loop to support it, we reject
2 the order outright. We tell the customer, sorry, we
3 can't provide the service. And so all we're doing is
4 the exact same thing effectively for the DLEC.

5 And let me add one other thing. We negotiated
6 an agreement with the DLECs in Colorado on an FOC trial
7 that I think you spoke of earlier today. And the exact
8 policy of reject -- or if there's a build plans, tell us
9 about it and give us that date, or give us the due date,
10 was exactly what was negotiated in the FOC trial and
11 exactly was agreed to by all parties.

12 ALJ ARLOW: Mr. Wilson, what would be the
13 advantage of staying on a list for held orders if there
14 is no chance that the order will ever be filled? Why
15 would you want to be on that list?

16 MR. WILSON: Well --

17 ALJ ARLOW: Not to change the metrics.

18 MR. WILSON: The situation that Mr. Steese was
19 arguing, which might lead to the -- to the example that
20 you are raising, was not the one that I was really
21 addressing. I mean, I'm not sure that the cure for that
22 problem is what Qwest is doing.

23 ALJ ARLOW: That sounds like the other side of
24 the same coin. They said we can't fulfill the order, so
25 we're going to reject it. You're saying you can't

Colloquy 145

1 fulfill the order, but hold it anyway.

2 MR. WILSON: I was looking at situations where
3 they probably will build facilities in the future. And,
4 in fact, it can throw the CLEC out of the queue,
5 because their policy is first come first serve. And if
6 they reject the CLEC order, but keep the retail order
7 alive, when they do get facilities, the CLEC will be
8 lower in the queue. And, in fact, it could lead to the
9 CLEC not getting facilities ever, and you could -- they
10 could theoretically build and keep building for retail
11 and not provisioning for wholesale at all.

12 ALJ ARLOW: Ms. Liston, do they hold those
13 orders indefinitely, years?

14 MS. LISTON: I don't know if they're held
15 indefinitely. I don't know the answer to that
16 question.

17 One of the things though --

18 ALJ ARLOW: I think we ought to find out. I
19 mean, if there's no limit, it's one thing to hold
20 something because it's within your planning period. And
21 here may be an overall master plan to, let's say, expand
22 in an area, but you haven't yet mapped out the
23 particular local construction plan that would be
24 sufficiently detailed to warrant putting it on your
25 Website. That may be part of like a general growth plan

Colloquy 146

1 for like your three-year outside plant construction plan

2 or something along that line.

3 MS. LISTON: I think I may have misunderstood

4 the question. Is it -- are you looking for how long do

5 we hold the order, a held order?

6 ALJ ARLOW: Yes. Let's say, for example, you

7 got a retail order in for some facilities. Those

8 facilities are not available. Okay. And you don't have

9 the construction plan yet for the area where those

10 facilities would be available.

11 MS. LISTON: Okay.

12 ALJ ARLOW: How long do you hold that? Do you

13 reject it?

14 MS. LISTON: I just wanted to make sure I

15 understood the question before we try to get the

16 answer.

17 ALJ ARLOW: All right. The answer is you

18 don't know.

19 MS. LISTON: I don't know.

20 ALJ ARLOW: They can hold something in

21 perpetuity?

22 MR. STEESE: Can I as a clarifying question

23 there, Judge?

24 ALJ ARLOW: Sure.

25 MR. STEESE: I'm confused about the type of

Colloquy 147

1 service we're actually providing here. I mean, there
2 are situations where it's primary service and/or we have
3 COLR obligations. And certainly there the CLEC would
4 submit the order. And then I'm looking at the other
5 types of loops that would be available. And they would
6 be DSL type loops, where we would reject orders on our
7 side. And then the other is high capacity loops. And
8 so what type of loop is Mr. Wilson actually speaking of
9 here that we are allegedly holding indefinitely for
10 ourselves that they can't get access to?

11 ALJ ARLOW: Well, that will help if you -- I
12 thought you might agree on that. I thought that was
13 pretty well understood.

14 MR. STEESE: I don't understand myself.

15 MS. HOPFENBECK: Well, I mean, I asked you
16 that question, if we -- I asked Jean the question if you
17 receive a retail order for a loop, and I did not specify
18 what time, but there's no facility available, and
19 there's not an engineering job that would cover, would
20 you hold that order. She answered yes. I assumed that
21 meant you would do that no matter what type of loop the
22 retail customer ordered. But I think you have to answer
23 that question first. I mean, is there a different
24 policy depending on what the retail customer orders?
25 Because I assumed it wasn't primary service, because

Colloquy 148

1 primary service, I think you've indicated, you will
2 build for.

3 ALJ ARLOW: You have to build for primary
4 service.

5 MS. HOPFENBECK: Right. So --.

6 MS. LISTON: There are, once we get into some
7 of the high capacity loops, there are some differences
8 in the rules according to taking an order. And that is
9 that if it was in a situation where it was a high
10 capacity loop, Qwest would do an evaluation on it to see
11 if it makes sense for us to place facilities. And many
12 times what we'll do is look at a term agreement policy.
13 We will go back to the customer and say, we have to
14 build new facilities? And the only way that we could do
15 it if is we signed a, you know, three-year, four-year,
16 five-year, whatever year contract on it. There are
17 cases where we do say we will not build and we don't
18 take the order on high capacity.

19 Where we would be taking orders from the end
20 user customer would be traditionally in a basic exchange
21 type order, where --

22 MS. HOPFENBECK: A second line, for example.

23 MS. LISTON: It could be a second line or a
24 multiple line.

25 MS. HOPFENBECK: What about DS1?

Colloquy 149

1 MS. LISTON: I don't know -- I don't know the
2 specific rules on DS1 in terms of how we take the orders
3 or if we hold them. I believe on -- well, I'm not
4 sure. I think DS1 has some term agreements also
5 associated with DS1. So it would be the same kind of
6 situation that we would only build if we either had a
7 term agreement or something like that. Basically it's
8 to see whether or not we can get the recovery of the
9 cost that it would be to put the facilities in the
10 ground.

11 ALJ ARLOW: I guess to me the example would
12 be, let's say, somebody wants DSL service, but they're
13 more than 18,000 feet from the central office. Now it
14 may happen that you're going to install a remote switch
15 closer to the customer in a couple of years. And then
16 once you install that remote switch to handle traffic,
17 whatever, you'll be able to provide DSL out of that
18 remote, because it's less than 18,000 feet. Is that
19 potentially an example that makes sense?

20 MR. STEESE: It would be a DSLAM, but yes,
21 instead of a remote switch it would be remote deployment
22 of a DSLAM.

23 ALJ ARLOW: Remote deployment of a DSLAM.
24 Okay. Now, in that situation, you would keep a held
25 order for the customer or not?

Colloquy 150

1 MS. LISTON: No. In that situation we would
2 not take the order for the customer at all. Again, we
3 go back to some of the discussion we had earlier on our
4 DSL policy. And that is if we're not able to provision
5 the loop -- if the tool comes up and says that it does
6 not qualify for DSL service, we do not accept the order
7 at that point in time. So for DSL, Qwest would not
8 accept that order at all.

9 ALJ ARLOW: Okay. What I want to find out is,
10 and I hope this is not the case, that the debate is over
11 a hypothetical situation that has not existed, in fact,
12 yet.

13 MR. WILSON: No, Your Honor. Generally what I
14 think of is DS1 service, as a service where an order can
15 go held. We have lots of held orders for facilities not
16 available for DS1s. It's been a proverbial problem in
17 the Qwest network. And they may, at a later time,
18 decide to build it. So that's at least the example that
19 I think of. These other examples may also occur,
20 DS1.

21 MS. HOPFENBECK: But DSL is different than
22 DS1.

23 ALJ ARLOW: Right.

24 MS. HOPFENBECK: Yeah. And DSLs, I mean, I
25 understand a request for DSL that they don't take as

Colloquy 151

1 being a little different situation, because that doesn't
2 suggest there's not a loop there. It's just that
3 there's no DSL qualified loop there. And I think what
4 we're talking about here is the situation where the --

5 ALJ ARLOW: Is the actual installation of loop
6 facilities, right. But in DS1, we would require a
7 bigger cable.

8 MS. HOPFENBECK: Right.

9 MR. STEESE: But in theory, some DLECs would
10 want us to actually install a copper loop instead of
11 pair gain on a 1, 2 basis. And that's certainly
12 something that Qwest is not prepared to do.

13 ALJ ARLOW: But you wouldn't do that as a held
14 order for your own customer, either.

15 MR. STEESE: That's exactly correct.

16 ALJ ARLOW: So what I'm trying to do is to
17 find out where there's a lack of parity here, because
18 that seems to be the basic argument, saying that you
19 will -- you will keep a held order for your own retail
20 customer, and then potentially the CLEC would lose a
21 place in queue because it had a rejected order. And
22 from everything that Qwest has been saying so far is
23 that we reject an order that doesn't work for our
24 customers either?

25 MS. HOPFENBECK: There are some circumstances,

Colloquy 152

1 as I understand it, in which Qwest will accept an order
2 from its retail customer. And that's --I think that
3 Qwest --

4 ALJ ARLOW: Do the parties agree on that? Do
5 the parties agree that there is a circumstance where
6 that would occur?

7 MS. LISTON: I think the circumstance that
8 we've talked about is a second, third, fourth line into
9 a premise, where it's a basic line, would be the retail
10 comparable to what the CLECs are asking for.

11 ALJ ARLOW: Let's say, for example, that the
12 CLEC then has bought a copper loop. Let's say they've
13 bought an unbundled loop or whatever to somebody's home
14 and they're providing residential service to that
15 person. That person then goes to AT&T or WorldCom and
16 says, I want a second, third or fourth line. You would
17 reject that for them, but you would hold it for your own
18 Qwest customer?

19 MS. LISTON: That could occur.

20 MR. STEESE: If there was no COLR
21 obligations. I don't recall off the top how many lines
22 were obligated --

23 ALJ ARLOW: They've taken over sort of the
24 carrier. It's a Carrier of Last Resort service, local
25 residential service. They've got the first line, the

Colloquy 153

1 first line. The second and third line is not the

2 Carrier of Last Resort service is what you're saying?

3 MR. STEESE: I don't recall Oregon's tariffs

4 is what I'm saying, and how many lines. I don't know if

5 it goes beyond the first line. I just don't know.

6 ALJ ARLOW: Let's say lines three and four.

7 Let's talk about lines three and four. Those aren't

8 Carrier of Last Resort requirements. They don't require

9 the third and fourth line. But if it's a Qwest

10 customer, you're stating that you will hold the order

11 for the third or fourth line, but if that first or

12 second line is a CLEC customer, because they have bought

13 the unbundled loop from you, and let's say it's going

14 through their switch. Okay. You will not hold an order

15 for a second or third line for them to buy on an

16 unbundled basis to attach to their switch?

17 MS. LISTON: I think if we went back to the

18 third or fourth line, and said, if they were -- if it

19 was going in and it was third or fourth line, and a CLEC

20 asked for it, regardless of who had line one or two, but

21 if a CLEC asked for another facility to that home, and

22 there were no facilities available, we would not accept

23 the order from the CLEC.

24 ALJ ARLOW: But you would do it for your own

25 retail customer?

Colloquy 154

1 MS. LISTON: If the customer asked us to do
2 that, yes.

3 ALJ ARLOW: Okay. So that's, okay, that's the
4 disparity. Okay. That helps me a lot to understand --

5 MS. LISTON: Right.

6 ALJ ARLOW: -- what the question of equal
7 treatment is that's being raised by WorldCom.

8 MR. STEESE: Can I ask one question in that
9 regard, because I'd like to know if WorldCom or AT&T or
10 ELI have ever run into a situation where they've
11 attempted to order a third or fourth line and we
12 rejected it.

13 MS. HOPFENBECK: Well, considering we're only
14 ordering local loops out of the access service tariff
15 right now, we're not getting rejected, because we're
16 ordering retail service from you.

