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December 10, 2001

VIA UPS OVERNIGHT MAIL

Arizona Corporation Commission
Utilities Division- Docket Control
1200 West Washington
Phoenix, Arizona 85007-2996

Dear Sir or Madam:

Enclosed for filing please find the original and ten (10) copies of *Covad Communications Company's Comments on Qwest Corporation's December 2001 Report on the Status of Change Management Redesign*.

If you have any questions concerning this filing, please contact me at 720-208-3354.

Very truly yours,

Adrienne M. Anderson
Paralegal

Enclosures

Arizona Corporation Commission

DOCKETED

DEC 11 2001

DOCKETED BY

BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK

Chairman

JIM IRVIN

Commissioner

WILLIAM A. MUNDELL

Commissioner

**IN THE MATTER OF THE)
INVESTIGATION INTO)
US WEST COMMUNICATION,) DOCKET NO. T-00000A-97-0238
INC.'S COMPLIANCE WITH)
THE § 271 OF THE)
TELECOMMUNICATIONS ACT)
OF 1996)**

**COVAD COMMUNICATIONS COMPANY'S COMMENTS ON
QWEST CORPORATION'S DECEMBER 2001 REPORT ON THE
STATUS OF CHANGE MANAGEMENT REDESIGN**

Covad Communications Company ("Covad") respectfully submits these Comments on Qwest Corporation's ("Qwest") December 2001 Report on the Status of Change Management Redesign.

I. INTRODUCTION

An effective change management process -- pursuant to which Qwest communicates to CLECs system, process and product changes -- is an integral component of competitors' ability to compete in a meaningful manner with Qwest.¹ In the absence of an adequate change management process, Qwest can impose substantial costs and burdens on competitors by making changes to its products, processes, services and systems without providing CLECs with adequate notice, opportunity to provide

input, testing and documentation.² It is precisely because of concerns about Qwest's ability to hinder and harm competition in the absence of an effective and procedurally sound change management process that the "CMP redesign" effort was undertaken.

Although the CMP redesign effort got off to a solid start, the early progress has petered out. Indeed, far from gaining momentum, the CMP redesign process has been slowed, largely because Qwest appears to be unwilling to address CLEC concerns. Indeed, Qwest has reverted to conduct that caused CLECs to challenge the adequacy of Qwest's change management process in the first place. As it currently stands, therefore, Qwest's "redesigned" change management process and Qwest's compliance therewith demonstrate that Qwest has not established an adequate plan to control change management nor, to the extent agreement has been reached, has Qwest proven that it will comply with the agreed-upon terms of that process.

II. COMMENTS

A. Interim Product/Process Change Management

A critical issue that has yet to be resolved is how to manage Qwest initiated product and process changes. Although the parties tentatively had agreed upon a process in which (1) all Qwest initiated CLEC-affecting changes would be run through the standard CMP change request process; and (2) Qwest-initiated changes that did not alter CLEC operating procedures would be issued with notice and opportunity for comment, it rapidly became evident that, in principle and practice, Qwest is not adhering to this agreement. To the contrary, it is plain that Qwest continues to believe that it may push through whatever changes and charges it wants to impose on CLECs. In other words,

¹ *Verizon Pennsylvania 271 Order*, App. C, ¶ 41.

² *SBC Texas 271 Order*, ¶107.

while Qwest can reject a CLEC CR, CLECs have no such ability and Qwest remains, just as it did before the redesign process began, free to do as it pleases.

A recent example demonstrates the current and extraordinarily serious deficiency in Qwest's change management process. Pursuant to Qwest CR PC 100101-5, Qwest proposes to charge CLECs for trouble isolation charges at an already prescribed rate:

Currently, CLECs are responsible for testing UNEs prior to submitting a trouble report to Qwest. CLECs are to provide test diagnostics including specific evidence that the trouble is in the Qwest Network along with the associated Qwest circuit identification number. If the CLEC elects not to perform the necessary UNE testing, Qwest will offer to do such testing on CLECs' behalf. If such testing is requested by the CLEC, Qwest will perform additional testing and bill the CLEC the appropriate charges that are in their Interconnection Agreement.

If the CLEC does not provide test diagnostics and elects to have Qwest perform additional testing on their behalf, Qwest will not accept the trouble report. Additional charges may apply when the testing determines the trouble is beyond the Loop Demarcation Point. . . .

Eschelon objected to this CR on the basis that it was inconsistent with its interconnection agreement. Allegiance objected on the basis that it left open too many questions about how the new process would be applied. Covad objected on the basis that the terms of the new testing process were inconsistent with the terms and conditions contained in the SGAT. Despite these well-founded objections, Qwest stated that the CR would be implemented as originally scheduled, i.e., December 1, 2001. As a consequence, these three CLECs have escalated the issue, even as Qwest goes ahead with its plans. Attached hereto as Exhibit 1 is the escalation request and associated documentation.

While Covad does not seek a resolution from the Commission on this dispute, it believes that this particular dispute reflects three significant issues that still remain with respect to Qwest's CMP: (1) Qwest's use of CMP to promulgate policies and rates that are inconsistent with the SGAT and interconnection agreements³; (2) Qwest's ability to implement any and all policies and charges it seeks to impose regardless of CLEC objection; and (3) Qwest's unwillingness to address or even respond to well-founded CLEC concerns.

Unless and until the CMP has been redesigned to respond to these three points and Qwest has demonstrated that it will comply therewith, Qwest simply cannot be found to be in compliance with its obligations under Section 271 of the Act.

B. Regulatory CRs

Another highly contentious issue on which no resolution has yet been reached is the designation and prioritization of "regulatory CRs" – that is, changes to product, process or systems mandated by federal or state commission rulings. At the end of October, Qwest issued to CLECs the list of CRs to be prioritized. Notably, nine of those CRs were listed as regulatory CRs and thus bumped to the "head of the line" for completion and implementation. In other words, because Qwest said the CRs were regulatory, all other CLEC CRs were pushed down the prioritization list, thus ensuring that CLEC CRs would not be addressed until much later than the regulatory CRs.

As an initial matter, CLECs objected to "top" prioritization of regulatory CRs, and requested that CLECs be permitted to prioritize all CRs. Recognizing that regulatory CRs often had prescribed deadlines by which Qwest would have to implement changes,

³ Covad is dumbfounded that Qwest would repeat the "sins" of its past by using the CMP to affect policy and rate changes that are inconsistent with IAs and the SGAT, particularly after the numerous hours of

however, CLECs did agree to prioritize those CRs in a manner that would ensure that Qwest could meet the established “date certain.” Qwest refused that good faith offer.

Second, although CLECs requested that Qwest provide documentation supporting the designation of a CR as “regulatory,” Qwest provided only a docket or order reference. At no point was Qwest either willing to or capable of pointing to a specific paragraph, provision or sentence mandating the change that was the subject of each “regulatory” CR. Further, after extensive questioning by CLECs and others, it became evident that the use of the “regulatory” designation had little, if anything, to do with an actual state or federal order or even the definition of a regulatory CR contained in the Master Redlined Draft. To the contrary, the “regulatory” designation served as a useful tool to help Qwest game the CMP system.

Qwest’s abuse of the “regulatory” designation, as well as its refusal to allow CLECs to prioritize all CRs, demonstrates that Qwest is fundamentally unwilling to make the changes necessary for an effective change management process. Qwest cannot be found to be in compliance with its obligations under Section 271 until it corrects its practice and policies relating to regulatory CRs.

C. “CM” Issues Log

From Covad’s perspective, one of the more easily resolved issues that was posed to the redesign team was to establish a method by which Qwest would provide timely and adequate notification to CLECs. (CM-17). Yet, while an interim process was agreed upon, Qwest apparently is unable to live up to its agreements. More specifically, as Eschelon pointed out as recently as December 8, 2001, Qwest issued two “event notifications” that proved “useless” since one notification had nothing attached to it,

often acrimonious debate on precisely this issue.

while the other was sent out after an identified IMA outage already had occurred. Attached hereto as Exhibit 2 is the email communication from Eschelon to Qwest.

Even more egregiously, after Allegiance, Covad and Eschelon has escalated their objection to the Qwest CR on additional testing and associated charges, Qwest's "mailout" notice announcing the changes to several PCATs to reflect the new testing and charge policy stated that "no comments had been received" regarding the CR. Attached hereto as Exhibit 3 is the email regarding the purported lack of comments on the Qwest CR.

Because Qwest is unable to even provide adequate, accurate and timely notification of changes to products, process and systems, its CMP is neither adequate nor compliant with the FCC's requirements for a change management process.

D. Other Concerns About CMP Redesign and the CMP.

Although Qwest attached as Exhibit D to its Status Report the comments of Eschelon Telecom, Inc. and WorldCom, Inc. on the draft Status Report, the copy Qwest attached shows that many of Eschelon's comments have been struck through. Accordingly, Covad attaches hereto as Exhibit 4 Eschelon's comments on the draft Status Report. Covad concurs fully in Eschelon's comment, particularly to the extent that they point out Qwest's unwillingness to respond to CLEC comments and input regarding the redesign process as well as concerns regarding how the CMP currently is operating. Further, Covad concurs fully in AT&T's and WCom's comments on Qwest's December 2001 Report on the Status of Change Management.

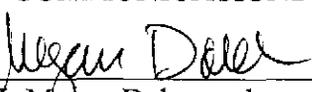
III. CONCLUSION

There are still numerous issues that remain to be resolved in the redesign of Qwest's change management process. Not only do issues remain un-addressed and open, but also issues upon which agreement tentatively was reached appear somewhat meaningless in light of Qwest's unwillingness to adhere to the agreements reached in the redesign meetings. Tellingly, as the process has progressed and Qwest has comprehended how much time and effort it will take to resolve all of these issues, its unwillingness to actually dedicate the time and effort to this process is becoming evident. As it stand right now, however, the proposed and actual operation of Qwest's CMP demonstrates that Qwest is not in compliance with current FCC requirements for an effective change management process.

Dated this 10th day of December, 2001.

Respectfully submitted,

COVAD COMMUNICATIONS COMPANY

By: 
K. Megan Doberneck
Senior Counsel
7901 Lowry Boulevard
Denver, CO 82030
720-208-3636
720-208-3256 (facsimile)
e-mail: mdoberne@covad.com

CERTIFICATE OF SERVICE

I, Adrienne Anderson, hereby certify that an original and ten (10) copies of *Covad Communications Company's Comments on Qwest Corporation's December 2001 Report on the Status of Change Management Redesign*, Docket No. T-00000A-97-0238, were sent via overnight mail on this 10th day of December, 2001, to the following:

Arizona Corporation Commission
Docket Control-Utilities Division
1200 West Washington Street
Phoenix, AZ 85007-2996

and a true and correct copy of *Covad Communications Company's Comments on Qwest Corporation's December 2001 Report on the Status of Change Management Redesign* was served via U.S. Mail this 10th day of December, 2001, on the following:

Hearing Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Maureen Scott
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Matt Rowell
Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

Phil Doherty
545 South Prospect Street, Suite 22
Burlington, VT 05401

W. Hagood Bellinger
5312 Trowbridge Drive
Dunwoody, GA 30338

Charles Steese
Andrew Crain
Qwest Corporation
1801 California Street, Suite 5100
Denver, CO 80202

and a true and correct copy of *Covad Communications Company's Comments on Qwest Corporation's December 2001 Report on the Status of Change Management Redesign* was sent via U.S. Mail and electronic mail; on this 10th day of December, 2001, to the following:

Mark Dioguardi TIFFANY AND BOSCO PA 500 Dial Tower 1850 N. Central Avenue Phoenix, Arizona 85004	Nigel Bates ELECTRIC LIGHTWAVE, INC. 4400 NE 77 th Avenue Vancouver, Washington 98662	Thomas L. Mumaw Jeffrey W. Crockett SNELL & WILMER One Arizona Center Phoenix, Arizona 85004-0001
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<p>Darren S. Weingard Stephen H. Kukta SPRINT COMMUNICATIONS CO 1850 Gateway Dr., 7th Floor San Mateo, CA 94404-2467</p>	<p>Thomas H. Campbell LEWIS & ROCA 40 N. Central Avenue Phoenix, Arizona 85007</p>	<p>Andrew O. Isar TRI 4312 92nd Avenue, N.W. Gig Harbor, Washington 98335</p>
<p>Michael W. Patten Roshka Heyman & Dewulf 400 N. 5th St., Ste. 1000 Phoenix, AZ 85004</p>	<p>Richard M. Rindler Morton J. Posner SWIDER & BERLIN 3000 K Street, N.W. Suite 300 Washington, DC 20007</p>	<p>Charles Kallenbach AMERICAN COMMUNICATIONS SERVICES I 131 National Business Parkway Annapolis Junction, MD 20701</p>
<p>Thomas F. Dixon MCI TELECOMMUNICATIONS CORP 707 17th Street, #3900 Denver, Colorado 80202</p>	<p>Jon Loehman, Managing Director SBC Telecom, Inc. 5800 Northwest Parkway Suite 135, Room 1.S.40 San Antonio, TX 78249</p>	<p>Richard S. Wolters AT&T & TCG 1875 Lawrence Street, Room 1575 Denver, Colorado 80202</p>
<p>Joyce Hundley UNITED STATES DEPARTMENT OF JUSTICE Antitrust Division 1401 H Street NW, Suite 8000 Washington, DC 20530</p>	<p>Joan Burke OSBORN MALEDON 2929 N. Central Avenue, 21st Floor P.O. Box 36379 Phoenix, Arizona 85067-6379</p>	<p>Scott S. Wakefield, Chief Counsel RUCO 2828 N. Central Avenue, Suite 1200 Phoenix, Arizona 85004</p>
<p>Mark J. Trierweiler Vice President Government Affairs AT&T 111 West Monroe St., Suite 1201 Phoenix, Arizona 85004</p>	<p>Daniel Waggoner DAVIS WRIGHT TREMAINE 2600 Century Square 1501 Fourth Avenue Seattle, WA 98101-1688</p>	<p>Alaine Miller NEXTLINK Communications, Inc. 500 108th Avenue NE, Suite 2200 Bellevue, WA 98004</p>
<p>Douglas Hsiao RHYTHM LINKS, INC. 6933 S. Revere Parkway Englewood, CO 80112</p>	<p>Raymond S. Heyman Randall H. Warner ROSHKA HEYMAN & DeWULF Two Arizona Center 400 N. Fifth Street, Suite 1000 Phoenix, Arizona 85004</p>	<p>Diane Bacon, Legislative Director COMMUNICATIONS WORKERS OF AMERICA 5818 North 7th Street, Suite 206 Phoenix, Arizona 85014-5811</p>
<p>Gena Doyscher GLOBAL CROSSING LOCAL SERVICES, INC. 1221 Nicollet Mall Minneapolis, MN 55403-2420</p>	<p>Karen L. Clauson ESCHELON TELECOM, INC. 730 Second Avenue South, Suite 1200 Minneapolis, MN 55402</p>	<p>Mark P. Trnichero Davis, Wright Tremaine 1300 SW Fifth Avenue, Suite 2300 Portland, OR 97201</p>
<p>Robert S. Tanner Davis, Wright Tremaine 17203 N. 42nd Street Phoenix, AZ 85032</p>	<p>Bradley Carroll, Esq. COX ARIZONA TELCOM, L.L.C. 1550 W. Deer Valley Rd. Phoenix, AZ 85027</p>	<p>Mark N. Rogers EXCELL AGENT SERVICES, L.L.C. 2175 W. 14th Street Tempe, AZ 85281</p>
<p>Janet Livengood Regional Vice President Z-Tel Communications, Inc. 601 S. Harbour Island Blvd. Tampa, FL 33602</p>	<p>Jonathan E. Canis Michael B. Hazzard Kelly Drye & Warren L.L.P. 1200 19th Street, NW, 5TH Floor Washington, D.C. 20036</p>	<p>Andrea P. Harris Senior Manager, Regulatory Allegiance Telecom, Inc of Colorado 2101 Webster, Suite 1580 Oakland, CA 94612</p>
<p>Timothy Berg FENNEMORE CRAIG 3003 N. Central Ave., Suite 2600</p>	<p>M. Andrew Andrade, Esq. TESS Communications, Inc. 5261 S. Quebec St. Ste 150</p>	<p>Maureen Arnold Qwest Communications, Inc. 3033 N. Third Street, Room 1010</p>