17 MR. STEESE: So you're ordering high cap
18 loops.

19 MS. HOPFENBECK: No. We're not always
20 ordering high cap loops. It's just that we haven't been
21 able to do business with you as UNEs since we started,
22 so 80 percent of our services are UNE loop services that
23 we're providing. We're using special access facilities
24 and not UNEs.

25 MR. STEESE: DS1 and DS3.

Colloquy 155

1 MS. HOPFENBECK: Not, I don't think so, no.

2 MR. STEESE: Do you have DSO special access?

3 MS. HOPFENBECK: Yes. That's what I have been
4 told.

5 ALJ ARLOW: Well, is this a factual question
6 we can get resolved over a break or not?

7 MS. HOPFENBECK: So, I guess, no, this, I
8 think this goes to the thing is, is that Qwest -- one of
9 the things that they're concerned about is that we're
10 making issues out of circumstances that haven't happened
11 yet. And the reason why some of these things haven't
12 happened yet, is that we haven't, while we're doing
13 business with them in these states, because it's only
14 been very recently that, and really since the merger of
15 Qwest and U.S. West, and since Qwest decided it wanted
16 to get into the long distance market, that they have
17 been really stepping up to the plate and starting to
18 provision these things. The reason why we haven't
19 ourselves run into this situation is largely because
20 we're not playing in that arena yet. But believe me, we
21 intend to.

22 ALJ ARLOW: This appears to be the argument
23 about the reasonable requirement for construction as
24 opposed to meeting any requests for construction. I
25 think there was some FCC, I guess, it was in the UNE

Colloquy 156

1 remand order or somewhere, I think, that may have been
2 discussed about what the construction obligations are
3 under 271.

4 MS. HOPFENBECK: But the POLR obligation -- I
5 mean, I think I would like to explore with them just a
6 little bit about that, because that may -- the issue may
7 be slightly different in Oregon given how Oregon
8 Commission has defined Basic Exchange Service. The
9 Oregon Commission has a very broad definition of Basic
10 Exchange Service, that includes PBX trunks, for example,
11 and multi-line residential and business service. And
12 does Qwest consider that its POLR obligation runs to all
13 lines that are defined as Basic Exchange Service?

14 MR. STEESE: If you look at section 9.1.2.1 of
15 the SGAT, it says, and we understand that different
16 states interpret POLR obligations different ways, so we
17 have attempted to say we will build to the extent
18 necessary to meet our Carrier of Last Resort
19 obligations. And so what might be a requirement to
20 build in Oregon, may be different than Arizona. It may
21 be different than Colorado.

22 MS. HOPFENBECK: Right. And I just wondered
23 if you knew what your view of that was here. And I was
24 giving you the definition of basic in order to
25 trigger -- if you don't know, I gather you don't know.

Colloquy 157

1 MR. STEESE: I do not know.

2 MS. HOPFENBECK: Okay.

3 MR. PETERS: Your Honor, if I could clarify on
4 the DS1 issue, because I'm a little confused now on what
5 Qwest's policy is. I understand that if ELI were to
6 order a DS1 UNE loop, and Qwest determined that there
7 was no facilities, that they will reject the order. And
8 by rejecting the order, it's not going to show up on any
9 of the performance measures that are coming out of the
10 ROC, because it's as if the order never existed. Now,
11 as an analog, let's assume that a Qwest customer ordered
12 services that Qwest would provision traditionally over a
13 DS1 facility. Would that same process or that same
14 policy apply to that retail end user's order? So let's
15 say, it's for 15 business lines, and normally Qwest
16 would provision a T1 facility to handle that. Or maybe
17 you have a service that implies that on a high cap
18 facility on the customer premises, would that order
19 simply be, retail order simply be rejected at that
20 point?

21 MS. LISTON: I think we've already testified
22 that we don't reject our retail orders immediately
23 because of lack of facilities. And I think that's what
24 you're asking, but I'm not sure.

25 MR. PETERS: Yes, I am. Because I think you

Colloquy 158

1 testified --

2 MS. LISTON: And I think I've answered that
3 several times already, that we don't reject them.

4 MR. PETERS: Okay. What if it's out of --
5 what is your policy if a carrier or an end user orders
6 out of the special access tariff, a high cap facility, a
7 T1? When you say retail, does that apply to the special
8 access tariff as well?

9 MS. LISTON: I do not know. I don't know what
10 the special access policy is on held orders.

11 Your Honor, there is something that I wanted
12 to get in earlier on the record. And that is at one
13 time -- I mean, at one time we were accepting all the
14 orders from the CLECs. And what happened was we were in
15 a situation where the CLECs were giving us lots of
16 feedback on how difficult it was to deal with the
17 backlog of orders, the held orders. And we really wound
18 up in a situation where we had three very large buckets
19 of orders. One of the buckets that was an extremely --
20 well, it was very large, and I don't remember the
21 percentages. I apologize for that. Was held for
22 customer reasons. Where we were in a situation where we
23 had actually built facilities. We had found spare
24 facilities. Whatever the situation was, that we were
25 actually in a position where we now could provide the

BEFORE THE WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

In the Matter of the Investigation Into)	
)	
U S WEST COMMUNICATIONS, INC.'s)	DOCKET NO. UT-003022
)	
Compliance With Section 271 of the)	
Telecommunications Act of 1996)	
.....)	DOCKET NO. UT-003040
)	
In the Matter of)	THIRTEENTH
)	SUPPLEMENTAL ORDER
U S WEST COMMUNICATIONS, INC.'s)	INITIAL ORDER
)	(WORKSHOP THREE):
Statement of Generally Available Terms)	
Pursuant to Section 252(f) of the)	CHECKLIST ITEM NO. 2, 5,
Telecommunications Act of 1996)	and 6
.....)	

SYNOPSIS

1. This Order proposes resolution of issues raised in Workshop III relating to Qwest's expected application for approval under Section 271 of the Telecommunications Act of 1996 for authority to provide regional telecommunications services. This Initial Order proposes to find Qwest not in compliance with Checklist Item Nos. 2, 5, and 6.

BACKGROUND AND PROCEDURAL HISTORY

2. This is a consolidated proceeding to consider the compliance of Qwest Communications, Inc. (Qwest), formerly known as U S WEST Communications, Inc. (U S WEST),¹ with the requirements of Section 271 of the Telecommunications Act of 1996 (the Act),² and review and approval of Qwest's Statement of Generally Available Terms (SGAT) under Section 252(f)(2) of the Act. The general procedural history is included in the Eleventh Supplemental Order, entered March 30, 2001, and will not be repeated here.
3. The Commission held its third workshop in this proceeding in Olympia, Washington on March 12-15, 2001, addressing the issues of Checklist Items Nos. 2, 5, and 6, and provisions of Qwest's proposed SGAT addressing these issues. The Commission

¹ After this proceeding began, U S WEST merged and has become known as Qwest Communications, Inc. For consistency and ease of reference we will use the new name Qwest in this Order.

² Pub. L. No. 104-104, 110 Stat. 56, *codified at* 47 U.S.C. § 151 *et seq.*

Discussion and Decision

79. Qwest's discussion of "existing" network refers to paragraph 324 of the *UNE Remand Order*.³ While Qwest points to the FCC's reference to limiting unbundling to the incumbent LEC's "existing" network, the FCC says it "did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use."⁴ The FCC goes on to state that the "incumbent LEC's unbundling obligation extends throughout its ubiquitous transport network." Later, the FCC explains the incumbent is not required to provision for "point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use." In other words, the incumbent LEC's "existing" network includes all points that it currently serves via interoffice facilities, and it is not required to extend its network to new points, based on competitors' requests. However, the incumbent LEC is still required to provide access to UNEs within its existing network even if it must construct additional capacity within its network to make the UNEs available to competitors. Qwest implies that the term "existing network" only applies to the actual facilities that are in place, when in fact existing network applies to the "area" (end offices, serving wire centers, tandem switches, interexchange carrier points of presence, etc.) that Qwest's interoffice facilities serve. This same concept applies on the loop side of Qwest's 1network where Qwest is obligated to construct additional loops to reach customers' premises whenever local facilities have reached exhaust.
80. Qwest must modify section 9.1.2 of the SGAT and the appropriate subsections of 9.1.2 to state that Qwest will provide access to UNEs to any location currently served by Qwest's network. Qwest must construct new facilities to any location currently served by Qwest when similar facilities to those locations have exhausted. In situations where locations are outside of currently served areas, Qwest may construct facilities under the same terms and conditions it would construct similar facilities for its own customers in those locations.

³ Notwithstanding the fact that we require incumbents to unbundle high-capacity transmission facilities, we reject Sprint's proposal to require incumbent LECs to provide unbundled access to SONET rings. In the *Local Competition First Report and Order*, the Commission limited an incumbent LEC's transport unbundling obligation to existing facilities, and did not require incumbent LECs to construct facilities to meet a requesting carrier's requirements where the incumbent LEC has not deployed transport facilities for its own use. Although we conclude that an incumbent LEC's unbundling obligation extends throughout its ubiquitous transport network, including ring transport architectures, we do not require incumbent LECs to construct new transport facilities to meet specific competitive LEC point-to-point demand requirements for facilities that the incumbent LEC has not deployed for its own use. *UNE Remand Order*, para. 324.

⁴ *Local Competition Order*, para. 451.

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO
Docket No. 97I-198T - Workshop 5

* * *

IN THE MATTER OF THE INVESTIGATION OF US WEST
COMMUNICATIONS, INC.'S COMPLIANCE WITH SS 271(c)
OF THE TELECOMMUNICATIONS ACT OF 1996.

Pursuant to continuation, the Technical Workshop
was held at 10:20 a.m., July 26, 2001, at 3898 South
Wadsworth Boulevard, Lakewood, Colorado, before
Facilitators Hagood Bellinger and Martin Skeer.

APPEARANCES

(As noted in the transcript.)

1 P R O C E E D I N G S

2 MR. BELLINGER: If we can get started.

3 For the record, this is part of

4 Workshop 5.

5 We do have some different people here.

6 I'm Hagood Bellinger with DCI.

7 MR. SKEER: Marty Skeer with DCI.

8 MS. DOBERNECK: Megan Doberneck, Covad.

9 MR. ZULEVIC: Mike Zulevic, Covad.

10 MR. SUMPTER: John Sumpter, PacWest.

11 MS. BEWICK: Penny Bewick, New Edge

12 Network.

13 MR. WITT: Gary Witt, AT&T.

14 MS. DeCOOK: Becky DeCook, AT&T.

15 MS. TAN: Terry Tan, WorldCom.

16 MR. LEVIS: Bill Levis, WorldCom.

17 MS. BALVIN: Liz Balvin, WorldCom, and

18 Tom Dixon here as well.

19 MR. McDANIEL: Paul McDaniel, Qwest.

20 MS. LISTON: Jean Liston, Qwest.

21 MR. STEESE: Chuck Steese for Qwest.

22 MS. NORCROSS: Michelle Norcross,

23 Office of Consumer Counsel.

24 MS. STILES: Bridget Stiles, PUC staff.

25 MS. NEILSEN: Roxie Neilsen, PUC staff.

1 MR. LANGLAND: Neil Langland, PUC
2 staff.

3 MS. QUINTANA: Becky Quintana, staff.

4 MR. WENDLING: Warren Wendling, PUC
5 staff.

6 MS. JENNINGS-FADER: Mana
7 Jennings-Fader, Commission counsel.

8 MR. BELLINGER: Are we going to have
9 any witnesses identify themselves?

10 MR. ZULEVIC: Mike Zulevic, Covad.

11 MS. BEWICK: Penny Bewick, New Edge.

12 MR. STEESE: Jean Liston will be a
13 witness as well.

14 MS. QUINTANA: Becky Quintana.

15 (The witnesses were sworn to state the
16 whole truth.)

17 MR. BELLINGER: It's all yours, Chuck.

18 MR. STEESE: In the last workshop, as I
19 understand it, we were asked to come forward and in,
20 quote, 15 minutes give a brief overview of the FOC
21 trial.