Phoenix, Arizona 85016	Greenwood Village, CO 80111	Phoenix, Arizona 85012
Dennis D. Ahlers, Sr. Attorney Eschelon Telecom, Inc. 730 Second Ave. South, Ste. 1200 Minneapolis, MN 55402		

Adrienne Judson

EXHIBIT 1

Doberneck, Megan

From: Powers, F. Lynne [flpowers@eschelon.com]
Sent: Wednesday, December 05, 2001 2:35 PM
To: 'Judith Schultz'
Cc: 'Ford, Laura'; 'Jim Maher'; Zulevic, Michael; 'Terry Bahner'; 'Liz Balvin'; 'Tom Dixon'; Doberneck, Megan; 'Evans, Sandy'; Gindlesberger, Larry; 'Hines, LeiLani'; 'Lee, Judy'; 'Littler, Bill'; 'Lees, Marcia'; 'Menezes, Mitch'; 'Osborne-Miller, Donna'; 'Quintana, Becky'; 'Rossi, Matt'; Stichter, Kathleen L.; 'Thiessen, Jim'; 'Travis, Susan'; 'VanMeter, Sharon'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung, Shun (Sam)'; 'Mark Routh'; Clauson, Karen L.
Subject: Escalation regarding Qwest's additional testing CR, #PC100101-5



escalationTesting.doc

Eschelon, Covad, and Allegiance initiate an escalation with respect to Qwest's additional testing CR, #PC100101-5. The completed escalation form is enclosed in Word format. (The web-based format didn't work well for this joint escalation.)

Because this issue has been discussed in re-design, we are copying the re-design participants as well, for their information.

Lynne Powers
Executive Vice President
Eschelon Telecom, Inc.
612-436-6642
flpowers@eschelon.com

Terry Wicks
LEC Account Manager
Allegiance Telecom, Inc
469-259-4438
terry.wicks@algx.com

Michael Zulevic
Director-Technical/Regulatory Support
Covad Network Planning and Capacity Mgmt.
520-575-2776
mzulevic@Covad.COM

> <<escalationTesting.doc>>
>

CMP Escalations and Dispute Submittal Form
Items marked by a red asterisk (*) are required.

*** CLEC Company Name:**

This escalation is submitted jointly by:

Eschelon Telecom, Inc.
Covad Communications
Allegiance Telecom Inc.

Referred to jointly as "CLECs."

*** Action Type:**

- select an action type -

Escalation

Entering a change request number is optional, but you are required to select a status (select "no change request number" if you choose not to enter a number).

Change Request Number:

CR #PC100101-5

Change Request Status:

- select one - no change request number Submitted Clarification/Evaluation
Presented Implementation CLEC Test Completed

CLECs believe that the appropriate status is "Denied" by CLECs. Qwest has listed the status as "Development."

NOTE: (Status choices on web need to be revised to include "denied" and "development.")

*** Description:**

Qwest provided this description of the CR: "Currently, CLECs' are responsible for testing UNE's prior to submitting a trouble report to Qwest. CLECs' are to provide test diagnostics including specific evidence that the trouble is in the Qwest Network along with the associated Qwest circuit identification number. If the CLEC elects not to perform the necessary UNE testing, Qwest will offer to do such testing on CLECs' behalf. If such testing is requested by the CLEC, Qwest will perform the additional testing and bill the CLEC the appropriate charges that are in their Interconnection agreement.

If the CLEC does not provide test diagnostics and elects not to have Qwest perform additional testing on their behalf, Qwest will not accept a trouble report. Additional

Charges may apply when the testing determines the trouble is beyond the Loop Demarcation Point This additional testing option is available on the Unbundled Loop Product Suite, Unbundled Dedicated Transport (UDIT), Enhanced Extended Loop (EEL) and Loop Mux."

*** History of Item:**

Qwest provides the following status history in its Interactive Report (*see* http://www.qwest.com/wholesale/downloads/2001/011203/CLEC_CMP_ProductProcess_Interactive_Report.PDF):

“10/01/01 - CR received by Deb Smith of Qwest
10/01/01 - CR status changed to Submitted
10/01/01 - Updated CR sent to Deb Smith
10/17/01 - CMP Meeting: Qwest presented "Description of Change" and agreed to provide detailed package for CLEC review.
Walk through meeting to be scheduled by Qwest in the late October/early November 2001 time frame.
10/31/01 - CR presented to the participating CLECs at the Redesign Session. CLECs to provide comments.
11/08/01 - Qwest Notification (Document No. PROD.11.08.R.00197.Mtce&Repair Language; Subject: Update to Product Information on Maintenance and Repair Language within EEL, UDIT, LMC and Unbundled Loop General) transmitted to CLEC”

Eschelon provided Qwest with the following summary on 12/3/01:

“ We have objected to this CR on several occasions. Other CLECs have objected as well. Terry Wicks of Allegiance has said that, at a minimum, there are too many unanswered questions at this time to implement it. There is no acceptance or consensus from CLECs. (Eschelon does not believe that rates can be established through a CR.) Yet, Qwest has said that it would implement the CR on December 1st. While we can continue to deal with the process issues raised by this approach in Re-Design, today is December 3rd, so we need to know ASAP that this particular CR has not been implemented (or, if implemented, in which states). Qwest does not have the authority to implement the rates in this CR in all states and circumstances described or to refuse trouble tickets, at least as to Eschelon (and others that have opted in to the same AT&T/WCOM contracts). Because it appears that Qwest plans to show the charges on the bill as "miscellaneous" charges, the charges will be difficult, if not impossible, to identify. We need to ensure that no unauthorized charges are placed on our bill. **Please let us know what activities were taken pursuant to this CR and what steps have been taken to ensure that unauthorized charges will not appear on our bill.**

As we discussed, Qwest did not provide citations to any interconnection agreements in its CR. Terry Wicks said at last week's re-design meeting that, when Qwest presented its CR at the CMP meeting, he asked whether Qwest had reviewed all contracts to be sure that all interconnection agreements required the process and rates in

the CR. Terry said that Qwest said it had done so. Eschelon asked Qwest to provide the citations to all of its contracts upon which Qwest relied for its CR. At a later meeting, Qwest agreed to do so. Qwest was later able to provide citations to interconnection agreements for only 3 of the 6 states in which Eschelon has switches (*see* email, copied at end of this email, from Dennis Pappas of Qwest). The rates cited are from the collocation sections of the rate attachments, and it is at least unclear that these rates were intended to apply to this situation. Moreover, the cited interconnection agreement language refers to a trouble isolation charge. It appears that Qwest plans to charge a testing charge, in addition to a trouble isolation charge, in some circumstances. For a fourth contract (Colorado), Qwest provided a citation to language but said "the rates were not noted in your ICA." (*See* email copied below.) Qwest provided no language or rates for MN or OR. Although the CR specifically states that Qwest will "bill the CLEC the appropriate charges that are in their Interconnection agreement," Qwest said on telephone and conference calls that it plans to charge CLECs retail or SGAT rates when a rate is not in the interconnection agreement. (Qwest's rates and basis for charging rates should be formally documented and not gathered from telephone conversations.) Qwest has provided no basis for charging Eschelon retail or SGAT rates, nor does Eschelon agree that those rates apply to Eschelon (which has not opted in to an SGAT). Moreover, Eschelon also provides testing in similar circumstances, and Qwest has not indicated that it intends to pay Eschelon for that testing. If Qwest can charge this rate, Eschelon should also be able to charge Qwest, particularly when Eschelon has to dispatch a technician to prove to Qwest that the trouble is in Qwest's network. Nonetheless, Dennis Pappas of Qwest has said that Qwest will not pay CLECs for providing the same services. Eschelon disagrees.

As Eschelon has previously indicated to Qwest, for the three interconnection agreements for which Qwest provided citation to language and rates (AZ, UT, WA), Eschelon does not agree that the language necessarily applies in the way that Qwest plans to implement it. For example, none of the contract language states that Qwest may refuse to accept a trouble ticket without test results, but Qwest's CR says that it will do so (and, in fact, Qwest has already started doing so, according to participants at the re-design meeting). The number of questions that CLECs have raised in meetings and conference calls is a reasonable indication that the documentation provided by Qwest to date is inadequate. Also, if Qwest is applying the testing process and charges consistently with interconnection agreements (and only when authorized by interconnection agreements, it is unclear why a CR was necessary. What is the "change" that Qwest is requesting?

At last week's re-design meeting, Michael Zulevic of Covad said that the CR is also not consistent with the SGAT language on this issue. I am not familiar with that issue, so I suggested to you on a break that you should follow up with him on that. Eschelon has not opted in to the SGAT.

As we have discussed with Qwest, Eschelon already performs testing. While it plans to continue doing so, its greatest objections to this CR are the rates, the manner in which Qwest plans to show the information on the bill (which is not specific enough for verification of charges), and the way this CR/process has been handled. Eschelon does not want it to set a precedent suggesting that this is acceptable going forward.

Many issues remain disputed, unanswered, or unclear. The interconnection agreement language cited by Qwest specifically requires the parties to work

"cooperatively." As we discussed at the re-design meeting, the process used for collocation decommissioning has aspects that could be used as a model in the future for cooperatively reaching agreement. In the meantime, however, Eschelon's immediate concern is ensuring that this CR is not implemented inappropriately. Please let me know what Qwest has in place today and, if this CR has not been suspended, whether it will be.

EMAIL FROM DENNIS PAPPAS OF QWEST:

[NOTE: Dennis called Garth Morrisette of Eschelon to indicate that the "critical sentence," referred to below, was that Qwest is relying upon tariffs for the rates not found in the contracts. On separate calls, Qwest has said that, if there is no rate in the interconnection agreement, Qwest will charge the SGAT rate. Eschelon has not opted in to the SGAT.

With respect to the citations to language below (except rates), the cites below are from Attachment 5 to the interconnection agreements."]

-----Original Message-----

From: Dennis Pappas
Sent: Wednesday, November 14, 2001 3:55 PM
To: Morrisette, Garth M.
Subject: Re: Optional Testing Response

Call me at your convenience, there is a critical sentence that I left out that I need to clarify. Thanks!

"Morrisette, Garth M." wrote:

Thanks Dennis - I'll review this and call you or our account team if I have questions.

Garth.

-----Original Message-----

From: Dennis Pappas
Sent: Wednesday, November 14, 2001 2:19 PM
To: gmmorrisette
Subject: Optional Testing Response

Good afternoon Garth

Just a recap for you. The language mentioned during our meeting was in AZ, UT and WA. In all three agreements, 3.2.17 spoke to responsibility for trouble resolution and 6.2.20.1.1 speaks to the billing of charges depending on where the trouble was isolated.

In CO, the language is in sections 5.1.17, 5.1.25 and 5.2.20.

The rates associated with these sections in AZ is in schedule 1 - attachment 1 under Common elements. Maintenance 1/2 hour increments - Regular is \$22.20 for each 1/2 hour and Overtime is \$31.57 for each ½ hour.

Rates in the UT and WA agreement are noted as "Maintenance Labor" and are - Basic \$26.97 / Overtime \$35.87 in UT and Basic \$25.36 / Overtime \$33.73 in WA.

Language existed in CO but the rates were not noted in your ICA. In this instance, we referenced the Tariff to get rates for Basic, Overtime and Premium "Additional Labor other" of \$28.91, \$38.61 and \$48.33 respectively.

Call me with any questions or contact your Account Team representative for additional details. Thank You

Dennis Pappas - Product Manager”

Allegiance provided the following information on 12/3/01:

“Allegiance Telecom has strong concerns regarding Qwest's implementation of the Additional Testing CR and insists that Qwest suspend implementation of Additional Testing charges until Qwest demonstrates the needs for such charges and terms, rates, and conditions for Additional Testing are mutually agreed to by both parties. As Terry Wicks has been stating in the CMP meetings, Allegiance is concerned about numerous unanswered questions concerning the Additional Testing CR, including the rates that Qwest is proposing to charge and the manner in which those rates would be included on an invoice. Since Qwest has not adequately responded to Allegiance's and other CLEC's repeated requests for clarification of this process, Allegiance requests that this CR be immediately suspended and that Qwest clarify the terms, rates and conditions it is proposing for such testing.

It is Allegiance's position that rates must be contained in an effective tariff or an interconnection agreement. Thus, until such time as Qwest has clearly articulated the terms, rates and conditions for Additional Testing and our companies have concluded an amendment or Qwest has an effective tariff, Allegiance can not be held liable for any charges for Additional Testing.”

Covad provided the following information to Qwest on 12/4/01:

“I could not agree more strongly with Karen on the issue of additional testing. As I stated at last week's meetings, not only does Covad find the proposal made by Dennis Pappas and Bill Campbell unacceptable, but it is also inconsistent with the language negotiated during the SGAT 271 workshops. This is exactly the kind of unilateral action historically taken by Qwest that has led to the need to redesign the Change Management Process. It was my understanding that the proposal was being tabled and re-thought and that Qwest would seek agreement with CLECs through the

Change Management Process prior to implementation. I sincerely hope this is still Qwest's plan."

*** Reason for Escalation / Dispute:**

Qwest has denied the request of CLECs to suspend the CR at least while clarifying the unanswered questions and attempting to gain consensus when possible. Implementation of the CR violates interconnection agreements with CLECs. Many questions remain unanswered. Escalation is urgent, because Qwest has already implemented the CR over CLECs' objections. With so many unanswered questions, CLECs cannot even determine exactly what has been implemented and whether their individual interconnection agreements are being handled differently. Also, because of the manner in which Qwest is handling the billing of the charges per this CR, bill verification is difficult if not impossible.