22 Covad and Qwest have had a series of
23 meetings wherein we exchanged data. We've calculated
24 that data from our perspective and have already filed
25 briefs, last Wednesday or Thursday, somewhere in there,

1 on the very subject.

2 One issue. When you look at the data
3 in terms of tracking the FOC trial, not the raw loop
4 data tool analysis, I think Covad is withdrawing their
5 data, and Qwest's data is the data in the record at
6 this point.

7 We're going to have Ms. Liston give a
8 brief overview of what we've done in terms of the data
9 reconciliation, what we've learned, and then allow
10 Covad to do the same.

11 MR. BELLINGER: Is this data filed with
12 your briefs? How will we track this data?

13 MR. STEESE: The data was provided --
14 was the final data provided in your final rebuttal
15 testimony? If not, we can provide it.

16 MS. DOBERNECK: It was circulated after
17 the call we had.

18 MS. JENNINGS-FADER: Does that mean
19 it's not an exhibit?

20 MR. STEESE: We supplemented the record
21 from Workshop 5 with a transcribed telephone call.

22 MS. JENNINGS-FADER: Is that an
23 exhibit?

24 MR. STEESE: No. We considered it part
25 of the record, but it was not marked as an exhibit.

1 MS. DeCOOK: I don't think your data
2 was made part of the record either.

3 MR. STEESE: It was circulated as part
4 of that conference call.

5 MS. DeCOOK: It hasn't been made part
6 of the record and put in the record as an exhibit.

7 MR. STEESE: Depends on how one
8 interprets the term "record."

9 I don't see it necessarily having to be
10 discussed here to be a part of the record. If that's
11 the case we should market the transcript and associated
12 data that was disclosed by Covad and us. That's fine.

13 MS. JENNINGS-FADER: Because I don't
14 know where it is and can't put my hands on it and have
15 no way to track it, I think that's true for the staff
16 as well, we'd like to have it in as an exhibit so we
17 can refer to it.

18 MR. STEESE: That's fine. We have no
19 clue. We don't have our exhibit list from 5, so
20 whatever the next number in line is.

21 MR. STEESE: I don't know that either.
22 I thought it was part of the record because we filed it
23 as part of the transcript. I didn't see the need to
24 mark it. If you wanted to call it Exhibit 500 or
25 something we know is large enough so that way there's

1 no problem, that's fine. We'll call -- Exhibit 500,
2 that's okay, is the transcript, the material circulated
3 by Covad and Qwest all collected together.

4 MS. DOBERNECK: That's fine.

5 MS. JENNINGS-FADER: I don't know that
6 I have those documents.

7 MR. STEESE: They were filed and
8 circulated several weeks ago when we had the conference
9 call.

10 MS. JENNINGS-FADER: Filed with the
11 Commission?

12 MS. DOBERNECK: I don't believe they
13 were filed. I believe they were circulated to the
14 service list. I'm not -- I don't recall actually
15 seeing the filing of the transcript and Qwest's final
16 data.

17 MS. JENNINGS-FADER: My recollection is
18 that I've never seen a hard copy, and I would have seen
19 that presumably had it been filed with the Commission.

20 MR. STEESE: I'll make sure that it's
21 filed.

22 MS. QUINTANA: If I could ask a
23 clarifying question of Covad. By what Mr. Steese has
24 said, that Covad has withdrawn its data and agreed to
25 use Qwest's data, does that mean that the information

1 that you supplied to staff in a response to an audit
2 question on the FOC trial result information is no
3 longer Covad's position?

4 MS. DOBERNECK: The FOC trial had
5 two components, the PO-5 measure which is the 72-hour
6 interval for receipt of the FOC, and then the component
7 that contributed to the meaningful FOC which was the
8 installation interval.

9 We continue to stand by our data with
10 regard to the PO-5 measure. But as I set out in my
11 brief, in large respect the purpose of the 72-hour was
12 to determine whether the parties would agree to support
13 Qwest when we went to the ROC to change the interval to
14 72 hours. From Covad's perspective, that doesn't
15 impact us because we're already at 72 hours.

16 MS. QUINTANA: Thank you.

17 MS. DeCOOK: When you say you're
18 withdrawing, not actually withdrawing the data but
19 rather the issue from consideration in the record?
20 Since you just put the data into the record.

21 MS. DOBERNECK: We considered our
22 testimony and data regarding OP-3 to be withdrawn and
23 the issue closed at this time pending OSS testing
24 because of issues to be determined existed after the
25 trial that impacted our ability to be able to track

1 the OP-3.

2 MS. DeCOOK: I have some concerns about
3 withdrawing the data from the record. I don't have any
4 objection obviously and have no position from Covad
5 withdrawing the consideration subject to the OSS
6 performance test.

7 It seems to me in order to have all the
8 information that's relevant to the trial that at least
9 ought to stay in the record.

10 MR. STEESE: The problem is,
11 as Ms. Liston will talk about, I don't think there's
12 any question the data is inaccurate. The whole problem
13 with the data -- from the OP-3 perspective, even from
14 Covad's view, we found a number of errors in our audit
15 of the data.

16 MS. DeCOOK: That doesn't mean you
17 withdraw the data. That means you dispute the accuracy
18 of the data?

19 MS. QUINTANA: Did you not say as part
20 of the Exhibit 500 in the transcript you would also
21 incorporate the exhibits which include Covad and Qwest
22 data?

23 MR. STEESE: It depends on how one
24 interprets the term "withdrawn." Part of the record.
25 If there's a piece of paper in the file no one is

1 relying on, it's an historical part of the record.
2 In terms of eradicating it from the file, that's not
3 what we're talking about. In terms of reliance upon
4 the data, that is what I mean by the term "withdrawn."

5 MS. QUINTANA: I think we're okay.
6 The data will be there, it's not just being relied
7 upon.

8 MS. DeCOOK: That's fine.

9 MS. JENNINGS-FADER: For reasons which
10 will become clear.

11 MR. STEESE: Right.

12 Can we go forward?

13 MR. BELLINGER: Go ahead.

14 MS. LISTON: Qwest continues to stand
15 behind the FOC results that indicated that we provided
16 over 70 percent of the FOCs delivered within 72 hours.

17 MR. STEESE: We did hand out a handout
18 and probably should mark this as an exhibit, 501.

19 It's called "Summary of April Colorado FOC Trial."

20 It's several pages long. If you need a copy, we do
21 have extras; I believe they're back in the back.

22 MS. BEWICK: Since you guys haven't
23 been here, we've been having a tough time hearing on
24 those microphones so you're going to need to pull it
25 close, because we can't seem to hear.

1 MS. LISTON: Qwest continues to stand
2 behind the FOC results that indicate over 90 percent of
3 the FOCs were delivered within 72 hours.

4 Qwest has not seen the confidential
5 data that was provided to staff that indicated that the
6 trial results were only 76 percent. Qwest is concerned
7 that based on what staff filed, the responses they
8 received from the CLECs, they're concerned one of the
9 five CLECs was Covad's data and that does raise a
10 concern for Qwest because although we've just heard
11 Covad say they'll withdraw the OP-3 measure, we also
12 did find problems with their PO-5 measure for the FOCs.

13 The first page in Qwest 501 is just
14 a high-level summary. We did two rounds of -- I
15 classified it as two rounds of data reconciliation.
16 I think it was two rounds of with multiple iterations
17 in each one of the two rounds. But we did do extensive
18 work between Qwest and Covad at the order level
19 detailed analysis and order level.

20 If you flip the page, there's a summary
21 of what happened with the data on reconciliation
22 analysis. In round one -- those were numbers that were
23 originally put on the record here in Colorado. When we
24 met with Covad after the workshop we found several
25 concerns in the data that were inclusion of nontrial

1 orders, Covad misses or delays that were counted
2 against Qwest, orders that were issued after 7 p.m.
3 were counted as being issued that same business day.
4 There was a concern around the five-day interval and
5 that was applied even if conditioning was required.
6 The original calculations were based on an FOC.

7 In both round one and two of Covad's
8 today's data there were assumptions made on whether or
9 not due dates were met. In the first round it was
10 based on whether or not we made the FOC. That was how
11 they determined if we made them due date.

12 In both rounds, actual completion date
13 when the order was completed between Qwest and Covad,
14 Covad does not track the completion date so in both
15 situations it was based on assumptions. Also, Covad
16 used calendar days rather than business days.

17 We sat down and worked through what are
18 the business rules that Qwest uses to do performance
19 measurements, and we had some agreements in terms of
20 how we'd reconcile data, including taking out the
21 nontrial orders. We talked about using completion date
22 to calculate due dates. We agreed upon that but later
23 on had to back off that because Covad didn't have the
24 completion date in their files. We had agreed upon
25 using the 7 p.m. as a cutoff and also using business

1 days rather than calendar days.

2 In addition, Qwest provides Covad with
3 a list of order numbers that needed to be excluded from
4 some of their measures because they were not able to
5 identify them, and those were the ones that had
6 conditioning on them or that they were misses due
7 to Covad's reasons.

8 MS. JENNINGS-FADER: With respect to
9 that exclude misses due to Covad reasons, that was a
10 Qwest determination -- in other words, this is Qwest
11 going back to Covad with additional exclusions,
12 correct?

13 MS. LISTON: We took the Qwest data at
14 the order level, here's when we receive the LSR from
15 you and here's the whole history behind the LSR, then
16 we do Covad's raw data at the order level and did them
17 side by side. This one in terms of talking about
18 misses due to Covad's reasons would have been
19 situations where we had received revisions to the LSR
20 from Covad so it would have altered the record and made
21 it look like it had to start later because we actually
22 got changes, or there were other delays that Covad had
23 introduced in the process that would have shifted the
24 due dates because Covad delays.

25 MR. STEESE: We gave that information

1 to them on an order-by-order basis so they could assess
2 for themselves whether they agreed or did not, correct?

3 MS. LISTON: That's correct.

4 MS. JENNINGS-FADER: That was where I
5 was going.

6 At this point at least in your
7 discussion, this is simply the point at which Qwest
8 went back to Covad with these identified with the
9 reasons for the exclusions. I presume at some later
10 point, which we may or may not get to, Covad did or
11 didn't agree with these particular misses that had
12 been identified by Qwest?

13 MS. LISTON: Actually, Covad accepted
14 our list and then removed those from the calculations.

15 MS. JENNINGS-FADER: Thank you.

16 MS. LISTON: We provided Covad --
17 throughout the data reconciliation process, the way
18 that it worked was--I know we had talked about it
19 here in this workshop--would we turn over our backup
20 documentation is to the CLECs. That's exactly what
21 we did. We got Excel's spread sheets that show all the
22 points along the way, when we received orders, when we
23 issued things, and we did turn that over to Covad and
24 any other CLEC that asked for the information, and it
25 was at the order level.

1 Covad generated their own report using
2 their tools and provided us their list of orders.
3 Qwest then took the two sets of data and did the
4 side-by-side comparison and laid them out to show the
5 differences, summarized the data, then brought our
6 summary data back to Covad.

7 In round two Covad again used their
8 tracking tools, as opposed to going through the item by
9 item list and saying they did or didn't agree with our
10 records. They used their tracking tools and they did
11 their analysis based on what we said the business rules
12 were that we were using.

13 What we found in second round and why
14 I made the statement earlier that we believe there's
15 still some flaws in the FOC -- return of the FOC data
16 within 72 hours, is that what we saw in round two is
17 that there were a couple different kinds of problems
18 that happened. One was that in some cases Covad's
19 application date started with the very first LSR they
20 submitted as opposed to a valid LSR. It did not
21 reflect when Qwest actually received the valid LSR but
22 rather the first time when they first started making
23 LSR. So there was a difference in the start times.

24 The 7 p.m. cutoff was not completely
25 corrected, so when still saw orders that were issued

1 after 7 p.m. that were counted as that same day.

2 We also saw orders that were issued over a weekend but
3 was considered it would have been issued on abyss day
4 so the 72 hours began on the weekend.