CLECs believe that Qwest should be the party responsible for initiating an escalation in this case, because Qwest did not clarify the process and was unable to gain CLEC consensus or approval before implementing its CR. Because Qwest has not initiated the escalation, however, CLECs initiate this escalation.

*** Business Need and Impact:**

For all of the reasons stated above and in meetings and conference calls on this issue, the business need/impact associated with this CR is substantial. This is particularly true because of the potential precedent set by this CR for the handling of future CRs and implementation of rates.

*** Desired CLEC Resolution:**

Suspend implementation of Qwest-initiated CR #PC100101-5 (process and rates).

Review any steps that Qwest has taken to make system changes, train people, or otherwise implement this CR universally at Qwest to ensure compliance with particular interconnection agreements (*e.g.*, interconnection agreements with Eschelon, Covad, and Allegiance in each state). This includes re-training, etc., as to the differences among various interconnection agreements, as well as difference from the SGAT. (Eschelon, Covad, and Allegiance each has an interconnection agreement with Qwest, and none of these CLECs has opted into the SGAT.)

Provide documentation showing that Qwest has trained its personnel and taken other steps to ensure compliance with individual interconnection agreements, including differences in those agreements as compared with the SGAT.

Begin a collaborative effort (similar to that used for collocation decommissioning) to develop an improved process and, when possible, gain consensus before implementation.

Ensure that part of the process is to provide accurate bills that reflect interconnection agreement rates and provide sufficient information for bill verification. If no consensus can be reached, Qwest should then be responsible for escalation before implementation.

Ensure reciprocity so that CLECs may recover their costs in the same circumstances in which Qwest is allowed to recover its costs for such testing.

CLEC Contact Information

Allegiance:

Terry Wicks
LEC Account Manager
Allegiance Telecom, Inc
469-259-4438
terry.wicks@algx.com

Covad:

Michael Zulevic
Director-Technical/Regulatory Support
Covad Network Planning and Capacity Mgmt.
520-575-2776
mzulevic@Covad.COM

Eschelon:

Lynne Powers
Executive Vice President
Eschelon Telecom, Inc.
612-436-6642
flpowers@eschelon.com

Doberneck, Megan

From: Clauson, Karen L. [klclauson@eschelon.com]
Sent: Wednesday, December 05, 2001 8:06 AM
To: Judith Schultz
Cc: Ford, Laura; 'Jim Maher'; Zulevic, Michael; 'Terry Bahner'; 'Liz Balvin'; 'Tom Dixon'; Doberneck, Megan; 'Evans, Sandy'; Gindlesberger, Larry; 'Hines, Leilani'; 'Lee, Judy'; 'Littler, Bill'; 'Lees, Marcia'; 'Menezes, Mitch'; 'Osborne-Miller, Donna'; Powers, F. Lynne; 'Quintana, Becky'; 'Rossi, Matt'; Stichter, Kathleen L.; 'Thiessen, Jim'; 'Travis, Susan'; 'VanMeter, Sharon'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung, Shun (Sam)'; Mark Routh
Subject: RE: additional testing: status -- response

Judy and Laura:

We appreciate your response. Qwest has stated, on the record, that the interconnection agreement controls over CMP. Regardless of Qwest's position on the CR (see below) or any escalation, Eschelon's interconnection agreement controls at this time. For example, Qwest has admitted that it can find no language or rates on this issue in Eschelon's Minnesota and Oregon contracts and is relying on retail tariffs in some other states for rates. Any steps that Qwest has taken to implement the CR in these states will breach those contracts. As you know, Eschelon disagrees with Qwest's reading of the contract in the other states as well and believes the same situation exists in those states. If Qwest has taken steps to make system changes, train people, or otherwise implement this CR universally at Qwest, Qwest needs to review those steps (and re-issue training, if not covered) to ensure compliance with particular interconnection agreements. We will ask, in our escalation, for Qwest to provide documentation showing that Qwest is doing so. We will also ask, in the escalation, that Qwest reconsider its position and instead adopt the cooperative approach, using the collocation decommissioning model, that we discussed at the last re-design meeting.

Terry and Michael: Please let me know if Allegiance and Covad would like to join in the escalation.

Thanks,
Karen (612-436-6026)

> -----Original Message-----

> From: Judith Schultz [SMTP:jmschu4@qwest.com]
> Sent: Tuesday, December 04, 2001 7:13 PM
> To: Clauson, Karen L.
> Subject: RE: additional testing: status -- response?

>
> Karen,
>
> Qwest's position is that this CR is not suspended. If you intend to
> escalate this issue, please complete the escalation template located
> at
> http://www.qwest.com/wholesale/cmp/escalations_dispute.html in
> accordance
> with our CMP Escalation process. Thank you.

>
> Judy
>
>
>
>
> "Clauson, Karen L." <klclauson@eschelon.com> on 12/04/2001 12:27:12 PM
>
> To: Mark Routh <mrouth@qwest.com>
> cc: "Ford, Laura" <fordl@perkinscoie.com>, jmschu4@uswest.com, "'Jim
> Maher'" <jxmaher@qwest.com>, "'mzulevic@covad.com'"
> <mzulevic@covad.com>, "'Terry Bahner'" <tbahner@att.com>, "'Liz
> Balvin'" <Liz.Balvin@wcom.com>, "'Tom Dixon'"
> <Thomas.F.Dixon@wcom.com>, "'Megan Doberneck'"
> <mdoberne@covad.com>, "'Evans, Sandy'"
> <sandra.k.evans@mail.sprint.com>, "'Gindlesberger, Larry'"
> <lgindles@covad.com>, "'Hines, LeiLani'"
> <LeiLani.Jean.Hines@wcom.com>, "'Lee, Judy'"
<soytofu@pacbell.net>,
> "'Littler, Bill'" <blittler@integratelecom.com>, "'Lees,
Marcia'"
> <marcia.lees@sbcb.com>, "'Menezes, Mitch'" <mmenezes@att.com>,
> "'Osborne-Miller, Donna'" <dosborne@att.com>, "Powers, F. Lynne"
> <flpowers@eschelon.com>, "'Quintana, Becky'"
> <becky.quintana@dora.state.co.us>, "'Rossi, Matt'"
> <mrossi@qwest.com>, "Stichter, Kathleen L."
> <klstichter@eschelon.com>, "'Thiessen, Jim'"
> <jthiessen@avistacom.net>, "'Travis, Susan'"
> <susan.a.travis@wcom.com>, "'VanMeter, Sharon'"
<svanmeter@att.com>,
> "'Wicks, Terry'" <terry.wicks@algx.com>, "'Woodcock, Beth'"
> <woode@perkinscoie.com>, "'Yeung, Shun (Sam)'"
<qwestosscm@kpmg.com>
>
> Subject: RE: additional testing: status -- response?
>
>
> While we appreciate this information on the web page (see my
> separate email), we really need a response to the questions below.
> Specifically, what is the status of this CR and are the rates
effective or
> suspended? Will Qwest respond today?
>
> > -----Original Message-----
> > From: Mark Routh [SMTP:mrouth@qwest.com]
> > Sent: Tuesday, December 04, 2001 8:06 AM
> > To: Clauson, Karen L.
> > Cc: Ford, Laura; jmschu4@uswest.com; 'Jim Maher';
> > 'mzulevic@covad.com';
> > 'Terry Bahner'; 'Liz Balvin'; 'Tom Dixon'; 'Megan Doberneck';
'Evans,
> > Sandy'; 'Gindlesberger, Larry'; 'Hines, LeiLani'; 'Lee, Judy';
'Littler,
> > Bill'; 'Lees, Marcia'; 'Menezes, Mitch'; 'Osborne-Miller, Donna';
> Powers,
> > F. Lynne; 'Quintana, Becky'; 'Rossi, Matt'; Stichter, Kathleen L.;
> > 'Thiessen, Jim'; 'Travis, Susan'; 'VanMeter, Sharon'; 'Wicks,
Terry';
> > 'Woodcock, Beth'; 'Yeung, Shun (Sam)'
> > Subject: Re: additional testing: status
> >
> > Karen,
> >
> > All of the Qwest and CLEC CRs can be found on the web at :
> > <<http://www.qwest.com/wholesale/cmp/changerequest.html>>
> > The Product and Process CRs are under the link that is labeled: CLEC
> > Change Request - Product/Process Interactive Reports and the System

CRs
> > are under the link labeled: CLEC Change Request - Systems
Interactive
> > Reports
> >
> > Have a Nice Day.
> >
> > Mark
> >
> > "Clauson, Karen L." wrote:
> >
> > Laura:
> > During the re-design meeting last week, you indicated
that
> > you would
> > check on the status of Qwest's additional testing CR,
#PC100101-5,
> > and
> > whether its implementation has been suspended. If not, Lynne
Powers
> > asks
> > that you please escalate this issue immediately. We need a
status
> > update
> > today, because Qwest had said it would implement the CR as of
> > December 1st.
> > Qwest's CRs are not on the web, and I don't recall ever
> > seeing an
> > official CR form on this issue. But, the language we were
provided
> > states:
> >
> > "Currently, CLECs' are responsible for testing UNE's
prior
> > to
> > submitting a trouble report to Qwest. CLECs' are to provide test
> > diagnostics including specific evidence that the trouble is in
the
> > Qwest
> > Network along with the associated Qwest circuit identification
> > number. If
> > the CLEC elects not to perform the necessary UNE testing, Qwest
will
> > offer
> > to do such testing on CLECs' behalf. If such testing is
requested
> > by the
> > CLEC, Qwest will perform the additional testing and bill the CLEC
> > the
> > appropriate charges that are in their Interconnection agreement.
> > If the CLEC does not provide test diagnostics and elects
> > not to
> > have Qwest perform additional testing on their behalf, Qwest will
> > not accept
> > a trouble report. Additional Charges may apply when the testing
> > determines
> > the trouble is beyond the Loop Demarcation Point This additional
> > testing
> > option is available on the Unbundled Loop Product Suite,
Unbundled
> > Dedicated
> > Transport (UDIT), Enhanced Extended Loop (EEL) and Loop Mux."
> >
> > We have objected to this CR on several occasions. Other
> > CLECs have
> > objected as well. Terry Wicks of Allegiance has said that, at a
> > minimum,

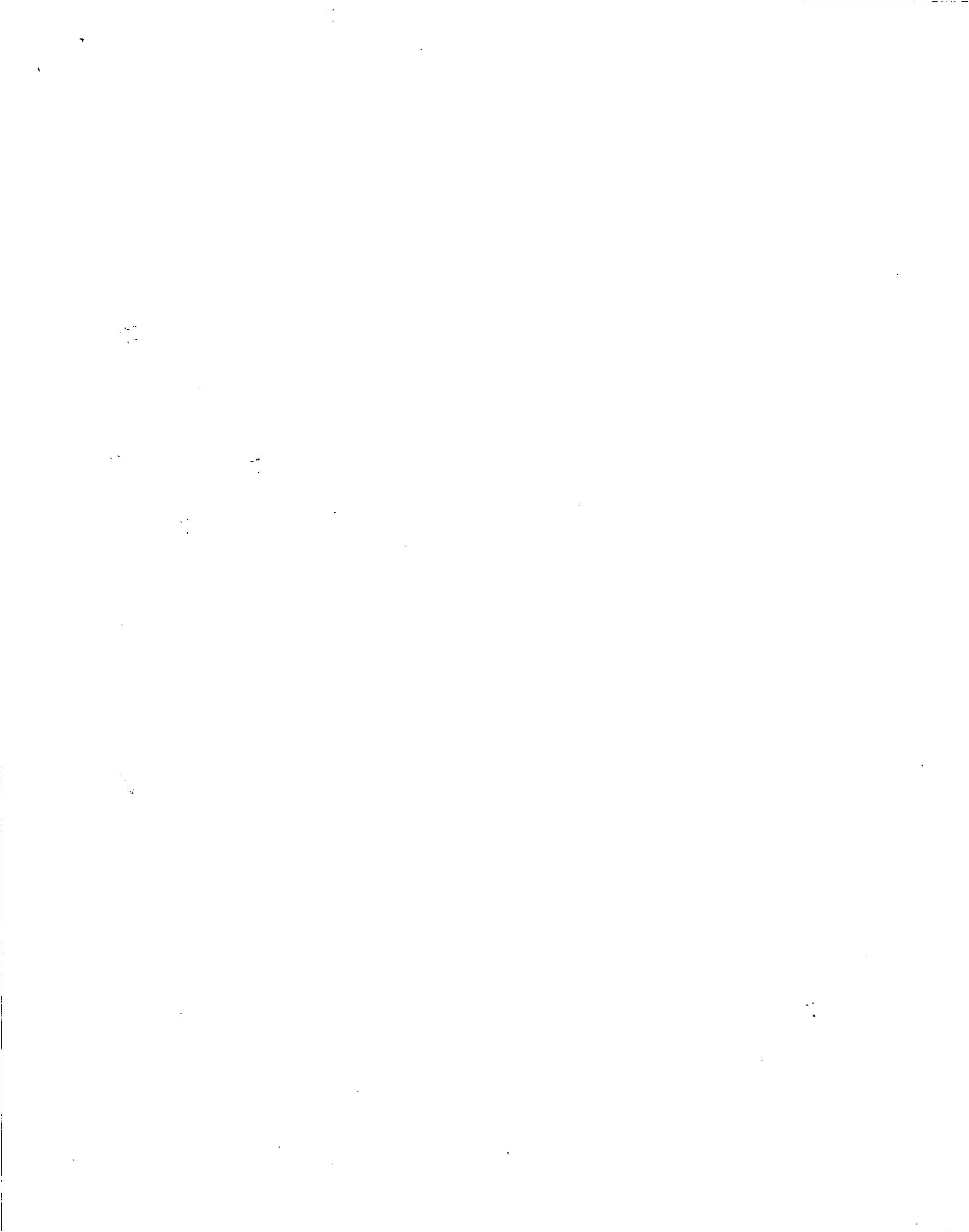
> > there are too many unanswered questions at this time to implement
> > it. There
> > is no acceptance or consensus from CLECs. (Eschelon does not
> > believe that
> > rates can be established through a CR.) Yet, Qwest has said that
it
> > would
> > implement the CR on December 1st. While we can continue to deal
> > with the
> > process issues raised by this approach in Re-Design, today is
> > December 3rd,
> > so we need to know ASAP that this particular CR has not been
> > implemented
> > (or, if implemented, in which states). Qwest does not have the
> > authority to
> > implement the rates in this CR in all states and circumstances
> > described or
> > to refuse trouble tickets, at least as to Eschelon (and others
that
> > have
> > opted in to the same AT&T/WCOM contracts). Because it appears
that
> > Qwest
> > plans to show the charges on the bill as "miscellaneous" charges,
> > the
> > charges will be difficult, if not impossible, to identify. We
need
> > to
> > ensure that no unauthorized charges are placed on our bill.
Please
> > let us
> > know what activities were taken pursuant to this CR and what
steps
> > have been
> > taken to ensure that unauthorized charges will not appear on our
> > bill.
> > As we discussed, Qwest did not provide citations to any
> > interconnection agreements in its CR. Terry Wicks said at last
> > week's
> > re-design meeting that, when Qwest presented its CR at the CMP
> > meeting, he
> > asked whether Qwest had reviewed all contracts to be sure that
all
> > interconnection agreements required the process and rates in the
CR.
> > Terry
> > said that Qwest said it had done so. Eschelon asked Qwest to
> > provide the
> > citations to all of its contracts upon which Qwest relied for its
> > CR. At a
> > later meeting, Qwest agreed to do so. Qwest was later able to
> > provide
> > citations to interconnection agreements for only 3 of the 6
states
> > in which
> > Eschelon has switches (see email, copied at end of this email,
from
> > Dennis
> > Pappas of Qwest). The rates cited are from the collocation
sections
> > of the
> > rate attachments, and it is at least unclear that these rates
were
> > intended
> > to apply to this situation. Moreover, the cited interconnection
> > agreement
> > language refers to a trouble isolation charge. It appears that

> > Qwest plans
> > to charge a testing charge, in addition to a trouble isolation
> > charge, in
> > some circumstances. For a fourth contract (Colorado), Qwest
> > provided a
> > citation to language but said "the rates were not noted in your
> > ICA." (See
> > email copied below.) Qwest provided no language or rates for MN
or
> > OR.
> > Although the CR specifically states that Qwest will "bill the
CLEC
> > the
> > appropriate charges that are in their Interconnection agreement,"
> > Qwest said
> > on telephone and conference calls that it plans to charge CLECs
> > retail or
> > SGAT rates when a rate is not in the interconnection agreement.
> > (Qwest's
> > rates and basis for charging rates should be formally documented
and
> > not
> > gathered from telephone conversations.) Qwest has provided no
basis
> > for
> > charging Eschelon retail or SGAT rates, nor does Eschelon agree
that
> > those
> > rates apply to Eschelon (which has not opted in to an SGAT).
> > Moreover,
> > Eschelon also provides testing in similar circumstances, and
Qwest
> > has not
> > indicated that it intends to pay Eschelon for that testing. If
> > Qwest can
> > charge this rate, Eschelon should also be able to charge Qwest,
> > particularly
> > when Eschelon has to dispatch a technician to prove to Qwest that
> > the
> > trouble is in Qwest's network. Nonetheless, Dennis Pappas of
Qwest
> > has said
> > that Qwest will not pay CLECs for providing the same services.
> > Eschelon
> > disagrees.
> > As Eschelon has previously indicated to Qwest, for the
three
> >
> > interconnection agreements for which Qwest provided citation to
> > language and
> > rates (AZ, UT, WA), Eschelon does not agree that the language
> > necessarily
> > applies in the way that Qwest plans to implement it. For
example,
> > none of
> > the contract language states that Qwest may refuse to accept a
> > trouble
> > ticket without test results, but Qwest's CR says that it will do
so
> > (and, in
> > fact, Qwest has already started doing so, according to
participants
> > at the
> > re-design meeting). The number of questions that CLECs have
raised
> > in
> > meetings and conference calls is a reasonable indication that the

> > documentation provided by Qwest to date is inadequate. Also, if
> > Qwest is
> > applying the testing process and charges consistently with
> > interconnection
> > agreements (and only when authorized by interconnection
agreements,
> > it is
> > unclear why a CR was necessary. What is the "change" that Qwest
is
> > requesting?
> > At last week's re-design meeting, Michael Zulevic of
Covad
> > said that
> > the CR is also not consistent with the SGAT language on this
issue.
> > I am
> > not familiar with that issue, so I suggested to you on a break
that
> > you
> > should follow up with him on that. Eschelon has not opted in to
the
> > SGAT.
> > As we have discussed with Qwest, Eschelon already
performs
> > testing.
> > While it plans to continue doing so, its greatest objections to
this
> > CR are
> > the rates, the manner in which Qwest plans to show the
information
> > on the
> > bill (which is not specific enough for verification of charges),
and
> > the way
> > this CR/process has been handled. Eschelon does not want it to
set
> > a
> > precedent suggesting that this is acceptable going forward.
> > Many issues remain disputed, unanswered, or unclear. The
> > interconnection agreement language cited by Qwest specifically
> > requires the
> > parties to work "cooperatively." As we discussed at the
re-design
> > meeting,
> > the process used for collocation decommissioning has aspects that
> > could be
> > used as a model in the future for cooperatively reaching
agreement.
> > In the
> > meantime, however, Eschelon's immediate concern is ensuring that
> > this CR is
> > not implemented inappropriately. Please let me know what Qwest
has
> > in place
> > today and, if this CR has not been suspended, whether it will be.
> >
> > Karen L. Clauson
> > Director of Interconnection
> > Eschelon Telecom, Inc.
> > 730 2nd Ave. South, Suite 1200
> > Minneapolis, MN 55402
> > Phone: 612-436-6026
> > Fax: 612-436-6126
> >
> > EMAIL FROM DENNIS PAPPAS OF QWEST:
> >
> > [NOTE: Dennis called Garth Morrisette of Eschelon to indicate

that
> > the
> > "critical sentence," referred to below, was that Qwest is relying
> > upon
> > tariffs for the rates not found in the contracts. On separate
> > calls, Qwest
> > has said that, if there is no rate in the interconnection
agreement,
> > Qwest
> > will charge the SGAT rate. Eschelon has not opted in to the
SGAT.
> > With respect to the citations to language below (except
> > rates), the
> > cites below are from Attachment 5 to the interconnection
> > agreements."]
> >
> > -----Original Message-----
> > From: Dennis Pappas [SMTP:dpappas@qwest.com]
> > Sent: Wednesday, November 14, 2001 3:55 PM
> > To: Morrisette, Garth M.
> > Subject: Re: Optional Testing Response
> >
> > Call me at your convience, there is a critical sentence
that
> > I left
> > out that I
> > need to clarify. Thanks!
> >
> > "Morrisette, Garth M." wrote:
> >
> > > Thanks Dennis - I'll review this and call you or our
> > account team
> > if I have
> > > questions.
> > >
> > > Garth.
> > >
> > > -----Original Message-----
> > > From: Dennis Pappas [SMTP:dpappas@qwest.com]
> > > Sent: Wednesday, November 14, 2001 2:19 PM
> > > To: gmmorrisette@eschelon.com
> > > Subject: Optional Testing Response
> > >
> > > > Good afternoon Garth
> > > >
> > > > Just a recap for you. The language mentioned during
our
> > meeting
> > was in
> > > > AZ, UT and WA. In all three agreements, 3.2.17 spoke
to
> >
> > responsibility
> > > > for trouble resolution and 6.2.20.1.1 speaks to the
> > billing of
> > charges
> > > > depending on where the trouble was isolated.
> > > >
> > > > In CO, the language is in sections 5.1.17, 5.1.25 and
> > 5.2.20.
> > > >
> > > > The rates associated with these sections in AZ is in
> > schedule 1
> > -
> > > > attachment 1 under Common elements. Maintenance 1/2
> > hour
> > increments -

> > Regular is \$22.20 for each 1/2 hour and Overtime is
> > \$31.57 for
> > each 1/2
> > hour.
> >
> > Rates in the UT and WA agreement are noted as
> > "Maintenance
> > Labor" and
> > are - Basic \$26.97 / Overtime \$35.87 in UT and Basic
> > \$25.36 /
> > Overtime
> > \$33.73 in WA.
> >
> > Language existed in CO but the rates were not noted
in
> > your ICA.
> > In
> > this instance, we referenced the Tariff to get rates
for
> > Basic,
> > Overtime
> > and Premium "Additional Labor other" of \$28.91,
\$38.61
> > and
> > \$48.33
> > respectively.
> >
> > Call me with any questions or contact your Account
Team
> > representative
> > for additional details. Thank You
> >
> > Dennis Pappas - Product Manager
> >
>
>



Doberneck, Megan

From: Clauson, Karen L. [klclauson@eschelon.com]
Sent: Monday, December 03, 2001 11:00 AM
To: Ford, Laura
Cc: jmschu4@uswest.com; Mark Routh; 'Jim Maher'; Zulevic, Michael; 'Terry Bahner'; 'Liz Balvin'; 'Tom Dixon'; Doberneck, Megan; 'Evans, Sandy'; Gindlesberger, Larry; 'Hines, LeiLani'; 'Lee, Judy'; 'Littler, Bill'; 'Lees, Marcia'; 'Menezes, Mitch'; 'Osborne-Miller, Donna'; Powers, F. Lynne; 'Quintana, Becky'; 'Rossi, Matt'; Stichter, Kathleen L.; 'Thiessen, Jim'; 'Travis, Susan'; 'VanMeter, Sharon'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung, Shun (Sam)'; Zulevic, Michael
Subject: additional testing: status

Laura:

During the re-design meeting last week, you indicated that you would check on the status of Qwest's additional testing CR, #PC100101-5, and whether its implementation has been suspended. If not, Lynne Powers asks that you please escalate this issue immediately. We need a status update today, because Qwest had said it would implement the CR as of December 1st.

Qwest's CRs are not on the web, and I don't recall ever seeing an official CR form on this issue. But, the language we were provided states:

"Currently, CLECs' are responsible for testing UNE's prior to submitting a trouble report to Qwest. CLECs' are to provide test diagnostics including specific evidence that the trouble is in the Qwest Network along with the associated Qwest circuit identification number.

If the CLEC elects not to perform the necessary UNE testing, Qwest will offer to do such testing on CLECs' behalf. If such testing is requested by the CLEC, Qwest will perform the additional testing and bill the CLEC the appropriate charges that are in their Interconnection agreement.

If the CLEC does not provide test diagnostics and elects not to have Qwest perform additional testing on their behalf, Qwest will not accept a trouble report. Additional Charges may apply when the testing determines the trouble is beyond the Loop Demarcation Point This additional testing option is available on the Unbundled Loop Product Suite, Unbundled Dedicated Transport (UDIT), Enhanced Extended Loop (EEL) and Loop Mux."

We have objected to this CR on several occasions. Other CLECs have objected as well. Terry Wicks of Allegiance has said that, at a minimum, there are too many unanswered questions at this time to implement it. There is no acceptance or consensus from CLECs. (Eschelon does not believe that rates can be established through a CR.) Yet, Qwest has said that it would implement the CR on December 1st. While we can continue to deal with the process issues raised by this approach in Re-Design, today is December 3rd, so we need to know ASAP that this particular CR has not been implemented (or, if implemented, in which states). Qwest does not have the

authority to implement the rates in this CR in all states and circumstances described or to refuse trouble tickets, at least as to Eschelon (and others that have opted in to the same AT&T/WCOM contracts). Because it appears that Qwest plans to show the charges on the bill as "miscellaneous" charges, the charges will be difficult, if not impossible, to identify. We need to ensure that no unauthorized charges are placed on our bill. Please let us know what activities were taken pursuant to this CR and what steps have been taken to ensure that unauthorized charges will not appear on our bill.

As we discussed, Qwest did not provide citations to any interconnection agreements in its CR. Terry Wicks said at last week's re-design meeting that, when Qwest presented its CR at the CMP meeting, he asked whether Qwest had reviewed all contracts to be sure that all interconnection agreements required the process and rates in the CR. Terry said that Qwest said it had done so. Eschelon asked Qwest to provide the citations to all of its contracts upon which Qwest relied for its CR. At a later meeting, Qwest agreed to do so. Qwest was later able to provide citations to interconnection agreements for only 3 of the 6 states in which Eschelon has switches (see email, copied at end of this email, from Dennis Pappas of Qwest). The rates cited are from the collocation sections of the rate attachments, and it is at least unclear that these rates were intended to apply to this situation. Moreover, the cited interconnection agreement language refers to a trouble isolation charge. It appears that Qwest plans to charge a testing charge, in addition to a trouble isolation charge, in some circumstances. For a fourth contract (Colorado), Qwest provided a citation to language but said "the rates were not noted in your ICA." (See email copied below.) Qwest provided no language or rates for MN or OR. Although the CR specifically states that Qwest will "bill the CLEC the appropriate charges that are in their Interconnection agreement," Qwest said on telephone and conference calls that it plans to charge CLECs retail or SGAT rates when a rate is not in the interconnection agreement. (Qwest's rates and basis for charging rates should be formally documented and not gathered from telephone conversations.) Qwest has provided no basis for charging Eschelon retail or SGAT rates, nor does Eschelon agree that those rates apply to Eschelon (which has not opted in to an SGAT). Moreover, Eschelon also provides testing in similar circumstances, and Qwest has not indicated that it intends to pay Eschelon for that testing. If Qwest can charge this rate, Eschelon should also be able to charge Qwest, particularly when Eschelon has to dispatch a technician to prove to Qwest that the trouble is in Qwest's network. Nonetheless, Dennis Pappas of Qwest has said that Qwest will not pay CLECs for providing the same services. Eschelon disagrees.

As Eschelon has previously indicated to Qwest, for the three

interconnection agreements for which Qwest provided citation to language and rates (AZ, UT, WA), Eschelon does not agree that the language necessarily applies in the way that Qwest plans to implement it. For example, none of the contract language states that Qwest may refuse to accept a trouble ticket without test results, but Qwest's CR says that it will do so (and, in fact, Qwest has already started doing so, according to participants at the re-design meeting). The number of questions that CLECs have raised in meetings and conference calls is a reasonable indication that the documentation provided by Qwest to date is inadequate. Also, if Qwest is applying the testing process and charges consistently with interconnection agreements (and only when authorized by interconnection agreements, it is unclear why a CR was necessary. What is the "change" that Qwest is requesting?

At last week's re-design meeting, Michael Zulevic of Covad said that the CR is also not consistent with the SGAT language on this issue. I am not familiar with that issue, so I suggested to you on a break that you should follow up with him on that. Eschelon has not opted in to the SGAT.

As we have discussed with Qwest, Eschelon already performs testing. While it plans to continue doing so, its greatest objections to this CR are the rates, the manner in which Qwest plans to show the information on the bill (which is not specific enough for verification of charges), and the way this CR/process has been handled. Eschelon does not want it to set a precedent suggesting that this is acceptable going forward.

Many issues remain disputed, unanswered, or unclear. The interconnection agreement language cited by Qwest specifically requires the parties to work "cooperatively." As we discussed at the re-design meeting, the process used for collocation decommissioning has aspects that could be used as a model in the future for cooperatively reaching agreement. In the meantime, however, Eschelon's immediate concern is ensuring that this CR is not implemented inappropriately. Please let me know what Qwest has in place today and, if this CR has not been suspended, whether it will be.