5 We struggled with this one and were
6 never able to figure out what was happening. It
7 appeared that two different orders were then combined
8 into one. It looked like you were starting order
9 number one and it would come track, but somewhere in
10 the middle another order came in and they tracked it as
11 if was still the same first one, so it threw dates off.
12 Those were some of the reasons we found within round
13 two that specifically were associated with the 72 hours
14 later missed that Qwest had concerns with.

15 MS. DeCOOK: Do you know what
16 percentage of the total orders fit within these
17 four categories you identified?

18 MS. LISTON: I don't have that
19 percentage breakdown.

20 What we did was, we did a recalculation
21 and said, if we had lined the data the way we would
22 expect to see it, application matching when we think
23 the LSR was a complete and accurate LSR, the numbers
24 came back into the same range as we were looking at,
25 in the low 90 percent.

1 MR. STEESE: That's what was intended
2 -- bottom of the first page of Exhibit 501 it says
3 Qwest aggregate CLEC data in the first column and
4 that's the data we've presented throughout as our data.
5 The next is the Covad data. They presented one set of
6 data in the workshop which is round one, and then one
7 in the conference call which is round two. Then we've
8 gone in analyzing the Covad data -- Covad's specific
9 data instead of the aggregate data, and taking out the
10 errors that we identified, the numbers that you see,
11 93 percent and 92 percent, are what we have calculated
12 for the Covad specific data.

13 MS. LISTON: One of the things that
14 surprised Qwest, if you look at that front page summary
15 there's almost a flip-flop between the percentages with
16 FOC met versus due date met in round one versus round
17 two of Covad's data. Qwest was surprised to see the
18 due dates met dropped to 45 percent in round two.

19 The reason I know Covad is back off of
20 their due date met, but Qwest does believe due dates
21 met was a commitment we made to this Commission we'd
22 also track. We wanted to share with you some of the
23 findings we had there.

24 In the round two data analysis on the
25 due dates met and misses, again, it was based on an

1 assumption. The way that Covad -- the assumption Covad
2 made with their data in round two was, they looked at
3 the application date and they looked at the due date on
4 the FOC. If that was five days, they considered it a
5 met. If it was more than five days, they considered it
6 a miss. If they applied on June 1st and it came in on
7 -- it showed a June 6 or 7 due date, they assumed we
8 missed the due date because it was more than five days
9 from the AP date from the due date that was on the FOC.

10 In Covad's briefs they talk about
11 the fact that they don't track the completion date and
12 they don't have in their system the date we turned the
13 circuit over to them and presented as not an issue
14 because they don't know it's good or valid until they
15 can test it's working. Their actual date is the date
16 they turn it over to their end-user customer.

17 Qwest's position is, we shouldn't be
18 held accountable for how long it takes them to turn
19 over their circuit. We're measuring from what we do
20 and that's when we turn the circuit over to Covad.

21 MS. DeCOOK: There's one area where
22 I'm having difficulty understanding the differences in
23 positions. Is it that Covad could track the completion
24 date but it's a different completion date than the way
25 Qwest tracks it?

1 MS. LISTON: My understanding is that,
2 from the records I've seen from Covad -- we did an
3 awful lot of work with Covad and we both shared a lot
4 of confidential data and how we track it and how our
5 records are kept. They have a closed date in their
6 system and their closed date reflects the date that
7 they turned the circuit over to their end-user
8 customer. There is not a date in their system, at
9 least throughout the data reconciliation process we
10 could never find a date in their tracking tool that
11 reflected the date that Qwest turned the circuit over
12 to Covad.

13 What happened is that we then looked at
14 the round two data and said, if we look at everything
15 that they counted as a miss, again based on assumption
16 that if we had the due date on the FOC, would be five
17 days of the application date that it would be counted
18 as met and they were going to give us the benefit of
19 the doubt and assume you made all your due dates.

20 We were concerned that based on that,
21 why would the number be coming out so low at the
22 46 percent range? We went through outlines of their
23 orders to look and see why did we have misses.

24 We've included in this document we've
25 submitted a summary of the percentages, how it broke

1 out in terms of all the misses. What we found was that
2 about a third of the misses were associated with due
3 dates that Covad had asked us to put longer than five
4 days. They originally came in and asked for a six-day
5 interval. But because of the way they made the
6 assumptions on the trial, if it was six days it was
7 considered as a Qwest miss. Even though when we met
8 the due date, we got dinged on it through this trial
9 as a miss. That was the biggest percentage.

10 MS. DeCOOK: You didn't count that
11 as a miss, did you? That would have been excluded?
12 I thought your interval was a five-day interval and
13 if it went beyond that it wasn't counted in the test.

14 MR. STEESE: That's not accurate.
15 There's two measures. OP-3 which tracks commitments
16 met. If you ask for a customer extended due date,
17 that's included. If you ask for a six-date interval
18 than five days, you're talking OP-4, the average
19 installation interval. In that situation if a customer
20 requests an extended due date, then it is excluded and
21 that's exactly how the ROC derived OP-3 and 4 when we
22 followed, as we said we would, the exact exclusions and
23 inclusions set forth by the ROC for those.

24 MS. DeCOOK: If the due date
25 established by Covad was six days and you met that,

1 then for OP-4 you considered that a make?

2 MR. STEESE: For OP-3.

3 MS. DeCOOK: Okay. For OP-4 you
4 considered it a miss?

5 MR. STEESE: Not a miss. It was
6 excluded and not tracked in the average interval.

7 MS. LISTON: If you think about it in
8 terms of what the OP-3 measure is, it says you do make
9 due date regardless of who sets the due date or how
10 it's set. Are we meeting customer expectation by
11 meeting the due date? In the OP-3 measure we calculate
12 commitments met for all commitments met. It's included
13 in the OP-3 measure.

14 We went back and forth on this issue
15 regarding these longer intervals and being counted as
16 misses. Based on the information that Covad provided
17 us last week in Washington -- two weeks ago, it was
18 that they did discover it was their EDI system that
19 was putting the six-day interval on there, and that
20 was their default that was established that created
21 consistency across the nation.

22 This represents about a third of the
23 ones they counted as misses. We've included the
24 complete summary.

25 The other thing that was interesting

1 is that on all of these situations where we had a
2 longer interval requested from our data reconciliation,
3 Covad did not have anything in their traffic system
4 that indicated the actual due date that they asked.
5 They asked us to provide them with what was the
6 original due date on the LSR.

7 Again, we were in a situation where in
8 terms of if we were trying to track and make things
9 consistent between the two companies, we had another
10 data discrepancy, because we do track if it's a
11 customer requested due date that's longer than the
12 standard interval.

13 The other thing that happened is, there
14 were situations where we saw that the due date was
15 missed due to Covad's reasons. Those were also counted
16 as Qwest misses. In all situations it was counted
17 against Qwest.

18 The last case was for the conditioning.
19 Even if the order needed to be conditioned, it would be
20 no longer than five days. But because their assumption
21 was based on it was more than five days it would be a
22 miss, we got counted as missed for all of our
23 conditioned orders also.

24 As we went through the data with Covad,
25 what we tried to do each time is -- in our data

1 reconciliation process we also had little differences
2 in terms of the orders that they said that they thought
3 were the trial and the ones we said were the trial.
4 Throughout the process we'd take the Covad data and
5 then say here's what their numbers showed us. If we
6 then look at the records and say here's what we see
7 instead and we reconcile the data, how do the Covad
8 numbers come up, as opposed to going back to the
9 original Qwest numbers and saying if we look at
10 Covad data within Qwest here's what happened.

11 MR. STEESE: In this particular case we
12 have a tremendous volume of underlying data. We've not
13 provided that. We've also attempted to, on this one
14 page, use percentages rather than numbers to try and
15 mask the confidential nature of Covad's data.

16 To the extent that staff wants that
17 underlying data, we certainly have it available and
18 could provide it pursuant to the existing protective
19 order in this docket.

20 MS. QUINTANA: I don't think we'll make
21 that request at this time. As soon as I see what's in
22 the transcripts in those exhibits, I might need to
23 follow up on that. Thank you.

24 MS. DeCOOK: I have one more question
25 on the completion date issue. How does Qwest determine

1 completion date and how is the CLEC notified of the
2 completion date?

3 MS. LISTON: Couple different answers
4 on that.

5 In terms of Qwest's completion date,
6 what we have within our internal systems is that when
7 we call the CLEC to say the order is completed, that
8 date is posted as the order being complete and we have
9 a field within our data bases that shows completion
10 date, then that's carried through to our measurements.
11 That would happen on our coordinated installations,
12 where we're calling and saying everything is complete
13 ad and the date is there.

14 When Qwest contacts the CLEC and said
15 the order is complete, that's the completion date
16 that's put into our system. The CLEC would accept it,
17 put the completion date in.

18 If we're in a situation where there
19 isn't a requirement to make a phone call, once our
20 physical work is completed and the circuit tests okay,
21 that completion date will be loaded into the system.

22 MS. DeCOOK: "The system" meaning what?

23 MS. LISTON: Whatever the tracking
24 system is that they're using for that service. It may
25 be our WAFB is our tracking system where we have all of

1 our unbundled loops in. It would be loaded in that as
2 due date completion date.

3 MS. DeCOOK: How does the CLEC know
4 what your completion date is?

5 MS. LISTON: The completion reports
6 that are generated to CLECs would have the completion
7 date in them.

8 MS. DeCOOK: Are they complete -- are
9 those reports sent to the CLEC immediately?

10 MS. LISTON: It's a mechanized daily
11 report.

12 MS. DeCOOK: In the situation where you
13 said you have some obligation to make a contact with
14 the CLEC to call them, that's in a cooperative testing
15 situation, right?

16 MS. LISTON: In all cooperative testing
17 situations and also all coordinated installation
18 situations.

19 MS. DeCOOK: That's when you're both
20 on the line and doing the testing and the coordination
21 and you're both deciding that both CLEC and Qwest are
22 agreeing that the loop is up, it's running, it's good?

23 MS. LISTON: Right.

24 MS. DeCOOK: The report that you
25 indicated was sent to the CLEC, how is that sent to the

1 CLEC? Is it posted on the Web or sent through some
2 other mechanism?

3 MS. LISTON: I don't know for sure.
4 I know at one point the completion report was based on
5 how the CLEC said they wanted to receive it. A lot of
6 them went on electronic. I don't know if they made
7 conversion that it's also available and posted on the
8 Web yet. I just don't know if that -- we've put a lot
9 of the reports on the Web but I'm not sure -- if you
10 look at the order status information on the Web tool
11 now, it does include when the order status changes,
12 so it would also show the completion there.

13 MS. DOBERNECK: I can tell you that
14 Covad does that, which may help here.

15 Where the cooperative testing either
16 doesn't occur or whatever or where there's cooperative
17 testing, there's obviously voice to voice and it's
18 accepted. Where cooperative testing does not occur,
19 when the circuit is turned over by Qwest or Qwest's
20 completion date, it's posted on the Web and then we
21 access that. I'm not sure if it's through IMA or GUI,
22 but it's posted and we access that.

23 MR. STEESE: At this point we'll
24 transition to the other piece of the FOC trial which
25 had to do with analysis of our raw loop data tool.

1 MR. BELLINGER: Completion notification
2 is PID No. PO-6 and PO-7.

3 MS. LISTON: Bringing us back up to
4 speed on what we did during the trial for the raw loop
5 data reconciliation issues and analysis.

6 Qwest took every order that was placed
7 during the trial and accessed the IMA raw loop data
8 tool and used it as if they were a CLEC and pulled up
9 the data for each one of the orders. That's how we
10 used our information in terms of our accuracy.

11 The last time here we talked about
12 this, Qwest did talk about problems that we found
13 in raw loop data tool. They tracked with some of the
14 things Covad said. The biggest one we found was about
15 35 percent of the time it was returning no working TN
16 information. We do have data bases fixes in place to
17 try to correct those issues.

18 What we have asked is that for all the
19 orders that we were not able to obtain raw loop data,
20 we've retained that file. As the data base fixes get
21 put in place, we'll rerun the trial data through to
22 ensure that it actually has taken place, the fix, the
23 way we expected it to. In we built in the safety check
24 that said we've got a list of orders that we weren't
25 able to pull up at one time in raw loop data tool,

1 after the fix is done we want to go back and make
2 sure they are now accessible.