Karen L. Clauson
Director of Interconnection
Eschelon Telecom, Inc.
730 2nd Ave. South, Suite 1200
Minneapolis, MN 55402
Phone: 612-436-6026
Fax: 612-436-6126

EMAIL FROM DENNIS PAPPAS OF QWEST:

[NOTE: Dennis called Garth Morrisette of Eschelon to indicate that the "critical sentence," referred to below, was that Qwest is relying upon tariffs for the rates not found in the contracts. On separate calls, Qwest

has said that, if there is no rate in the interconnection agreement, Qwest will charge the SGAT rate. Eschelon has not opted in to the SGAT. With respect to the citations to language below (except rates), the cites below are from Attachment 5 to the interconnection agreements."]

-----Original Message-----

From: Dennis Pappas [SMTP:dpappas@qwest.com]
Sent: Wednesday, November 14, 2001 3:55 PM
To: Morrisette, Garth M.
Subject: Re: Optional Testing Response

Call me at your convenience, there is a critical sentence that I left out that I need to clarify. Thanks!

"Morrisette, Garth M." wrote:

> Thanks Dennis - I'll review this and call you or our account team if I have

> questions.

>

> Garth.

>

> > -----Original Message-----

> > From: Dennis Pappas [SMTP:dpappas@qwest.com]

> > Sent: Wednesday, November 14, 2001 2:19 PM

> > To: gmmorrisette@eschelon.com

> > Subject: Optional Testing Response

> >

> > Good afternoon Garth

> >

> > Just a recap for you. The language mentioned during our meeting was in

> > AZ, UT and WA. In all three agreements, 3.2.17 spoke to responsibility

> > of charges for trouble resolution and 6.2.20.1.1 speaks to the billing

> > depending on where the trouble was isolated.

> >

> > In CO, the language is in sections 5.1.17, 5.1.25 and 5.2.20.

> >

> > The rates associated with these sections in AZ is in schedule 1

> > attachment 1 under Common elements. Maintenance 1/2 hour increments -

> > Regular is \$22.20 for each 1/2 hour and Overtime is \$31.57 for each 1/2

> > hour.

> >

> > Rates in the UT and WA agreement are noted as "Maintenance Labor" and

> > are - Basic \$26.97 / Overtime \$35.87 in UT and Basic \$25.36 / Overtime

> > \$33.73 in WA.

> >

> > Language existed in CO but the rates were not noted in your ICA.

In

> > this instance, we referenced the Tariff to get rates for
Basic,

Overtime

> > and Premium "Additional Labor other" of \$28.91, \$38.61 and
\$48.33

> > respectively.

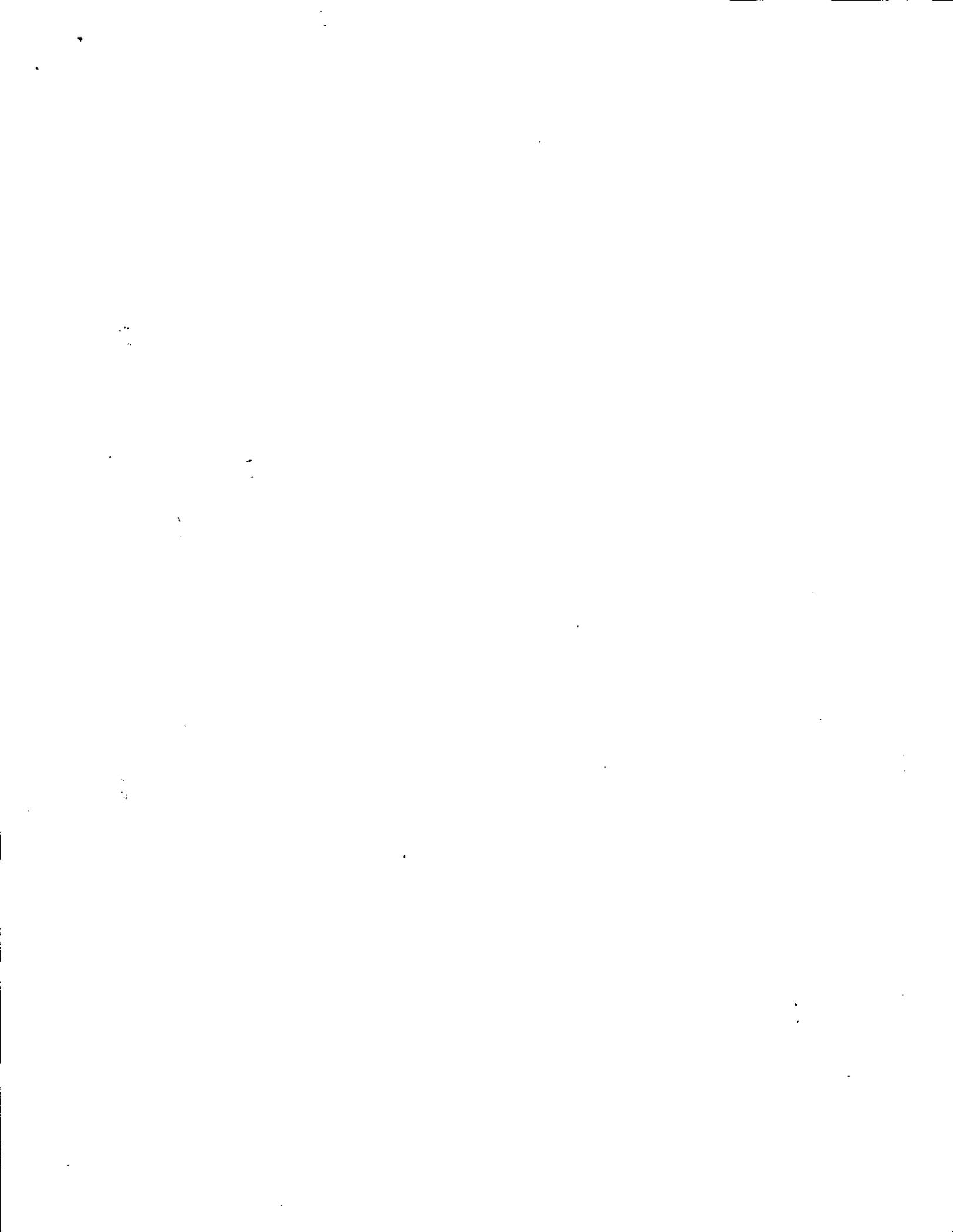
> >

> > Call me with any questions or contact your Account Team
representative

> > for additional details. Thank You

> >

> > Dennis Pappas - Product Manager



Doberneck, Megan

From: Powers, F. Lynne [flpowers@eschelon.com]
Sent: Thursday, December 06, 2001 10:56 AM
To: 'Judith Schultz'
Cc: 'Ford, Laura'; 'Jim Maher'; Zulevic, Michael; 'Terry Bahner'; 'Liz Balvin'; 'Tom Dixon'; Doberneck, Megan; 'Evans, Sandy'; Gindlesberger, Larry; 'Hines, LeiLani'; 'Lee, Judy'; 'Littler, Bill'; 'Lees, Marcia'; 'Menezes, Mitch'; 'Osborne-Miller, Donna'; 'Quintana, Becky'; 'Rossi, Matt'; Stichter, Kathleen L.; 'Thiessen, Jim'; 'Travis, Susan'; 'VanMeter, Sharon'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung, Shun (Sam)'; 'Mark Routh'; Clauson, Karen L.; Powers, F. Lynne
Subject: RE: Escalation regarding Qwest's additional testing CR, #PC100101-5



escalationTestingSupp

.doc

Judy:

Eschelon has reviewed its bills as to this issue and has added information to the Escalation form (with redlining to highlight the changes) to supplement the Escalation request. Since we anticipate that Qwest will ask for examples, we have included a specific example of our concern (with ticket number) in the supplemental information. If receiving the additional information extends the interval for a response by a day, that would be fine.

Lynne

```
<<escalationTestingSupp.doc>>
> -----Original Message-----
> From: Powers, F. Lynne
> Sent: Wednesday, December 05, 2001 3:35 PM
> To: 'Judith Schultz'
> Cc: 'Ford, Laura'; 'Jim Maher'; 'mzulevic@covad.com'; 'Terry
Bahner';
> 'Liz Balvin'; 'Tom Dixon'; 'Megan Doberneck'; 'Evans, Sandy';
> 'Gindlesberger, Larry'; 'Hines, LeiLani'; 'Lee, Judy'; 'Littler,
Bill';
> 'Lees, Marcia'; 'Menezes, Mitch'; 'Osborne-Miller, Donna'; 'Quintana,
> Becky'; 'Rossi, Matt'; Stichter, Kathleen L.; 'Thiessen, Jim';
'Travis,
> Susan'; 'VanMeter, Sharon'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung,
Shun
> (Sam)'; 'Mark Routh'; Clauson, Karen L.
> Subject: Escalation regarding Qwest's additional testing CR,
> #PC100101-5
>
> Eschelon, Covad, and Allegiance initiate an escalation with
respect
> to Qwest's additional testing CR, #PC100101-5. The completed
escalation
> form is enclosed in Word format. (The web-based format didn't work
well
> for this joint escalation.)
> Because this issue has been discussed in re-design, we are
copying
> the re-design participants as well, for their information.
>
> Lynne Powers
> Executive Vice President
> Eschelon Telecom, Inc.
> 612-436-6642
```

> flpowers@eschelon.com
>
> Terry Wicks
> LEC Account Manager
> Allegiance Telecom, Inc
> 469-259-4438
> terry.wicks@algx.com
>
> Michael Zulevic
> Director-Technical/Regulatory Support
> Covad Network Planning and Capacity Mgmt.
> 520-575-2776
> mzulevic@Covad.COM
>
>
> << File: escalationTesting.doc >>
>

EXHIBIT 2

Doberneck, Megan

From: Powers, F. Lynne [flpowers@eschelon.com]
Sent: Saturday, December 08, 2001 1:09 AM
To: 'Mark Routh'; 'Judith Schultz'
Cc: Stichter, Kathleen L.; Johnson, Bonnie J.; Clauson, Karen L.; Terry Bahner; Liz Balvin; Jeff Bisgard; Clauson, Karen L.; Andrew Crain; Tom Dixon; Doberneck, Megan; Evans, Sandy; Filip, Dana; Gindlesberger, Larry; Green, Wendy; Gunderson, Peder; Hines, LeiLani; Hydock, Mike; Jennings-Fader, Mana; Lee, Judy; Littler, Bill; McDaniel, Paul; Lees, Marcia; Menezes, Mitch; Ellen Neis; Osborne-Miller, Donna; Powers, F. Lynne; Quintana, Becky; Rossi, Matt; Routh, Mark; Schultz, Judy; Stichter, Kathleen L.; Thiessen, Jim; Thompson, Jeffery; Travis, Susan; Priday, Tom; VanMeter, Sharon; Wagner, Lori M.; White, Matt; Wicks, Terry; Woodcock, Beth; Yeung, Shun (Sam); John Nicol; Teresa Jacobs; Gerald Mohatt; Christian Nobs; Zulevic, Michael; Ford, Laura; Kessler, Kim; 'Jim Maher'
Subject: Event Notifications & Other Mailouts



Event Notification



Event Notification



FW: Copy of the
Notification o...

Mark & Judy,

Please find the attached Event Notifications. As you can see both of these are useless. One has nothing attached and the other informs of an IMA outage that occurred at 4:55 p.m. MT and the notice was received at 11:00

p.m. CT. I have also sent you many others that are similar. What is Qwest's plan to get these notifications and other distributions to CLEC's

under control? In August, September timeframe we heard about a plan from

Judy & Jarby but it doesn't appear to be implemented.

<<Event Notification>> <<Event Notification>>

Also see another attached mailout that is useless. Recently, in our discussions with the Qwest ASMC (Repair) we were told that there was a recent work movement from one group to another that was made in October, 2001. In other words our calls to Qwest Repair began to be handled by a different group of people. This was a positive change from our perspective

because they are more knowledgeable people but it caused confusion in our center. We asked if Qwest could provide notice when these changes occur.

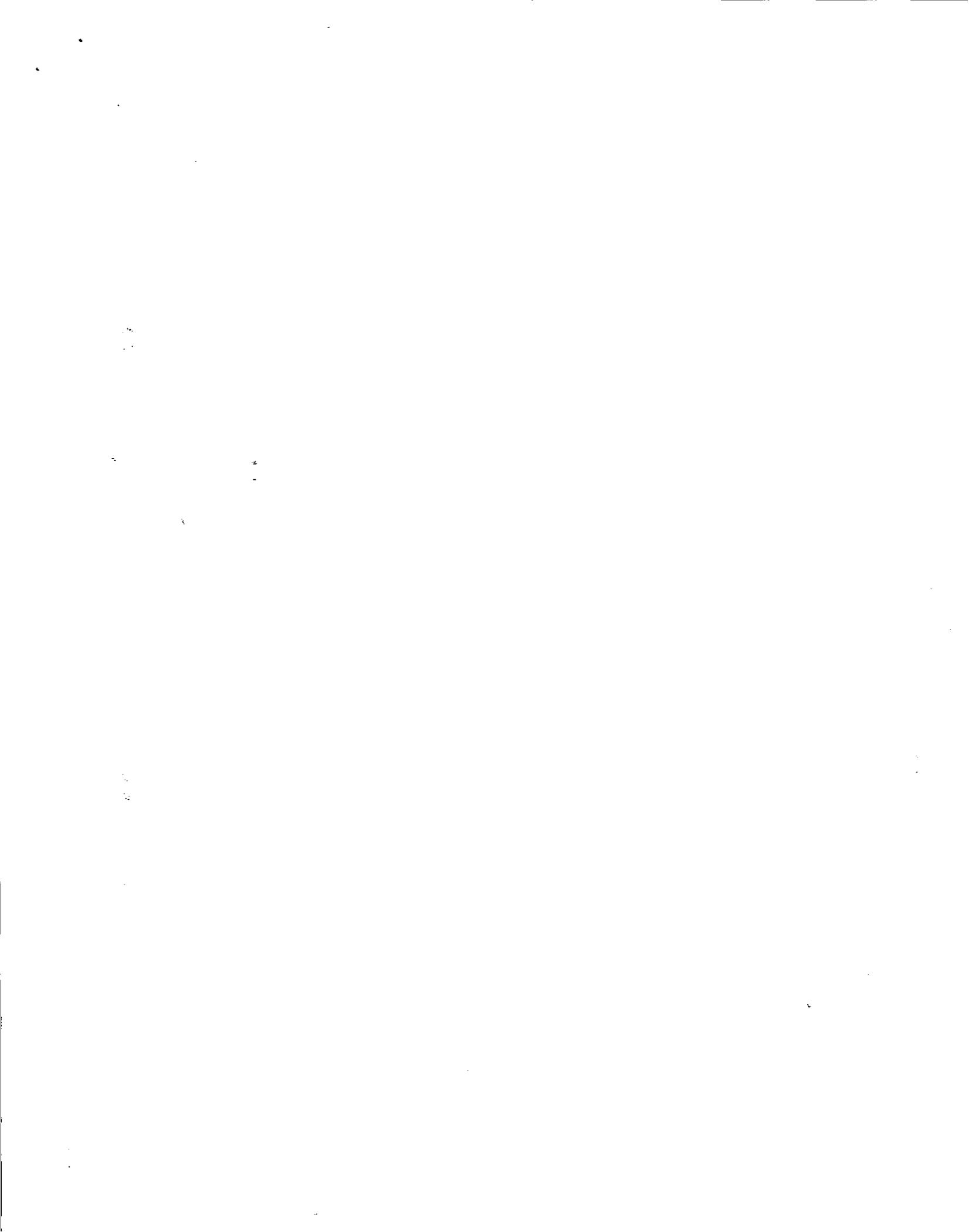
Nina Gable (Qwest) sent the attached to show me that notice was provided.

As you can see from the mailout, the notice was a) sent on the day of the change (not timely) and b) the notice said "When a CLEC reports trouble on a Non Designed POTS service to the Wholesale Maintenance and Repair Center, the trouble may now be manually screened versus G4/SSM Auto screened in an effort to better isolate the trouble." (I don't understand how anyone would get the message that there was a change in the calls being answered by one work force at Qwest to a more qualified workforce at Qwest).

<<FW: Copy of the Notification of Work Movement>>

Judy - please provide an update as to when we will see changes in Qwest communications to the CLEC's.

- > Lynne Powers
- > EVP of Customer Operations
- > Eschelon Telecom Inc.
- > flpowers@eschelon.com
- > (612) 436-6642
- > Fax: (612) 436-6742
- >
- >



Doberneck, Megan

From: Notification Wshd [wshd@qwest.com]
Sent: Friday, December 07, 2001 10:01 PM
Subject: Event Notification



EVENT NOTIFICATION

To: Qwest Wholesale Customers
From: Qwest IT Wholesale Systems Help Desk
Date: 12-07-2001
Subject: System Event Notification

Initial Date/Time: 12/07/2001 16:55 MDT p.m.
 Update Date/Time:
 Initial Date/Time:

This Event Notification is sent to advise you that Qwest is experiencing trouble with the below system:

Ticket
 Number: 5798272

IMA is inaccessible-SWAT team investigating problem

Event Onset

Time : 16:45
 MTN

AM PM

Date: 12/07/01

System/Application:

IMA-GUI	X
IMA-EDI	x
TELIS/EXACT	<input type="checkbox"/>
E-Commerce Gateway	X
CEMR	<input type="checkbox"/>
Resale Product Database	<input type="checkbox"/>
MEDIACC	<input type="checkbox"/>

Client Region:

Eastern	<input type="checkbox"/>
Central	<input type="checkbox"/>
Western	<input type="checkbox"/>
All Regions	x

Business Impact:

Event Closure

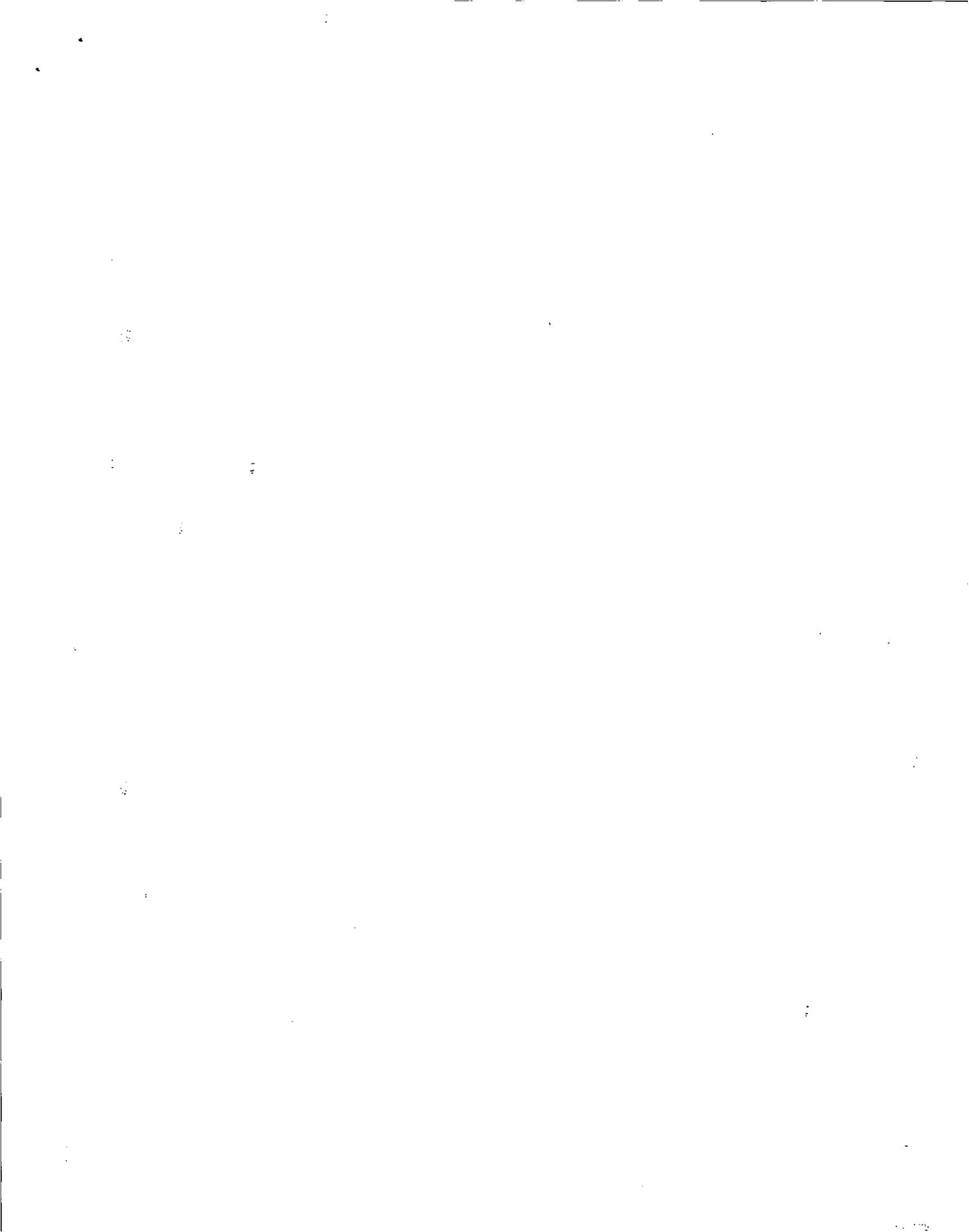
Time : MTN

AM PM

Date:

This System Event Notification has been closed.

Additional questions may be directed to the Qwest IT Wholesale Systems Help Desk at 1-888-796-9102, Option 3.



Doberneck, Megan

From: Powers, F. Lynne [flpowers@eschelon.com]
Sent: Wednesday, December 05, 2001 2:18 AM
To: Morrisette, Garth M.; Stichter, Kathleen L.; Walberg, Loren
Subject: FW: Copy of the Notification of Work Movement

I don't know about you guys but I am not sure that I would understand that Qwest was changing the routing of our calls to a different work group from this notice. Secondly, it was sent out so timely. Oct 12th with an Oct 12th implementation.

> -----Original Message-----

> From: Nina Gable [SMTP:ngable@qwest.com]
> Sent: Monday, December 03, 2001 9:07 AM
> To: flpowers@eschelon.com
> Cc: Stephen P Sheahan
> Subject: Copy of the Notification of Work Movement

>
> Lynne,
> In last month's call, Eschelon requested a copy of the work movement for

> Interconnect POTS repair call handling. Below is a copy of that notification,
> dated October 12th.

> Nina Gable
> Team Lead AMSC/CRSAB
> 719-444-9900

>
>
> October 12, 2001

>
> Dale Marton
> 1-800-Reconex Inc
> 2500 Industrial Ave
> Woodburn, OR 97032-

>
>
> To: Dale Marton

>
> Announcement Date: October 12, 2001
> Effective Date: October 12, 2001
> Document Number: PROS.10.11.01.F.00132.Repair_ManualScreening
> Notification Category: Process
> Target Audience: CLEC and Resale
> Subject: Updated Process Information for Manual Screening
> During the Repair Process

>
>
> Beginning October 12, 2001, Qwest will issue updates to its Wholesale Product Catalog that includes new/revised documentation regarding the Repair process for Non-Designed Services.

>

> When a CLEC reports trouble on a Non Designed POTS service to the
> Wholesale Maintenance and Repair Center, the trouble may now be
manually
> screened versus G4/SSM Auto screened in an effort to better isolate
the
> trouble.
>
> You will find a summary of these updates on the attached Web Change
> Notification Form. Actual updates are found on the Qwest Wholesale Web
> site at this URL:
<http://www.qwest.com/wholesale/clecs/maintenance.html>
>
> You are encouraged to provide feedback to this notice through our web
> site. We provide an easy to use
> feedback form at <http://www.qwest.com/wholesale/feedback.html>. A Qwest
> representative will contact you shortly
> to discuss your suggestion.
>
>
> If you have any questions or would like to discuss this notice please
> contact your
> Qwest Sales Executive, John Seyler on 206-345-8659 or your Qwest
Service
> Manager, Dione Salomonson on 3038969502. Qwest appreciates your
business
> and
> we look forward to our continued relationship.
>
> Sincerely,
>
>
> Qwest
>
> Note: While these updates reflect current practice, it is important to
> note that
> there are additional changes that will be forthcoming as a result of
> ongoing
> regulatory activities e.g., collaborative workshops, and state
commission
> orders.
> As these changes are defined and implementation dates are determined,
> notice of
> additional updates will be provided accordingly.
>
> The Qwest Wholesale Web Site provides a comprehensive catalog of
detailed
> information on Qwest products and services including specific
descriptions
> on
> doing business with Qwest. All information provided on the site
describes
> current
> activities and process.
>
> Prior to any modifications to existing activities or processes
described
> on the web
> site, wholesale customers will receive written notification announcing
the
> upcoming
> change.
>
>
> cc: John Seyler
> Dione Salomonson

EXHIBIT 3

Doberneck, Megan

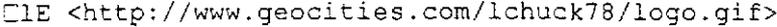
From: Powers, F. Lynne [flpowers@eschelon.com]
Sent: Friday, December 07, 2001 3:42 PM
To: 'Judith Schultz'
Cc: 'Ford, Laura'; 'Jim Maher'; 'Terry Bahner'; 'Liz Balvin'; 'Tom Dixon'; Doberneck, Megan; 'Evans, Sandy'; Gindlesberger, Larry; 'Hines, LeiLani'; 'Lee, Judy'; 'Littler, Bill'; 'Menezes, Mitch'; 'Osborne-Miller, Donna'; 'Quintana, Becky'; 'Rossi, Matt'; Stichter, Kathleen L.; 'Travis, Susan'; 'VanMeter, Sharon'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung, Shun (Sam)'; 'Mark Routh'; Powers, F. Lynne; Zulevic, Michael; Clauson, Karen L.; Stichter, Kathleen L.
Subject: FW: Escalation/Desired CLEC Resolution: Product:UNE:RN: Pending Updates to EEL,LMC,UDIT & Unbundled General, Effective 12-12-01, Final
Importance: High

The mailout below relates to "Optional Testing" and states that "there were no comments returned to Qwest regarding this change." The change relates to Qwest-initiated CR# PC100101-5. Given the number of communications, written and oral, about this issue, as well as the pending joint escalation, Eschelon does not understand how the notice can indicate that no comments were returned to Qwest.

Eschelon asks Qwest to consider, as part of the "Desired CLEC Resolution" section of the Escalation of CR# PC100101-5, a request to suspend these PCAT changes.

In addition, for purposes of Re-Design, Eschelon asks Judy Lee to add an action item to discuss a process for ensuring that the administrator of these mailouts is notified of comments made through CMP, account teams, etc.

> -----Original Message-----

> From: mailouts@qwest.com [SMTP:mailouts@qwest.com]
> Sent: Friday, December 07, 2001 4:00 PM
> To: qwest.all.notices@eschelon.com
> Subject: Product:UNE:RN: Pending Updates to EEL,LMC,UDIT & Unbundled General, Effective 12-12-01, Final
>
>  <<http://www.geocities.com/lchuck78/logo.gif>>
>
> December 7, 2001
>
> Qwest All Notices
> Eschelon Telecom Inc.
> 730 Second Ave S #1200
> Minneapolis, MN 55402
> qwest.all.notices@eschelon.com
>
> To: Qwest All Notices
>
> Announcement Date: December 7, 2001
> Effective Date: December 21, 2001
> Document Number: PROD.12.07.01.F.00603.Pending_ULL_ELL_LMC_UDIT
>
> Notification Category: Product
> Target Audience: CLECs, Resellers
> Subject: Pending Updates to Unbundled Local Loop General, EEL,
>
> LMC and UDIT Product Catalogs Change Request Number:

>
> CR PC1-1-1-5
>
>
>
>
> Beginning December 21, 2001, Qwest will issue updates to its Wholesale
> Product Catalog that include new/revised documentation for Unbundled
Local
> Loop General, Enhanced Extended Loop (EEL), Loop MUX Combination (LMC
and
> Unbundled Dedicated Interoffice Transport (UDIT).
>
> These updates will reflect new Maintenance and Repair language that
> includes information on optional testing. This proposed change was
posted
> for review from November 8 through November 23, 2001. There were no
> comments returned to Qwest regarding this change.
>
> These review documents will remain posted on the Document Review site
for
> reference only until December 20, 2001. You will find this at URL:
> <<http://www.qwest.com/wholesale/cmp/review.html>>.
>
> You are encouraged to provide feedback to this notice through our web
> site. We provide an easy to use feedback form at
> <<http://www.qwest.com/wholesale/feedback.html>>. A Qwest representative
> will contact you shortly to discuss your suggestion.
>
>
>
> Note: While these updates reflect current practice, it is important to
> note that there are additional changes that will be forthcoming as a
> result of ongoing regulatory activities e.g., collaborative workshops
and
> state commission orders. As these changes are defined and
implementation
> dates are determined, notice of additional updates will be provided
> accordingly.
>
>
> If you have any questions or would like to discuss this notice please
> contact your Qwest Service Manager, Pat Levene on 6126636265. Qwest
> appreciates your business and we look forward to our continued
> relationship.
>
> Sincerely,
>
>
> Qwest
>
>
> The Qwest Wholesale Web Site provides a comprehensive catalog of
detailed
> information on Qwest products and services including specific
descriptions
> on doing business with Qwest. All information provided on the site
> describes current activities and process.
>
> Prior to any modifications to existing activities or processes
described
> on the web site, wholesale customers will receive written notification
> announcing the upcoming change.
>
>
> cc: Judy Rixe
>

> Pat Levene

>

EXHIBIT 4

Doberneck, Megan

From: Clauson, Karen L. [klclauson@eschelon.com]
Sent: Wednesday, November 28, 2001 1:53 AM
To: Jim Maher
Cc: Terry Bahner; Liz Balvin; Clauson, Karen L.; Tom Dixon; Doberneck, Megan; Evans, Sandy; Gindlesberger, Larry; Hines, LeiLani; Lee, Judy; Littler, Bill; Lees, Marcia; Menezes, Mitch; Osborne-Miller, Donna; Powers, F. Lynne; Quintana, Becky; Rossi, Matt; Routh, Mark; Schultz, Judy; Stichter, Kathleen L.; Thiessen, Jim; Travis, Susan; VanMeter, Sharon; Wicks, Terry; Woodcock, Beth; Yeung, Shun (Sam); Zulevic, Michael
Subject: RE: Eschelon's comments on Draft November CMP Redesign Status Rep ort



CMPNovEschCmt.doc

Enclosed is an electronic copy of Eschelon's comments on Qwest's draft November CMP Redesign status report.