3 MS. JENNINGS-FADER: The fix you're
4 talking about, is it a fix of what? Software? Could
5 you explain to the Commission the approximate time
6 frames you're talking about in terms of addressing
7 this problem.

8 MS. LISTON: There was several
9 different things that we uncovered. It is all
10 software fixes.

11 The raw loop data tool extracts data
12 from the LFAC data base. Whatever is in LFAC is then
13 transferred into the data base that supports the raw
14 loop data tool. That data base is the same data base
15 that we use for wholesale and retail.

16 We found that in the extraction process
17 if a telephone number -- if a customer was nonlisted or
18 nonpub, because they were calling off telephone numbers
19 from LFAC, they were not pulling that data into the
20 loop qualification data base.

21 MS. JENNINGS-FADER: Is that because
22 it's found in a separate data base because it's
23 nonlist, nonpub?

24 MS. LISTON: We don't know for sure.
25 They did an exclusion that said whoever was the first

1 architect of the loop call data base did an exclusion
2 that said we can't treat these telephone numbers the
3 same way as everybody else, they're protected because
4 of privacy issues, so they didn't bring it over into
5 the other data base. We never found out the historical
6 reasons why they did it. That was what we were able to
7 discover was that was the case.

8 Even though the data was stored in the
9 LFAC data base, both wholesale and retail, those pieces
10 of information were not in loop call data base. It
11 would be a software change to remove that exclusion.

12 There were also some exclusions with
13 specific telephone numbers when you get into Centrex or
14 PBXs where you may only have one number listed but then
15 lots of subtending telephone numbers and they're
16 working through, how can they generate enough
17 information so they can still do it in the loop call
18 data base? Those are two examples we came across.

19 Each one of the exclusions -- they were
20 different exclusions of data that wasn't brought over
21 to loop call data base. The exclusions will have a
22 change in the software so they'll include the data.
23 We've done -- one of the fixes is scheduled to occur in
24 August and there's some in October scheduled so we've
25 got three different sets, but the last one should be at

1 the end of the year we would have all the ones we were
2 able to identify updated into the tool.

3 To the extent that the tool did not
4 have the data there for wholesale and retail, we're
5 moving ahead to fix that.

6 MS. JENNINGS-FADER: Is this
7 information also being made available, is Qwest porting
8 this over to the ROC OSS test and discussing with the
9 folks over there what's going on?

10 MS. LISTON: I don't know if there was
11 a specific discussion regarding some of the fixes we
12 were having with the OSS -- fixes and how that would
13 impact the OSS test. The OSS test does have it.
14 In it are several test instances to ensure we have the
15 consistency of the data between retail and wholesale
16 and that we return some answers and there's four
17 different kinds of tests going on around the loop
18 qualification tools to ensure that they're accurate,
19 they provide consistent information, but I don't know
20 specifically given the piece of information that says
21 we're fixing some of the things in the data base also.

22 MS. JENNINGS-FADER: Thank you.

23 MS. LISTON: We did data reconciliation
24 on raw loop data tool with Covad also. Covad provided
25 Qwest with their first set of analysis that says here's

1 what our findings are, how many didn't have telephone
2 numbers, those kinds of things.

3 If we look at the group that Covad
4 talked about that they could not prequalify up front,
5 we found about 20 percent of the ones that they said
6 they couldn't prequalify. Qwest was able to find
7 raw loop data on them and we were doing also address
8 validations. We found around 23 percent of the time
9 that it was an address problem and that the original
10 address -- the address being used was not the valid
11 address. If you did go into the raw loop data tool and
12 the valid address came back, it didn't bring back the
13 right information.

14 If we look and take that into
15 consideration, we also know that there's no TN, and we
16 already talked about that, it comes down to about four
17 percent of the total orders that Covad placed were not
18 able to be prequalify using the raw loop data tool.

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1 MS. LISTON: (Continuing) There was
2 another group of orders that Covad addressed that says
3 that no MLT was on the -- there were not -- they didn't
4 show MLT distance. We looked at the orders where we
5 have no MLT distance. Again, we found problems with
6 telephone numbers, you know, the same problems that
7 we -- with the telephone numbers. We addressed that
8 situation already. But then what we found was that
9 about 45 percent of them were -- one segment or more
10 was on pair gain. If one of the segments is on pair
11 gain, we can't run an MLT test. So, in the situations
12 where they said they expected to find MLT distance, one
13 of the segments were on pair gain, that's why there was
14 no MLT distance.

15 We believe that if you look at the valid
16 requests for where there was no MLT, if it was on
17 copper loop, it comes down to less than 1 percent of
18 the time that we had copper loops that did not have MLT
19 distance. I have gone back, since Washington, and
20 started asking questions around the MLT distance. And
21 the information that's currently in the raw loop data
22 tool, Qwest did load an MLT distance for all wire
23 centers. There were situations where we could not run
24 an MLT, or it was not a valid measure, the results
25 didn't come back valid, so we don't load them into the

1 database.

2 Some of the other things that we found as
3 we went through the Covad data is there was -- what we
4 wound up doing on the raw loop data tool is during our
5 reconciliation process, we looked at the Covad
6 concerns. We tried to match them up to see if we had
7 the same problems. There were situations where we
8 could not re-create what happened with Covad. So there
9 was one situation where they had one address pulling up
10 two different telephone -- pulling up the same
11 telephone number, being two different loop makeups. We
12 have not been able to re-create that problem. We're
13 continuing to look to see if there's a problem that we
14 haven't identified yet.

15 We also found that Covad made comments in
16 several -- so that then what happens, we had 18 orders
17 and we took the screen print from the 18 orders, and
18 then looked at the actual screen prints and tried to do
19 some analysis on the screen prints. We gave Covad back
20 our notes in terms of how we were looking at the screen
21 prints, what it was saying. They then came back with
22 their notes, and that was what they filed as part of
23 their brief. During that exchange of information, what
24 we found was the one I just mentioned, the MLT missing,
25 but one segment was on pair gain. There was an

1 indication around loop length being missing, that they
2 could not calculate the actual loop length. What we
3 found was -- it was even in their employee's notes --
4 was they would say here's the loop length for F1, and
5 we look at the length for F1 and F2, we don't know what
6 the total loop length is. Well, the way that the tool
7 was built, it gives you your segment legs, and to get
8 your total loop length, you have to sum your segments.

9 The way that the FCC ruled on providing
10 raw loop makeup was that we were required to give
11 segment information and also gauge per segment. And,
12 in fact, we have been asked by other CLECs to make sure
13 that we tell them how long each segment is and what
14 gauge it's on, because the way they do their
15 qualifications, it alters the loop length as with gauge
16 changes. So, that information is in the raw loop data.
17 So, the cases where they said they didn't have the
18 actual loop length, it was there as F1, F2, you have to
19 add it together.

20 There was another situation that I talk
21 about, the raw loop data tool shows that loop was
22 loaded but then in the segment it had NL, and that
23 meant it was nonloaded. Well, the NL is -- the
24 indicator that's in front of the gauge for the F1 or F2
25 segment does not mean it's nonloaded. So, again, it

1 was a misunderstanding of data that was presented in
2 the tool.

3 MS. JENNINGS-FADER: Ms. Liston, with
4 respect to that, is this tool something on which the
5 CLECs receive training from Qwest?

6 MS. LISTON: It is my understanding that
7 there is training available, and I know that there have
8 been one-on-one, you know, training sessions, where
9 Qwest representatives have sat down with CLECs and
10 walked through the data and explained how it's done.

11 MS. JENNINGS-FADER: In the documentation
12 or the books or whatever Qwest provides to assist CLECs
13 as they work through this interconnection and ordering,
14 their ordering processes, is the NL and the location
15 and the meaning on the screen explained in the
16 documentation?

17 MS. LISTON: I don't know. I don't know
18 if that's explained on the documentation. I know one
19 of the things that I have asked for is a review, again,
20 of the training documentation, to make sure it has all
21 of the information. But I don't know specifically if
22 that NL is explained.

23 MS. JENNINGS-FADER: With respect to your
24 request that the training documentation be provided and
25 reviewed, again, can you let tell the commission when

1 that review process is expected to be completed?

2 MS. LISTON: We currently are updating
3 all, as you know, all of our documentation. And the --
4 I don't have a specific date in terms of the raw loop
5 data tool. I know that I have -- we have talked about
6 trying to make sure that all of the tools are updated
7 and current. So I don't know specifically on this one
8 when that was scheduled to go.

9 MS. JENNINGS-FADER: Just in general,
10 when will that process be completed, not with this tool
11 specifically but the overall review and updates?

12 MS. LISTON: Trying to -- Chuck, do you
13 have the latest on that?

14 MR. STEESE: We can send out an E-mail.
15 I do not know that information.

16 MS. JENNINGS-FADER: Thank you. That
17 would be useful. Thanks.

18 MS. LISTON: There was several
19 situations -- and I -- this is one that we have not
20 completely validated with Covad. We ran out of time
21 more than anything. And that was around wrong address
22 information, where the tool would pull up a loop, and
23 it basically gives the wrong address. Qwest was
24 struggling through the wrong address. In that
25 situation it appeared that Covad was looking at the

1 address associated with the terminal, because there
2 are -- every time you do an address, you do a
3 validation, you have the situation where every terminal
4 address also gets populated. And in their notes,
5 sometimes when I will see it says, "Wrong address," it
6 was on F2 screens, and I still wasn't sure if they were
7 looking at the F2 address that was on the F2 screen, or
8 they were looking at the primary address. We do have
9 some concerns. We wanted to make sure we don't have
10 the problem with the way the address is being pulled.
11 We have attempted to duplicate some of the problems
12 that Covad experienced. We have not been able to
13 duplicate them.

14 Another -- some of what we're also
15 interested in, in terms of interpretation of data, and
16 one of the notes on one of Covad's examples was a
17 loaded loop that was over 19,000 feet. And there was a
18 note on Covad's sample that said, "If the loads are
19 removed, will this loop be less than 19,000
20 afterwards." And, again, it was a situation where
21 maybe it was a misunderstanding about how conditioning
22 works, or what removal of the load coils does. If you
23 remove load coils, you don't shorten the length or the
24 actual length of the loop. It removes the load from --
25 it removes the bridge tap. That actually shortens the

1 load -- the loop length, excuse me. So, again, the
2 situation where it appeared that there may not have
3 been -- the interpretation of the data may have been in
4 question. You know, based on Qwest's review, we
5 believe all indicators are that the TRLD tool is about
6 at least 80 percent accurate.

7 We know we have problems with the no TN
8 responses. I was asked at one time to do a false
9 positive/false negative calculation. If we look at the
10 false positive, it occurred about 1 to 2 percent of the
11 time where the tool would have said that conditioning
12 was not required, but it actually was --

13 MR. BELLINGER: Yeah. I think you have a
14 typo of some kind on that, where you are reading from,
15 so would you correct that.

16 MS. LISTON: Okay. Yeah. Just strike
17 the last word, "not." Sorry about that. I have these
18 troubles with "not."

19 MS. JENNINGS-FADER: Just so we're all
20 clear, that's on page 7 of Exhibit 5-Qwest-501, the
21 second No. 1.

22 MS. LISTON: Correct.

23 MS. JENNINGS-FADER: Thank you.

24 MR. BELLINGER: Would you read the No. 2
25 also? I have a problem with that one.

1 MS. LISTON: Oh, in this situation, the
2 tool would have said either that there was no copper
3 loop -- the loop was not a copper loop, it was a pair
4 gain loop, or that there was conditioning required on
5 the loop. But Qwest was able to provide a nonloaded
6 loop that did not need to be conditioned.

7 MR. BELLINGER: Okay.

8 MS. LISTON: That was a false negative.
9 We have said you can't do this, but we were actually
10 able to find a way that you could.

11 MR. BELLINGER: Your English is a little
12 confusing. TRLD said there was no copper loop?

13 MS. LISTON: Right.

14 MR. BELLINGER: Okay.

15 MS. DeCOOK: How do you find a nonloaded
16 loop to provision?

17 MS. LISTON: If you look, as I have
18 testified before, Qwest does a very detailed 11-step
19 assignment process that looks for alternatives, whether
20 it's a line-and-station transfer, or a situation where
21 maybe there was a defective pair that we had to
22 recover, or, you know, other things like that where we
23 would be able to go in. And the way that the 11-step
24 process works is we -- the tool asks for, we need a
25 copper loop and then they look for available copper, it

1 has several iterations where you keep changing the
2 requirements to see if there's anything available. So
3 it's through our overall assignment process.

4 MS. DeCOOK: You are using the raw loop
5 data tool to do that 11-step process?

6 MS. LISTON: No. The 11-step process is
7 part of the Qwest provisioning process for assignments,
8 the finding of compatible pair.

9 MS. DeCOOK: Thanks. I noticed in your
10 FOC trial description, you said that Qwest would go
11 into LFACs and look for a loop that would meet the
12 qualifications, and that's what you are talking about.
13 You wouldn't have used the raw loop data tool. You
14 would have gone into LFACs to try to find a compatible
15 loop.

16 MS. LISTON: The 11-step assignment
17 process uses the LFACs database.

18 MR. STEESE: Just to make sure, Ms.
19 Liston, here you say 17 to 18 percent of the time.
20 What this means is the tool might have contained
21 correct information to the loops to the home or to the
22 business. But in this particular case, we're able to
23 find an alternative to replace, correct?

24 MS. LISTON: That's correct.

25 MR. STEESE: And it would be for that

1 reason that it's -- we say, "at least 18 percent of the
2 time," instead of a defined number. It's difficult to
3 say when things happen in the provisioning flow,
4 whether the information was correct or not in the
5 database, right?

6 MS. LISTON: That's correct. And just to
7 clarify, though, about -- on Becky's questions. The
8 overall assignment process really looks for that match
9 of facilities, with any customer asking, for both
10 wholesale and retail. And we use that same assignment
11 process in our provisioning of our orders, for all
12 orders, wholesale and retail.

13 MR. BELLINGER: Michael.

14 MR. ZULEVIC: Just a quick question for
15 clarification. If a CLEC relied totally on the raw
16 loop data tool for loop qual, and did not issue an
17 order, then they would end up missing an opportunity
18 about 17 to 18 percent of the time due to your findings
19 here as far as the false negatives are concerned. The
20 only time that you would go that next step is if we
21 issue an LSR; is that correct?

22 MS. LISTON: Not completely, because, as
23 part of this, the 17 or 18 percent was also conditioned
24 orders, so the tool would have said it was loaded. And
25 we didn't actually have to remove the load coils. So,

1 that would have been a situation where you may or may
2 not have issued the order anyway and said condition it
3 for us. So, there were two different scenarios that
4 happened in the false positive. One was pair gain and
5 the other one was the raw loop data tool said it needed
6 to be conditioned. We didn't have to actually remove
7 load. So, that would be a choice that you had made.

8 MR. ZULEVIC: Okay. If it were our
9 choice, then, not to opt for conditioning, then this
10 would be the case, then, 17 to 18 percent of the time
11 we would miss the opportunity, even though there may be
12 a facility that would work.

13 MS. LISTON: That would be correct. And
14 to the extent that the data is in the database this
15 way, that would be the exact same thing that would
16 happen to Qwest retail also. The difference that we
17 have between retail and wholesale, however, is that the
18 CLECs do have the option in wholesale to submit the
19 LSR. We will review it and look for an alternative.
20 On retail, that option is not given. If the tool says
21 it doesn't work, then they can't make the sale. And
22 this is a situation where Qwest is a little bit
23 different from some of the other ILECs.

24 So, some of the other ILECs do a
25 multi-step process. And, for instance, in Verizon, if

1 you have to condition a loop, and when they run the
2 tool that says it needs to be conditioned for, anytime,
3 that conditioning has to take place before the order is
4 processed. So, they run the tool, they say, this loop
5 need to be conditioned, they do a separate order that
6 says remove the load coils or remove the bridge tap,
7 then they come in and issue their LSR, they get their
8 FOC on that LSR, but conditioning has already taken
9 place.

10 The other thing that happens with some of
11 the other ILECs is that they have a manual review
12 process that says if you want us to manually remove the
13 raw loop data, we will do a manual review. And in
14 those situations, again, it happens outside of the
15 interval. Verizon has up to a five-day manual review
16 process. BellSouth has a three-day manual review
17 process. And those situations, they will do the manual
18 review, they will do the check, which is comparable to
19 what Qwest does through the provisioning process of
20 LFACs, looking for the, you know, looking for these
21 alternatives, but we include that in our interval.

22 So, if we find a good one, we keep going
23 and give you the five-day due date, whereas, in the
24 other companies, they will do the manual review and
25 then they say go ahead and submit the order, and then

1 that's when their five-day interval starts. So we kind
2 of put it in a position where we said you can't
3 always -- the tool is going to only provide you the
4 data for the specific item you are looking at. If you
5 ask for an address, they will get you to that address,
6 and it gives the facilities in place. If you ask for a
7 telephone number, it's going to give you a specific
8 telephone number, but we're not going to restrict you
9 and say if it doesn't give you -- if it doesn't look
10 like it's going to work, you can't issue an LSR, go
11 ahead, look, and we'll do the manual check. If a
12 manual alternative comes up, we're going to provision
13 it and we're still going to make the commitment. We'll
14 get it to you in five days or 15 days, if it needs to
15 be conditioned.

16 MS. DeCOOK: Jean, isn't it true that
17 those companies that you just were referencing, they
18 have the manual option. They also have the fully
19 automated option too, and the fully automated option
20 has a different interval than the manual option?

21 MS. LISTON: With the fully automated
22 option, they don't have to do the presurvey piece. The
23 conditioning piece still occurs outside of the
24 interval, but they don't have to do the presurvey. And
25 all -- I was trying to make the point that what we have

1 done is we have done the mechanized process upfront,
2 and we have built into it the equivalent of a manual
3 review process, and if we find an alternative, like
4 they would find in their manual review, you don't have
5 to ask for it. We'll always look for the alternative.
6 And if we find it, we'll continue to go ahead, and if
7 it doesn't need to be conditioned, we're making the
8 commitment that we'll provide it in five days.

9 MR. BELLINGER: Okay.

10 MR. STEESE: That concludes our summary.

11 MR. BELLINGER: Any other questions on
12 this?

13 MS. DeCOOK: That was 15 minutes.

14 MR. STEESE: I think we used the 15
15 minutes.

16 MS. QUINTANA: Staff does have some
17 information we would like to put on record. If Covad
18 has a response, first, I think we should hear that.

19 MS. DOBERNECK: I do. I will be very
20 brief. I won't take more time than necessary. As Jean
21 mentioned, we did undertake a data, I should call it
22 "reconciliation," probably would prefer to call it
23 "torture." We did go through a great deal of that with
24 Qwest. The first round of data reconciliation,
25 essentially, I think, as Jean indicated, we operate

1 under very different business rules for capturing data.
2 We have 24/7, and we have a different business day, for
3 example. So, after the first data reconciliation
4 meeting, we did agree to scrap our business rules,
5 although it doesn't reflect what we consider to be our
6 business rules, and go with Qwest's.

7 Additionally, where Qwest identified
8 other issues that they believe we made an error on, for
9 example, conditioning, customer call misses, Covad call
10 misses, wherever Qwest indicated that they perceived a
11 problem, because we have limited resources and
12 certainly couldn't do the actual paging through the
13 hard documentation and backup, we certainly accepted
14 Qwest at its word where it said loops required
15 conditioning and we were wrong. We took that where
16 they said it was a customer request or customer call
17 miss, we said, fine, we will adjust our results with
18 whatever you have to say.

19 With respect to some of the business
20 rules, for example, we're talking about the 7 p.m.
21 versus midnight, things like that. Ultimately, those
22 turned out to be very insignificant numbers, given the
23 total number of orders that were Covad specific for the
24 trial. Some of the issues we did encounter were
25 software fixes we needed to implement. Unfortunately,

1 for purposes of the trial, we couldn't do that for this
2 trial. Those changes have been made so in further
3 coordinated testing, we will be prepared to deal with
4 that.

5 Looking at Round 2 of the data
6 reconciliation, again, one of the issues I identified
7 was supplementation of LSRs. Again, that's a software
8 fix that I had requested to be put into place, and it
9 should be in place. I profess to be a little bit
10 perplexed about combined data associated with two
11 different customer orders. I don't recall specific
12 conversations during data reconciliation, but I am
13 assuming that perhaps Jean and I can talk off-line to
14 make sure that, as we proceed further in these
15 proceedings, we can make sure we have that corrected on
16 our side if, in fact, it's something we need to
17 correct.

18 The big issue for us, we were able to
19 track with specific data, no assumptions included, when
20 we received the FOC from Qwest. I don't think we had a
21 dispute about that. And we didn't impose any
22 assumptions in calculating that data. Where we did
23 have to include an assumption, as Jean testified, was
24 this issue of whether Qwest met the due date or not.
25 From Covad's perspective, the completion date we

1 receive from any ILEC is not really a sufficient
2 indicator for our business purposes, so we decline to
3 track that, although we have now put that into place so
4 we can track that.

5 When we talked about Qwest's issue or
6 concern about the fact that Covad utilized an
7 assumption in determining the due date, we did offer,
8 during the first round of data reconciliation, to say,
9 well, we'll track it according to the cooperative
10 testing date. That offer was rejected. I think, on a
11 going-forward basis, in addition to tracking
12 specifically Qwest requested completion date as well as
13 the cooperative testing date, that will certainly help
14 us remedy, you know, the completion date issue. But,
15 because we couldn't reach an agreement on the sort of
16 proxy for Qwest's completion date, we reverted back to
17 our assumption, which is if for nonloaded loops, the
18 due date requested was five days we -- not due date
19 requested -- if the due date we received was five days,
20 we considered that a make on Qwest's part for OP-3. If
21 the due date was beyond five days, we considered
22 that -- we counted that as a miss.

23 Unfortunately, what I learned at the end
24 of the trial, orders are submitted in two manners,
25 through IMA or through EDI. In evaluating the IMA

1 for purposes of whether Qwest has met OP-3, we withdrew
2 our testimony -- I guess -- I am sorry. We have gone
3 through that. We considered the OP-3 issue closed
4 because of the problems we encountered in accurately
5 trying to track that. What we are doing, on a
6 going-forward basis, is, as I have indicated, IMA
7 orders are going in within a five-day interval, EDI
8 intervals are coded to be automatically populated
9 within a five-day interval. We are adjusting the data
10 points we track to track down not only the cooperative
11 testing dates but the completion date Qwest provides,
12 as well as our -- what we consider is our internal
13 provisioning date, which is a little different than
14 what Jean described, basically the date by which we can
15 confirm that a loop is capable of provisioning or xDSL
16 capable.

17 MS. LISTON: Megan.

18 MS. DOBERNECK: Yeah.

19 MS. LISTON: Could you explain what you
20 mean by that? I guess I am concerned or confused. At
21 one time I thought I understood that it was -- your
22 close date was when you turned it over to your
23 customer. That was how you knew it was a valid working
24 circuit.

25 MS. DOBERNECK: Often those two things

1 are simultaneous, certainly, so -- but it just depends
2 on when, for example, we can confirm xDSL service has
3 been turned up. It may not always be the same as the
4 date on which we have turned the circuit over to the
5 customer. I don't know. I certainly don't know the
6 percentage, but I do agree that sometimes it is the
7 same time we turn over the circuit to the end-user
8 customer, but, as I learned, not necessarily always. I
9 just wanted to make sure that was clear for the record.
10 So that's where we're at on OP-3.