<<CMPNovEschCmt.doc>>

> -----Original Message-----

> From: Jim Maher [SMTP:jxmaher@qwest.com]
> Sent: Wednesday, November 21, 2001 12:39 PM
> To: Matt White
> Cc: Terry Bahner; Liz Balvin; Jeff Bisgard; Karen Clauson; Andrew Crain;
> Tom Dixon; Megan Doberneck; Evans, Sandy; Filip, Dana; Gindlesberger,
> Larry; Green, Wendy; Gunderson, Peder; Hines, LeiLani; Hydock, Mike;
> Jennings-Fader, Mana; Lee, Judy; Littler, Bill; McDaniel, Paul; Lees,
> Marcia; Menezes, Mitch; Ellen Neis; Osborne-Miller, Donna; Powers,
> Lynne;
> Quintana, Becky; Rossi, Matt; Routh, Mark; Schultz, Judy; Stichter,
> Kathy;
> Thiessen, Jim; Thompson, Jeffery; Travis, Susan; Priday, Tom;
> VanMeter,
> Sharon; Wagner, Lori; Wicks, Terry; Woodcock, Beth; Yeung, Shun (Sam);
> Ford, Laura; Smith, Richard; Oxley, Jeffery; Nicol, John
> Subject: Draft November CMP Redesign Status Report

>
> Following is an e-mail from Beth Woodcock regarding the November CMP
> Redesign Status Report. I have attached the draft for your review and
> comments, with the
> requested comment cycle in the information below. Comments should be
> made

> back to Beth Woodcock and Andy Crain, and their e-mail addresses are
> included in this
> notification. Thank you.

> Jim Maher
> 303-896-5637

> ----- Original Message -----

> Subject: draft November CMP Redesign Status Report
> Date: Wed, 21 Nov 2001 10:15:13 -0800
> From: "Woodcock, Elizabeth - DEN" <WoodE@PerkinsCoie.com>
> To: "'jxmaher@qwest.com'" <jxmaher@qwest.com>
> CC: "'acrain@qwest.com'" <acrain@qwest.com>

> Jim -- Please distribute this to the Redesign team.

> All --
>
> This is the draft November status report, which we hope to file on
Friday,
> November 30. Please email your comments to Andy Crain and me by close
of
> business Wednesday, November 28. We will revise the report as
necessary
> and
> distribute it to you again on Thursday, November 29. If you have any
> further feedback, please email it to Andy and me no later than 10:00
am on
> Friday November 30. Please feel free to call Andy or me with any
> questions.
>
> <<draft Nov 2001 CMP redesign status report.doc>>
>
> -- Beth
>
> Elizabeth A. Woodcock
> Perkins Coie LLP
> 1899 Wynkoop Street, Suite 700
> Denver, Colorado 80202-1043
> Ph: (303) 291-2316
> Fax: (303) 291-2400
> woode@perkinscoie.com
>
>
> << File: Draft Nov 2001 CMP Redesign Status Report.doc >>

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 97I-198T

IN THE MATTER OF THE INVESTIGATION INTO U S WEST COMMUNICATIONS,
INC.'S COMPLIANCE WITH § 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996

**QWEST CORPORATION'S REPORT ON THE STATUS OF CHANGE
MANAGEMENT PROCESS REDESIGN
--Eschelon's Comments, September 27, 2001**

Qwest Corporation hereby provides its second monthly status report regarding the meetings it has held with CLEC representatives regarding the redesign of Qwest's Change Management Process ("CMP").¹ Qwest proposes that CLECs and other parties to this proceeding be given a reasonable amount of time to file comments on this report, including comments regarding impasse issues identified in the report, if any. A date certain should also be set when Qwest should file its Status Report each month, so that responding parties may plan their schedules accordingly.

I. INTRODUCTION AND BACKGROUND

Qwest and the CLEC community are continuing to redesign the CMP to address key concerns regarding the process raised by CLECs in the CMP over time, as well as in the section 271 workshops, regarding Qwest's change management process.² Qwest appreciates and commends the CLECs' active participation in these working sessions. CLEC representatives and

¹ Qwest's CMP was formerly known as the "Co-Provider Industry Change Management Process" or "CICMP." The CLECs participating in that process chose to change the name to "Change Management Process."

² Qwest has established a website where it has posted the redesign minutes and other materials. The website address is www.qwest.com/wholesale/cmp/redesign.

Qwest have held five full days of meetings since the last status report was filed. In addition, discussions about redesign issues have been held in separate conference calls, and the Parties have reviewed materials outside of the regularly scheduled CMP redesign meetings. The time and resource commitments required for the redesign effort are substantial. Although many open issues remain, the need for additional progress is not due to a lack of time commitment to the redesign effort.

As a general matter, the parties agreed to address systems issues first, then address product and process issues. The redesign process has resulted in the parties agreeing on interim solutions pending final approval on ~~many issues~~ some issues or sub-sets of issues. The interim implementation of processes may serve as a test of processes which are still under development or in need of refinement. Based on the trial implementation, further revisions can be made. In the first status report, Qwest noted that these issues included the scope of CMP, escalation and dispute resolution processes for the CMP, interim processes for change requests ("CRs") to be submitted by CLECs for systems issues, and CRs to be submitted by Qwest and CLECs relating to product and process issues. Although it appeared that at least partial interim solutions had been developed relating to these issues, the interim trial implementation has helped the Parties identify additional work that needs to be done in each of these areas, such as:

Interim Scope of CMP: The Parties agreed that the Scope of CMP encompasses changes to products and processes (including manual) and OSS interfaces that affect system functions that support or affect the capabilities for local services provided by CLECs to their end users.³ Based

³ CLECs have indicated that they interpret the Scope language to include changes to Qwest retail systems or processes when those changes affect CLECs. For example, if a dramatic improvement was made to the raw loop data tool used by Qwest retail, ensuring that CLECs are aware of the change and a

on discussions since then and the Qwest-initiated CRs submitted (and not submitted) to date, however, the Parties have identified that further discussion is needed as to whether all issues within the Scope of CMP require use of CRs and, if not, the parameters for when CRs are required. The resolution of this issue may ultimately appear in the documentation in another section, such as the types of changes, but the relationship to Scope must be addressed. In addition, a CR submitted by Qwest relating to Additional Testing has raised the issue of whether rates are within the Scope of CMP. As part of Qwest's CR, Qwest included rates that Eschelon has not been able to locate in its interconnection agreements. Qwest did not provide cost support or authority for the rates in its CR.⁴ The extent to which rates are within the Scope of the CMP needs to be addressed and, if part of the Scope, language needs to be developed with respect to this issue.

Interim Escalation and dispute resolution processes for the CMP: Questions have arisen as to when and how the escalation and dispute resolution processes for the CMP apply to Qwest. For example, Qwest submitted a CR in which Qwest stated an effective date for the change "request" in the CR. Although CLECs have objected to the requested change and its effective date, Qwest is nonetheless implementing the CR (including application of rates). The Parties have yet to discuss and agree upon the process for gaining consensus or approval of Qwest-initiated CRs. If Qwest can announce an effective date in a CR and unilaterally implement it over CLEC objection, submission of a CR is, in effect, no different from merely issuing a unilateral notification of a change. Moreover, the burden to escalate and invoke the dispute resolution process is shifted, in every case, to the CLEC. The parties need to address whether circumstances exist in which Qwest must invoke dispute resolution when CLECs do not agree with, or approve, a Qwest-initiated CR. The Core Team also needs to address whether the CR

comparable change is provided to CLECs would be within the scope of CMP. If Qwest disagrees, additional discussion will be needed with respect to this issue.

⁴ The rates identified by Qwest in its CR are associated with activities that Eschelon also conducts and thus for which Eschelon could charge Qwest in similar circumstances. Whether and how either Qwest or CLEC rates may be the subject of CRs has yet to be addressed.

may become effective or the proposed effective date is suspended while the dispute is being resolved. As a separate matter, the Core Team has also identified a need to develop an escalation process for technical issues currently addressed by Qwest's IT wholesale systems help desk.⁵

Interim process for CRs to be submitted by CLECs for systems issues: In its First Status Report, Qwest reported that Qwest and CLECs had agreed "in principle" on an interim process for CRs to be submitted by CLECs for systems issues. The specifics of that process are still under discussion, and a permanent process needs to be agreed upon. A major part of the process for systems issues is prioritization, and prioritization is an open issue that is the subject of much discussion. Processes also need to be developed with respect to CRs submitted by Qwest for systems issues.

Interim process for CRs to be submitted by Qwest and CLECs relating to product and process issues: As indicated above, the Core Team members initially agreed to address systems issues first and then turn to product and process issues. Because of the volume of product and process changes being issued by Qwest in the form of general announcements (rather than CRs), however, CLECs asked to address this pressing aspect of the product and process issues early, on an interim and emergency basis, to get some relief until a fully developed permanent process could be put in place.⁶ The large volume of changes appeared to relate to changes in product catalog or technical publication documentation that Qwest said were required by commissions

⁵ A subcommittee has been formed to address this issue initially and to bring suggested solutions back to the entire Core Team. CLECs have raised concerns about the use of subcommittees to address issues that need to be fully discussed by the entire Core Team. Use of subcommittees for extended discussions ensures that not all Core Team members are exposed to the full discussions of the issues, requires duplicate time and effort of those members who are both on the subcommittee and on the Core Team, and extends the already aggressive time commitment required of CLECs to assist in redesigning Qwest's CMP. CLECs have agreed to make this additional time commitment with respect to the escalation process but have been ensured that doing so will not limit discussion and consideration of the full group, no binding decisions may be made by the subcommittee, and other issues, if any, considered for subcommittees will be limited to those the Core Team members agree are suited for such treatment.

⁶ See "Written Summary Regarding Qwest's Proposed Process Changes for Qwest to Product, Process, and Technical Documentation" (9/25/01) at <http://www.uswest.com/wholesale/cmp/redesign.html>.

through 271 proceedings or OSS testing.⁷ Qwest proposed a high-level interim process that would address such changes. Agreement is still needed as to the criteria for determining whether a change has been mandated by a regulatory body and the amount of information that must be provided with respect to the basis for claiming a CR is regulatory. Also, although Qwest's proposal referred to changes required by 271 proceedings or OSS testing, Qwest has since interpreted the interim process to also apply to other Qwest-initiated CRs (non-"regulatory" CRs). Also, a subcommittee was formed to develop a proposal for defining the categories of changes that must be subject to a CR and those subject to only a notification. Minutes were kept of the first subcommittee meeting, but a promised follow up meeting was not held, and the full Core Team did not review or adopt proposed language relating to circumstances when CRs or notices were required. The Core Team needs to address these issues, as well as compliance with the process itself. For example, the interim process required that changes to product catalogs and technical publications would be red-lined to identify the changes, but CLECs have indicated that they do not believe this is being done. In addition to not operating to any party's satisfaction at this time, the interim process simply does not address all of the issues that need to be addressed in the long term. For the permanent process in particular, the Core Team needs to address the full process for Qwest-initiated changes, including what level of consensus or CLEC approval is required and the process for obtaining it. Discussions of the overall, long-term process for product and process has not yet begun. Those discussions are scheduled to commence after the systems section.

Since the First Report⁷, the parties have reached agreement on discussed and reached tentative agreement on some language relating to exceptions to the process processing for OSS

⁷ Some of the changes appear to relate to SGAT language, but not all CLECs have opted in to an SGAT. As discussed below, additional discussion is needed in redesign regarding the relationship between interconnection agreements and CRs. For example, what is the process when a Qwest-initiated process change directly conflicts with a provision in a CLEC interconnection agreement.

interfaces, product and process changes (with further discussions planned to clarify the exceptions process); OSS interface change request initiation process; process for introduction of a new OSS interface; process for changes to existing OSS interface process;⁸ and process for retirement of an OSS interface. Because it is a difficult task to deal with multiple issues discretely at first, rather than in context (which must be done due to the number and complexity of the issues – one must begin somewhere), the language relating to these issues will be re-visited again when more of the document is completed and the issues can be evaluated in context. As the CMP meetings continue and some interim processes are tested, additional issues are being identified that will likely result in additional changes to this preliminary language. For example, with respect to the CR initiation process, CLECs have suggested that language needs to be developed to specify additional information that must be included as part of a Qwest-initiated, regulatory, or industry guideline type of CR. To illustrate, the CR may need to state the specific citation to the provision of a regulatory order that is relied upon as the basis for a regulatory CR. In addition, the role of “clarification” discussions needs to be examined with respect to Qwest-initiated and other non-CLEC initiated CRs. When Qwest submitted a CR relating to additional testing, the CR contained less than a paragraph of information about the proposed change. Several conversations have had to occur to clarify the change request. The Core Team needs to

⁸ The agreed implementation timeline for changes an existing OSS interface provides, among other things, for Qwest to provide to CLECs draft technical specifications containing the information CLECs need to code the interface at least 73 calendar days prior to implementing a release, and affords the CLECs eighteen (18) calendar days from the initial publication of the draft technical specifications to provide written comments and/or questions relating to that documentation. Qwest will respond to CLEC comments and/or questions and sponsor a walk through meeting where CLECs' subject matter experts can ask questions of Qwest's technical team regarding specific requirements. Qwest will provide final release requirements no more than forty-five (45) calendar days from the implementation date. Qwest will also provide a thirty

evaluate whether this is the best approach or another process should be used, and the process then needs to be added to the documentation.