11 PO-5, which is 72-hour FOC receipt, we
12 have certainly continued to stand by that date, and as
13 we mentioned earlier, you know, it's our understanding
14 that part of that was to determine whether CLECs would
15 support Qwest in going to the FOC -- to request a
16 72-hour interval for xDSL loops. Because we're at
17 72-hour interval under our contract with Qwest, we
18 don't object, because it doesn't change our perspective
19 on that front. And, in fact, we actually believe it
20 would benefit us if only because our orders have been
21 included in the PID measurements.

22 Just going quickly over the raw loop
23 data, and I will keep it to a minute or less. Suffice
24 it to say, we provided Qwest with over 150 orders in
25 which we were -- we believe there's a problem with the

1 raw loop data tool. Qwest then responded to 18 of
2 those orders. For our raw loop data reconciliation, I
3 turned it over to our people who dealt with raw loop
4 data, and they continue to dispute 15 of those orders.
5 We agreed with Qwest on three of them. Rather than
6 responding point by point to what was included in
7 5-Qwest-501, you know, we have laid out our position on
8 the raw loop data issue, where we perceived problems,
9 deficiencies, what have you, and we disagree very much
10 with what's contained in 5-Qwest-501 as far as raw loop
11 data analysis.

12 I would like Mr. Zulevic to add one
13 point, just for clarification of the record, regarding
14 the NL designation.

15 MR. ZULEVIC: Very briefly, I found it
16 very interesting that this does not mean nonloaded.
17 Every loop database or other tool that I have ever
18 dealt with has always used "NL" as a designate for
19 nonloaded pair. If the pair, as you indicate here,
20 were to have gauge information, that would be a two
21 digit, 22, 24, 26, but then I believe it would be
22 preceded or followed by NL, as nonloaded, or maybe a
23 designation such as H88 as the type of loading if
24 indeed it were a loaded pair. So, I would be very
25 interested in seeing some information that would allow

1 me to understand how much that -- those designations
2 are used in the raw loop data tool.

3 MS. DOBERNECK: One final point I would
4 add with regard to the training issue and the
5 documentation. One of the things I did request is one
6 of the people in our training group who has been
7 trained by Qwest on use and application of the raw loop
8 data tool, I did ask that individual to work with the
9 other people, investigate the raw loop data issue. So,
10 from our perspective, the information you received from
11 Qwest, with regard to raw loop data, was, I think,
12 incorporated into our analysis of whether the raw loop
13 data tool provided us with meaningful loop
14 qualification information.

15 MR. STEESE: One last administrative
16 issue or question for the staff. You look at page 5,
17 or where we see Qwest's analysis of Covad's data, and
18 we talk about commitments met. And we identify
19 percentages associated with places where we disagreed
20 with Covad's analysis. We have a similar document on
21 FOC, but we found it impossible to make it
22 nonconfidential, if you will. I mean, it has whole
23 numbers on it. And so we have elected, at this point,
24 not to bring it here today.

25 MS. QUINTANA: I am sorry. Chuck, you

1 mean the raw loop data tool?

2 MR. STEESE: No. The FOC returns. The
3 difference between 76 percent and 93 percent.

4 MS. QUINTANA: Thank you.

5 MR. STEESE: And we have that available,
6 if you wish to look at that, but we had a difficult
7 time doing it the exact same way, just the percentages.
8 So, if you would like that, we have that available to
9 you.

10 MS. QUINTANA: If I am not mistaken,
11 Covad did supply that to staff as a response to our
12 audit questions.

13 MS. DOBERNECK: We did, and I would just
14 simply note for the record that, to the extent Qwest
15 has undertaken its analysis of our FOC results, that
16 was part of our data reconciliation process, we did, in
17 fact, focus on installation interval. That was sort of
18 the meaningful part of the test.

19 MS. DeCOOK: Hagood, I have a couple of
20 questions for Megan.

21 MR. BELLINGER: Sure.

22 MS. DeCOOK: I understand, from your
23 statement, Megan, that with respect to the FOC receipt
24 issue, that you dispute Qwest's concerns that they have
25 raised about your data; is that fair?

1 MS. DOBERNECK: Yes.

2 MS. DeCOOK: Is that your representation,
3 that their FOC receipt time was met 75 percent of the
4 time?

5 MS. DOBERNECK: I don't have the specific
6 information with me as far as our specific results. I
7 think it was 75, 76 percent of the time, but, yes, in
8 answer to your question.

9 MS. DeCOOK: It's hard to understand the
10 difference in Qwest versus Covad in terms of the
11 completion date issue. I guess my question for you is,
12 how do you think that impacted the results of the test,
13 the fact that you have a difference of opinion or
14 different business rules on how you measure the
15 completion date, and what you did as a result of that,
16 and what impact that had on the results of the test.

17 MS. DOBERNECK: Well, in -- we're looking
18 at the way we measure the completion date, and,
19 certainly, this is something we discussed with Qwest
20 during our first round of data reconciliation, is that
21 our completion date essentially rolls with OP-3 and
22 OP-4, whichever the new service installation quality
23 PID is. But we rolled those two, in essence, into our
24 completion date, because from just simply managing our
25 business and our customers expectations, that's what

1 makes sense for us.

2 If we're talking specifically about how
3 we measure the completion date with respect to this
4 trial, I think, as I indicated, you know, we had a
5 problem ensuring that our LSRs were submitted with the
6 correct due date with the assumption being -- that we
7 had utilized for purposes of measuring installation
8 commitments met. I think, because of the assumption
9 and problems that arose with that, as well as our
10 decision just not to track cooperative testing data and
11 compare those two, I think this is still an issue that
12 will need to be reviewed and possibly reopened at the
13 conclusion of the OSS testing.

14 And, for those reasons, that I have
15 certainly requested, on a going-forward basis, that we
16 track our completion date, the cooperative testing
17 date, and the completion date that Qwest provides to us
18 for turning over a particular circuit. And in that
19 way, I think we can accurately and correctly evaluate
20 Qwest's installation interval and the installation
21 commitments met.

22 (Whereupon the lights went off.)

23 MR. SUMPTER: Shall I just pound on that
24 wall?

25 MS. DOBERNECK: Does that answer your

1 question, Becky?

2 MS. LISTON: Becky's still in the dark.
3 I am sorry. I couldn't resist it. Just meant as a
4 joke.

5 MS. DeCOOK: I guess, in your brief, I
6 think you said that since -- but since I can't read
7 it -- I think you said that because of the discrepancy
8 in completion dates, that you assume that all dates had
9 been met.

10 MS. DOBERNECK: What we did, in terms of
11 actually calculating or evaluating whether Qwest met
12 the installation interval, is that we made the
13 assumption of, okay, we get a due date by which Qwest
14 commits that it will deliver a loop, and we assumed 100
15 percent of the time, or, excuse me, we assumed Qwest
16 met that due date, sort of manually returned due date,
17 or whatever, electronically returned due date, 100
18 percent of the time, in order to try to compensate for
19 any unfairness that may be implied in using that
20 particular assumption. And so, when you operate off of
21 the assumption of, well, you met your installation
22 interval 100 percent of the time, based on the due date
23 you provided to us, but when the due date that got
24 automatically populated was not the same as the
25 interval to which Qwest committed, obviously it

1 necessarily impacted our ability to evaluate Qwest's
2 installation commitment met performance.

3 MS. DeCOOK: But if you had a completion
4 date that differed from what Qwest considered to be the
5 completion date for the order, that order was excluded
6 from -- you assumed that due date had been met on that
7 order?

8 MS. DOBERNECK: See, you are going back
9 to Covad's completion date and Qwest's completion date.

10 MS. DeCOOK: Yes.

11 MS. DOBERNECK: Essentially what happened
12 during the first round of data reconciliation, we
13 agreed to abide by Qwest's business rules of
14 calculating, for purposes of tracking when the interval
15 was actually met. So, to that extent, what our
16 completion date is was basically thrown out because we
17 agreed to abide by 100 percent Qwest's business rules,
18 which is their completion date, not ours.

19 MS. DeCOOK: Which completion date of
20 theirs did you use? Did you use the cooperative
21 testing completion date or -- the coordinated and
22 cooperative testing completion date or did you use the
23 basic installation complete date or both?

24 MS. DOBERNECK: I think we're getting a
25 little mixed up here because we don't track the

1 completion date. So, that basically fell out of the
2 picture altogether, because what I just explained, from
3 our business perspective, that may not be meaningful,
4 because we don't track their complete -- Qwest' posted
5 completion date. We had two alternatives, either the
6 cooperative testing date -- that should be the same as
7 the completion date -- or the assumed completion date
8 of the due date contained in the FOC. Does that help
9 you? So what we did, because we couldn't reach an
10 agreement on measuring the installation commitments met
11 by the cooperative testing date, that they then went
12 back to our assumption of the completion date was the
13 same as the due date that we received.

14 MS. LISTON: So, I will take a stab at
15 it. The way it worked on Round 2 was when the FOC was
16 returned, it has a due date on it. So what Covad
17 does -- hopefully I say this right -- was we look at
18 the application date, and they looked at the due date
19 on the FOC and said, if there are -- if the interval is
20 five days, we will assume 100 percent of the time that
21 you met your due date, and if that interval is five
22 days, then it met the commitments that we expected you
23 to meet. So, it wasn't based on any kind of completion
24 date information or anything, other than the assumption
25 that said if the interval is, from the ap date to the

1 due date on the FOC, is five days, that was considered
2 a met. If it was longer than five days, it was
3 considered a miss.

4 MS. DOBERNECK: That's right, that's
5 where we encountered the EDI problem, because of the ap
6 date from the automatically populated due date on our
7 EDI letters. We always requested more than five days
8 so we considered those misses, and, unfortunately,
9 after the fact we discovered that issue, so --

10 MS. DeCOOK: And my question on the EDI
11 orders is what percentage of those orders, of your
12 orders, were EDI orders?

13 MS. DOBERNECK: It increased through the
14 course of the trial, as COs were EDI-enabled. It's
15 about -- it's a little bit fuzzy, as I have discovered,
16 but we can -- somewhere between 30 to 40 percent. So,
17 I mean it impacted a very significant, obviously, very
18 significant number of orders that were included within
19 the scope of the trial.

20 MS. LISTON: Megan, just one thing. And
21 I know that this piece we hadn't talked about, and, in
22 fact, it was kind of just as I was getting ready to
23 leave for here, I thought, wait a minute, I missed
24 something. That was when we did Round 2 of the data
25 analysis, because the due dates were so dramatically

1 changed, we really focussed in on looking at the due
2 date and brought that -- why was it coming in at
3 48 percent.

4 So, right before I left, we did a quick
5 rundown on the FOC issues and coming up with the
6 75 percent, 76 percent scenario. And many of the
7 things that we talked about we saw were still in some
8 of that data, like we just talked about here earlier.
9 Ap times after seven were still included as same day.
10 We still -- it was -- there were issues where our ap
11 dates and your ap dates didn't match, so that by us
12 starting times differently, it shifted the data. And
13 the FOC information we -- there were inconsistencies
14 between FOCs. That's why what I said in the beginning,
15 we had concerns with 76 percent. It was -- we looked
16 at it -- if we looked at the -- we looked at the total
17 list and said what looks right or wrong. There was
18 another round, total percent of numbers that we thought
19 probably were miscalculated, were in a situation where
20 it was reported the FOC was missed, but we didn't think
21 it did 2 percent of the orders. It was based on a lot
22 of discussion we had with Round 1. We hadn't redone
23 the Round 2 number.

24 MS. DOBERNECK: I wish I could respond,
25 since we actually didn't include that in our

1 reconciliation.

2 MS. LISTON: It was the same
3 reconciliation we did on Round 1 with FOC, the same
4 issues, but looking, as you started implementing them,
5 it did follow through on all of the orders kind of
6 situation.

7 MS. QUINTANA: Hopefully, briefly, I just
8 want to get this on record, seeing how I am hungry too.
9 What staff did was first we submitted an audit question
10 to Qwest to get to the companies that purchased xDSL
11 lines in March and April and the number of lines that
12 each company purchased. From that information, we then
13 requested information from those specific companies on
14 the results of the FOC trial. I did send out an E-mail
15 with some nonconfidential information, basically
16 aggregated responses that we received back from that
17 audit question that we sent out. A little bit more
18 specifically, but still, I believe, nonconfidential,
19 this is what happened.

20 Let me preface this by saying the only
21 information that staff was asking for and looking at
22 was in relationship to the PO-5 measure, just the
23 timeliness of the FOC return, just the 72-hour
24 interval. We did receive data back from five of the
25 ten companies that apparently ordered xDSL line loops

1 in those two months. Of the remaining five, that we
2 did not receive responses to, three of those five were
3 either out of business or have merged with other
4 companies. And then the other two, one did not know
5 that it was even participating in a trial and didn't
6 track any data, therefore, and the other one did know
7 about the trial but did not track any results. So, we
8 did not have data to compare.

9 Of the five responses that we did
10 receive, however, we separated the data between March
11 and April. And I believe this is nonconfidential since
12 Covad's been throwing out percentages and Qwest has
13 also, so what I want to do is simply read the
14 percentages on time from the -- from these five
15 companies. Actually, in March there were four, in
16 April, there were five: 88 percent met, 50 percent
17 met, 75 percent met, and 57 percent met in March. In
18 April, 76 percent met, 100 percent met -- that was one
19 order -- 60 percent met, 76 percent met, and 86 percent
20 met.

21 Now, I will state that these were
22 approximately 51 percent of the orders that were placed
23 we received results for. So, the other five companies
24 that we did not receive results for were a very
25 significant portion of the orders. But staff's

1 on Qwest saying that they met the 72-hour interval 92
2 to 93 percent of the time.

3 MR. STEESE: I will simply object to
4 that. I think that when you look at what has gone on,
5 to penalize us because certain carriers don't want to
6 do data reconciliation, is inappropriate.

7 MS. QUINTANA: I don't know that they
8 don't.

9 MR. STEESE: That has a net effect.

10 MS. QUINTANA: I don't know that they
11 don't want to do data reconciliation. Even the
12 companies that reported the data to us -- it was after
13 a bunch of communication on staff's part, because even
14 those companies were not aware at the time that they
15 were participating in such a trial. And for -- and I
16 don't know, perhaps if Qwest would like to contact
17 those companies. I cannot reveal that data to Qwest or
18 to any other party, because it's not my personal data,
19 it's company-specific data. If you know the companies
20 that purchased the lines, if you want to approach those
21 companies and try and reconcile similar to what you did
22 with Covad, staff would be happy to have that
23 information entered into the record after that
24 reconciliation has then taken place.

25 MR. STEESE: Let's make sure the facts

1 are straight.

2 MS. QUINTANA: Sure.

3 MR. STEESE: When we entered into this
4 trial, we announced before this group -- a much larger
5 group at the time, actually, and in addition, any party
6 that was a CLEC who had ordered loops in Colorado got a
7 letter from us saying the trial was starting. And once
8 we went to our first loop workshop, and
9 Ms. Jennings-Fader said -- and we did this in part, so
10 we at least are getting some data -- we sent out a
11 notice to every carrier, a letter to every single
12 carrier, saying -- that had ordered any xDSL loops,
13 that you can get your data and, in fact, three carriers
14 requested that data. Only one carrier did
15 reconciliation with us and we appreciated Covad doing
16 that.

17 MS. QUINTANA: I don't doubt what you are
18 saying at all, Chuck. I don't doubt what you are
19 saying about notifying the CLECs, but for whatever
20 reason, many responses, out of the -- many, out of the
21 one state, stated that they had -- didn't have any
22 awareness of the trial taking place, for whatever
23 reason.

24 MR. STEESE: That I will just go on. I
25 totally believe they had told you that. I saw the

1 letters myself. They went out to the carriers. And if
2 you want to say any carrier didn't participate in data
3 reconciliation, that's one thing. But to basically say
4 to us, when we have gone through a multi-week process,
5 with Covad, that this data is going to be functionally,
6 I guess, ignored, that you can't believe it because
7 certain carriers didn't participate in data
8 reconciliation, we think that is absolutely
9 inappropriate. We think the right thing to do is look
10 at the facts, just like any fact-finder would, and I
11 mean, certain questions that were not asked in your
12 question, what business rules do you assume. Do you
13 assume 10 p.m. issuance of a FOC, or do you not. We
14 went through that entire process with Covad and we
15 think, as to the entire trial, what we believe is the
16 data validation, not only verified our data, it
17 absolutely solidified the data, because when we looked
18 at the errors made by Covad, as soon as you extracted
19 that you were right back to where we are consistently.

20 We have 14 boxes of underlying material
21 that you and and staff are more than welcome to use,
22 and, in fact, if it takes that, to include this data,
23 we will introduce 14 boxes of material, page by page,
24 every FOC print screen, every raw loop data tool print
25 screen, we have order by order. And we'll submit that,

1 if that's what is necessary.

2 MS. QUINTANA: That's perfectly fine with
3 Covad. I understand that you went through an
4 excruciating, painful process for reconciling this
5 data. Two things now. Covad has already stated that
6 it still stands behind the data that it submitted to
7 staff on the 72-hour interval. Putting that aside,
8 whatever Covad and Qwest have already briefed on the
9 FOC trial results stands in the record. The commission
10 will take that for what it is. The other nine
11 companies' data has not been reconciled, bottom line.

12 MR. STEESE: I thought I heard you say
13 all of the data was going to be discarded as not
14 being -- I thought I asked, including Covad data, and
15 you said, yes. Am I misunderstanding?

16 MS. QUINTANA: What I have heard from
17 Covad is that they do not agree, still, with your 92 to
18 93 percent interval met. They stand behind their 76
19 percent data that they submitted to staff.

20 MR. STEESE: When there's a disagreement,
21 you are the fact-finder. You are -- it is your job, in
22 my view, to look at the underlying facts, and if
23 there's a disagreement, decide who is correct.

24 MS. QUINTANA: Right, exactly, but I
25 don't think that staff can decide who is correct

1 without having the other company's data reconciled. We
2 cannot make a determination on the overall general 92
3 to 93 percent of intervals met.

4 MS. JENNINGS-FADER: Across all of the
5 companies. We can't extrapolate whatever may have
6 happened between Qwest and Covad to the other ten
7 companies that ordered.

8 MR. STEESE: Why not? If you look at --

9 MS. JENNINGS-FADER: Well, Chuck --

10 MR. STEESE: If you look at the 271 body
11 of law that's there, we have a burden of proof, and
12 once we make our burden of proof, the burden shifts to
13 the CLECs to show that our showing is inaccurate.
14 Every single FCC decision says that. Every one. We
15 have put forth our data. Only one carrier has
16 attempted to review it, refute it. We think, our
17 opinion -- I know Covad would disagree and say
18 inartfully and unsuccessfully. But at that point in
19 time, you can't discard our data because no one else
20 has validated with us. The entire body of 271 law says
21 to the contrary.

22 MS. JENNINGS-FADER: Chuck, I think, if
23 you will recall back at the dawn of time, when we
24 started this process, we made a commitment that we
25 would tell the companies -- we would tell the

1 participants what our recommendations were going to be
2 to the commission. And you could agree or disagree
3 with the recommendations, but we were going to put them
4 out there so that everybody would know what they were
5 going to be. I think that staff has done that
6 consistently in the reports. I think what Ms. Quintana
7 was just doing was in the spirit of just letting people
8 know what the staff's recommendation is going to be.

9 We, as you well know, are not the
10 decision-maker. We're the staff to the decision-maker.
11 And the arguments and any other comments that a company
12 or anybody wishes to make on the staff's recommendation
13 will be made. And I think what Becky was just doing
14 was just putting out there what we said we would do,
15 which is let you guys know what the recommendations
16 were going to be. And I appreciate that you don't --
17 that you are dissatisfied and you're questioning the
18 recommendations. But, I think that the opportunity to
19 present those arguments will be -- is available.

20 MS. JENNINGS-FADER: Not to us, but to
21 the --

22 MR. STEESE: The one thing that I would
23 add, then, is if you look at what the FCC has said
24 consistently, and this is verbally to every one who is
25 willing to listen, that they're hoping, on data

1 dispute, which this is clearly one --

2 MS. JENNINGS-FADER: Which this is one.

3 MR. STEESE: Is that the states will take
4 the evidence and make findings.

5 MS. JENNINGS-FADER: Okay.

6 MR. STEESE: And to the extent that you
7 don't make a finding, it's just there's disagreement.
8 Qwest saw it as the entire purpose -- maybe
9 incorrectly, and I would be quiet after this -- to look
10 at all of the totality of the circumstances and make a
11 finding.

12 MS. JENNINGS-FADER: The hearing
13 commissioner may very well do that.

14 MS. DeCOOK: I guess I have a question
15 about this. I understood that the purpose of the trial
16 was to determine whether we would take the 72-hour
17 interval to the ROC process.

18 MS. JENNINGS-FADER: To amend the PIDs.

19 MS. DeCOOK: Right. Right. And it
20 strikes me that to the extent that there are data
21 disputes here, that you are going to have this issue
22 addressed by the ROC in a more controlled environment,
23 where, hopefully, these business rules that created
24 such dissension between Covad and Qwest can be known
25 and dealt with at the front end of the testing process.

1 So, I am not sure what kind of
2 recommendation we're talking about here, other than a
3 recommendation that, yeah, maybe this should be tested
4 as part of the ROC process, and the 72 hours should be
5 included as something that's tested as part of PO-5 and
6 OP-3 and OP-4, and it's not included, as it is today,
7 in that measurement.

8 So, you know, I don't know if what you
9 are concerned about is whether the trial is successful
10 or not, if that's the finding you are concerned about,
11 but I think ultimately, Covad has agreed, and I know
12 AT&T has said that we don't have any objection to this,
13 going to the ROC process and being included in the
14 test. AT&T is not convinced that 72 hours is the right
15 ultimate interval. I don't think we'll know what the
16 right interval is until we get some reliable test
17 analysis through the ROC process.

18 MS. QUINTANA: Thank you for that
19 clarification, Becky. I am sorry if I was not clear in
20 what staff's recommendation would be. We do not have a
21 problem with the carriers or Qwest taking this to the
22 ROC and changing the interval to 72 hours. That's not
23 our concern. That's for all of you to decide how you
24 want that captured. My only recommendation to the
25 commission at this point would be to the accuracy of

1 Qwest's reported 92 to 93 percent. That's all.

2 MR. BELLINGER: I am about to say, we
3 have stated our positions pretty well. They are on the
4 record, they aren't in agreement, but I am not sure
5 we're going to reach agreement here.

6 MS. DOBERNECK: I have one question that
7 has nothing to do with anything we have talked about.
8 Just a question for Becky about the data she just
9 related.

10 MR. BELLINGER: Okay.

11 MS. DOBERNECK: Obviously, there are
12 different percentages that you read for different
13 carriers. Was there any correlation between, say,
14 between the volume of orders which that particular
15 carrier reported and the percentage of FOCs in the
16 interval?

17 MS. QUINTANA: With no significant
18 statistical analysis, interestingly enough, the more
19 orders a company had, the more the interval was met on
20 time.

21 MS. DOBERNECK: Thank you.

22 MS. JENNINGS-FADER: Except for the 100
23 percent.

24 MS. DOBERNECK: That's really what
25 prompted my question.

1 (Whereupon the Workshop 5 proceedings were
2 concluded.)
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CERTIFICATION

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

We, Harriet Weisenthal, James Midyett
and Kristy Turner, do hereby certify that we were
present and reported in stenotype the proceedings
in the foregoing matter; that we thereafter
reduced our stenotype notes to typewritten form,
with the aid of a computer, composing the foregoing
transcript; further, that the foregoing official
transcript is a full and accurate record of the
proceedings in this matter held at Denver, Colorado
on June 26, 2001.

FILED at Denver, Colorado _____.

Harriet Weisenthal

Kristy Turner

James Midyett