III. AGREEMENTS REACHED LANGUAGE DISCUSSIONS ARE TRACKED IN THE INTERIM DRAFT MASTER REDLINED DOCUMENT

The parties agreed to use the OBF's Issue 2233 version 1 as a starting point for discussion and a working document. Qwest is tracking the parties' agreements in that document, which is entitled "Interim Draft Master Redlined Document." A copy of this document, reflecting tentative agreements reached through the November 13, 2001 meeting, is attached hereto as Exhibit A. The parties have not agreed to all of the text in the Interim Draft Master Redlined Document. For ease of reference, the portions of this document that represent the parties' initial agreements are formatted in regular typeface, while the portions of the document that have not yet been discussed appear in italic font.

As noted previously, the terms "interim" and "draft" have special significance as they are used in the document title, "Interim Draft Master Redlined Document." The agreements agreed upon language presented in the Interim Draft Master Redlined Document represents are interim tentative agreements in that Qwest can implement those agreements as soon as practicable that will be subject to further review once additional issues are addressed and the document can be reviewed as a whole. To date, there has been confusion as to when Qwest is implementing some of these tentative understandings. CLECs have asked Qwest to more clearly present any proposals for interim implementation and to ensure that agreement is reached as to such implementation. At the same time, the The tentative agreements remain in draft form not only

(30) day test window for any CLEC that desires to jointly test with Qwest prior to the implementation date.

because they are subject to contextual review later but also because they are subject to change throughout the redesign process. As noted earlier, interim implementation allows parties to observe the interim processes in operation, discuss them, and revise them as needed. -At the end of the redesign process, the parties will review the document as a whole, including language revised as a result of lessons learned from interim efforts, and make necessary changes to ensure that the discrete agreements reached regarding different issues fit together into a cohesive and integrated whole. The effort to achieve an overall review will include ensure action items are captured and the language is compared to existing CMP documentation, the OBF document, the tables of contents, the Colorado 18 point issues list, CLEC initial comments, and any other barometers of whether all of the relevant issues have been addressed.

As discussed, ~~t~~The parties have now believed they had reached agreement in principle on an interim OSS interface change request initiation process,⁹ which provideds that Qwest and CLECs both submit CRs to request changes to OSS interfaces for. ~~Both Qwest-initiated and CLEC-initiated OSS interface CRs follow the agreed process. See Exhibit A. The process provides that Qwest will hold a clarification meeting to ensure that the intent of the CR is clear. All OSS interface CRs will be discussed and modified, if necessary, at the monthly CMP meetings. This process is incorporated in Exhibit A. Interim implementation has shown, however, that additional aspects of this process need to be addressed. During the interim period, when Qwest was to submit CRs for its proposed system changes, Qwest unilaterally announced that it had added an appointment scheduler for GUI users to a point release with a short~~

⁹ Note that the interim process was limited to "initiation" of CRs and does not address the remaining stages of the process, such as the complicated issues of prioritizing and processing system CRs.

implementation period. Point releases are not subject to prioritization. CLECs pointed out that Qwest's decision created a disparity between GUI and EDI users with respect to this issue. Qwest moved the appointment scheduler to the next, full release (which also included a scheduler for EDI users). Qwest did not, however, submit a CR for the appointment scheduler or include the appointment scheduler in the vote. Qwest indicated that it believed the appointment scheduler would benefit CLECs, but the purpose of the vote is to allow CLECs to prioritize which beneficial CRs should be worked first. Instead, Qwest devoted resources to the appointment scheduler that could have been devoted to CRs prioritized higher by CLECs. In effect, the Qwest-initiated change leap-frogged ahead of top priority CLEC-initiated CRs, even though Qwest did not submit a CR requesting the systems change. This situation has raised questions that need to be addressed by the redesign team.

~~The parties have also reached agreement in principle on processes for the introduction of a new OSS interface, changes to an existing OSS interface, and retirement of an OSS interface. Each of these processes sets forth an agreed timeline for advance notification to CLECs and the opportunity for CLECs to provide input regarding new OSS interfaces, changes to existing OSS interfaces, and retirement of OSS interfaces. These processes are incorporated in Exhibit A.~~

~~The agreed implementation timeline for changes an existing OSS interface provides, among other things, for Qwest to provide to CLECs draft technical specifications containing the information CLECs need to code the interface at least 73 calendar days prior to implementing a release, and affords the CLECs eighteen (18) calendar days from the initial publication of the draft technical specifications to provide written comments and/or questions relating to that documentation. Qwest will respond to CLEC comments and/or questions and sponsor a walk through meeting where CLECs' subject matter experts can ask questions of Qwest's technical~~

navigation and locating specific documents. Work on this issue continues. For example, CRs in addition to those initiated by CLECs (Qwest-initiated, regulatory, and industry CRs) need to be added to the Qwest wholesale CMP website. In addition, additional discussions are planned relating to the agenda (such as meaning and handling of "walk on" items) and meeting materials to ensure that parties have adequate notice and opportunity to participate meaningfully on issues of importance to them.

Definition and adequacy of Qwest's escalation and dispute resolution process (Issue CM-2). The parties have discussed and agreed upon an escalation and dispute resolution process for the CMP. Those processes are set forth at pp. 33-35, 39-40 of Exhibit A. As described above, these agreements will remain in draft form until the conclusion of the redesign process in order to allow for any necessary adjustments. Also, as discussed above, additional issues have been identified for discussion and resolution.

Five categories of changes in SBC documents (Issue CM-3). While the parties have not fully discussed or reached agreement on the categories of changes to be included in Qwest's CMP, Exhibit A includes all four of the five categories of system changes included in SBC's documents. Those categories are listed in Exhibit A under the heading "Types of Change." heading "Changes to Existing Interfaces." Qwest has already implemented the five categories of changes in its OSS CMP process. "Production Support" is not currently listed as a type of change, at Qwest's request. But, the production support language proposed by Qwest indicates that certain production support changes (at lower levels of severity) should be requested using a

CR. Therefore, the parties still need to address this issue and the proper handling of production support changes.¹⁰

As discussed, a number of open issues remain with respect to Qwest-initiated CRs. The parties also need to develop the process for Regulatory and Industry Guideline types of changes. As discussed above, the parties have also identified areas of disagreement about the processes applicable to each type of change and are working through those issues. This includes everything from how much and what kind of information is required at CR initiation (such as the specific citation to the source of a regulatory change) to whether and when CRs are prioritized (including whether Qwest-initiated CRs require consensus or approval) and what kind of support the changes receive after implementation. Although the types of changes have been the subject of more discussion, the process applicable to each type of change for such issues remains to be worked out.

Performance measurements for change management (Issue CM-4). Performance measurements for CMP are being discussed in the ROC TAG and are not a subject of the redesign meetings. To date, the parties to the ROC TAG have agreed upon one new performance measurement, PO-16, which measures timeliness of release notifications. The ROC TAG discussions regarding other change management measures are continuing.

Although the performance measurements themselves are not being discussed in CMP redesign, performance measurement issues have arisen. For example, the parties have had initial discussions of how and when changes to performance measurements will be made and whether

¹⁰ Although it may not ultimately be called "production support," the redesign team needs to develop a similar process for product and process issues that arise after implementation of a product and process change.

this will be handled in any way through CMP. This issue has not been resolved or reduced to language. Also, Qwest has proposed language that would expand the definition of Regulatory CRs to include changes to improve performance when Qwest believes that the change would reduce penalties payable by Qwest. If such CRs are not subject to prioritization, they may jump ahead of operations-affecting changes prioritized by CLECs that for some reason are not associated with penalties. CLECs have opposed the proposed language and the issue remains under discussion.

Repair process subject to change management (Issue CM-5). Qwest has committed to including repair processes in CMP. The parties' agreement on the scope of the CMP reflects that commitment. See Exhibit A at pp. 4-6.

Frequency of scheduled CICMP meetings (Issue CM-6). The parties have agreed that CMP will be conducted on a regularly scheduled basis, at least on a monthly basis. At the CLECs' request, based on the volume of issues to be addressed at these monthly forums and the need for more substantive discussion, Qwest agreed to change the monthly forum format to include two separate full day meetings, with one full day dedicated to system CMP issues and one full day dedicated to product and process CMP issues.

Qwest-generated CRs (Issue CM-7). Qwest has committed to submit Qwest-originated CRs for changes to OSS interfaces, which are defined in the Interim Draft Master Redline Document as "existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users." Qwest has also agreed to submit CRs for Qwest-initiated regulatory and industry guideline changes. The meaning of this commitment has not yet been

worked out. If the commitment to “submit Qwest-initiated CRs” is to be meaningful, the submission of a CR must be distinguishable from a mere unilateral notice of a change distributed by Qwest to CLECs. If a Qwest-initiated CR may announce an effective date for a change that will be implemented irrespective of consensus or CLEC approval, the possibility arises that Qwest may, in effect, modify a CLEC’s interconnection agreement by simply running a CR through CMP and implementing it over CLEC objection. Safeguards are needed to prevent that result. The term “submit” suggests that a CR will be submitted “for approval.” The parties have yet to grapple with this issue. The piecemeal interim processes do not address this issue.

Proprietary CR (Issue CM-8). Exhibit A currently does not contain provisions for proprietary CRs. The parties have not discussed whether to include proprietary CRs in the process.

EDI draft worksheet availability (Issue CM-9). As discussed above, the parties have agreed to an interim implementation timeline for changes to an existing OSS interface, which includes a requirement for Qwest to provide to CLECs draft technical specifications containing the information CLECs need to code the interface at least 73 calendar days prior to implementing a release, affords the CLECs an opportunity to provide written comments and/or questions relating to that documentation, and requires Qwest to provide final release requirements no less than forty-five (45) calendar days from the implementation date. Qwest will also provide a thirty (30) day test window for any CLEC that desires to jointly test with Qwest prior to the implementation date.

Whether CLECs have had input into the development of the CMP (Issue CM-10). CLECs that are Core Team members are actively participating in the redesign meetings. The

Core Team has agreed that it needs to develop a process for bringing the results of the Core Team redesign effort to the full CMP and allowing other CLECs to have input at that point.

WCom not allowed to vote on EDI CRs (Issue CM-12). This issue has not yet been addressed in the redesign meetings.

Scope of CMP (Issue CM-13 and 16). The parties hadve reached tentative agreement regarding the definition of the scope of the CMP, which is set forth in the Interim Draft Master Redlined Document. *See* Exhibit A, Introduction and Scope, at pp. 4-6. As discussed above, additional Scope issues have been identified that need to be addressed in upcoming redesign working sessions. In addition to those Scope issues, the parties also plan to discuss when an issue is within the Scope of CMP and should be handled by CR versus when an issue should be handled by the Qwest account team for that CLEC.

Whether Contents of Exhibit G should be included in SGAT (Issue CM-14). Qwest has conceded this issue, and the parties to the redesign effort have discussed revisions to SGAT Section 12.2.6. Qwest has made some changes to Section 12.2.6 at the request of CLECs, but the parties have not agreed upon the language in the entire paragraph. Qwest's proposal regarding Section 12.2.6 is attached as Exhibit C to Qwest Corporation's Report on the Status of Change Management Process Redesign filed on October 10, 2001. Since the discussions of this SGAT language were held in Redesign, it has become apparent that the language and the relationship between the SGAT (or an interconnection agreement) and the CMP documentation needs further discussion. As indicated above, unless submission of a CR by Qwest means that some sort of approval or consensus is required of CLECs, the potential exists for Qwest to unilaterally amend the SGAT or interconnection agreements by using a CR to notify CLECs of a change that is otherwise contrary to the SGAT or interconnection agreement. For example, Qwest has

indicated that it believes its Additional Testing CR is consistent with the SGAT. Some CLECs, such as Eschelon, however, have not opted in to the SGAT. Those provisions, and those rates, are not a part of the interconnection agreement. Nonetheless, Qwest proposed to implement the CR, including imposition of rates not in the contract, on December 1, 2001, over Eschelon's objection. Discussion is needed of the relationship of CRs to interconnection agreements and how this process will be managed.

Whether Contents of Exhibit H should be included in SGAT (Issue CM-15). Qwest has conceded this issue, and the parties to the redesign effort have discussed revisions to SGAT Section 12.2.6. Qwest has made some changes to Section 12.2.6 at the request of CLECs, but the parties have not agreed upon the language in the entire paragraph. Section 12.2.6 refers to just Exhibit G, because Exhibit H (the escalation process) is now included within Exhibit G. Qwest's proposal regarding Section 12.2.6 is attached as Exhibit C to Qwest Corporation's Report on the Status of Change Management Process Redesign filed on October 10, 2001. See supra Issue CM-14.

Processes for notification of CLECs and adequacy of process (Issue CM-17). The parties have reached preliminary agreement regarding various notification processes relating to CR processing, but have not reached final agreement on all notification process. The parties have also reached agreement on the basic categories of notifications and a naming convention for Qwest's CLEC notifications. The current process, however, is still inadequate and needs further revision. The notices remain unclear as to the precise nature of changes and the basis for those changes, and further discussion is needed as to when a notice, as opposed to a CR, is sufficient.

Documents described and as yet unidentified or unknown, which include the change request prioritization process and other links (Issue CM-18). The redesign team has begun to

discuss the change request prioritization process for systems, but has not yet reached final agreement. Prioritization is related to many of the other issues discussed (such as the types of changes, CR initiation process, etc.), and those issues will need to be re-addressed in light of prioritization decisions. A significant related issue yet to be discussed fully is sizing, or level of effort. Although the draft language refers to sizes of effort (small through extra large), no criteria are given for how these determinations are made.

IV. SCHEDULE FOR REMAINING DISCUSSIONS

The schedule of upcoming meetings, including proposed subjects, is attached as Exhibit C and is subject to change based on the progress made by the parties. Qwest has agreed to discuss scheduling of meetings for after the first of the year so that the parties may plan their time and arrange for travel. Eschelon asks that the schedule take into account the numerous additional CMP commitments that have been asked of CLECs since the first schedule was set. Although the year 2001 schedule included 2-3 meetings per month for redesign, the parties said at the time that the meetings would be working sessions to address all issues and minimize any time required of CLECs outside of those meetings. Since then, the number of requests for time outside of the redesign sessions has increased greatly. These requests including reviewing documents and minutes, participating in off-line conference calls and subcommittee meetings, and responding to status reports. CLECs have been requesting CMP improvements for some time, but they should not have to choose now between feast or famine. After waiting some time for change, CLECs cannot suddenly drop everything to attend to the CMP issues at the expense of the other critical issues. If there are 21 business days in a month, and 6 of those days are spent in CMP and CMP redesign meetings, at least 25% of the CLEC's business hours are spent on redesigning Qwest's CMP process. Once additional time outside of those meetings is added, the percentage gets closer to 50%. CLECs have businesses to run. While CMP issues are critical,

other critical issues also need attention. Eschelon asks that these realistic business needs and time constraints be considered in developing the calendar for 2002.

VI. CONCLUSION

Qwest appreciates the time and effort the CLECs have devoted to participating in the redesign of Qwest's CMP. Qwest is confident that the collaborative redesign process will result in an effective CMP that meets CLEC needs and is consistent with industry practices.

Dated this ____ day of November, 2001.

Respectfully submitted,

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