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BEFORE THE ARIZONA CORPORATION COMMISSION

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Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	)	DOCKET NO. T-03406A-06-0257 DOCKET NO. T-01051B-06-0257

DIRECT TESTIMONY

OF

RENÉE ALBERSHEIM

ON BEHALF OF

QWEST CORPORATION

AUGUST 28, 2006

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I IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is Renée Albersheim. I am employed by Qwest Services Corporation, parent company of Qwest Corporation ("Qwest"), as a Staff Witnessing Representative. I am testifying on behalf of Qwest. My business address is 1801 California Street, 24th floor, Denver, Colorado, 80202.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND EMPLOYMENT EXPERIENCE.

A. I have been working in Qwest's Global Wholesale Markets organization since December 2003. Before December 2003, I had worked in Qwest's Information Technologies Wholesale Systems organization since joining Qwest in October 1999. As a Staff Witnessing Representative, I provide support for Qwest's responses to regulatory issues associated with the 1996 Telecommunications Act, FCC orders, state commission decisions, and other legal and regulatory matters.

Prior to becoming a Qwest employee, I worked for 15 years as a consultant on many systems development projects and in a variety of roles, including the following: programmer and systems developer, systems architect, project manager, information center manager and software training consultant. I worked on projects in a number of different industries, including: oil and gas; electric, water and telephone utilities; insurance; fast food; computer hardware; and the military. I also designed and developed a number of applications, including electronic interfaces. During that time, I worked on several of Qwest's Operations Support Systems ("OSS") as a consultant on Human Resources and Interactive Access Billing Systems ("IABS") projects.

In addition to working full-time at Qwest, I also earned a Juris Doctor degree from the University of Denver College of Law and passed the Colorado Bar Examination in October 2001. Prior to attending law school, I received a Master of Business Administration in Management Information Systems from the University of Colorado College of Business and Administration in 1985 and a Bachelor of Arts degree from the University of Colorado in 1983.

Q. HAVE YOU TESTIFIED PREVIOUSLY IN ARIZONA?

A. Yes, I am currently a witness in the Wire Center Impairment Case (TRRO) Docket No. T-01051B-06-0091. I presented testimony in the interconnection agreement arbitration between Covad and Qwest, Docket No. T-03632A-04-0425, and I appeared in the Cost Docket Proceeding, Docket No. T-00000A-00-0194.

Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY COMMISSIONS?

A. Yes. As a witness for Qwest's Global Wholesale Markets organization, I have filed written testimony and appeared before the commissions in Colorado, Minnesota, New Mexico, Utah, Washington and Wyoming. In my job as a witness on matters dealing with Qwest's interconnection agreements and operations support systems, I have also submitted written testimony in Idaho, Iowa, North Dakota, Oregon, South Dakota, Montana, and Nebraska.

II PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to reply to portions of the testimony of Mr. James Webber of Eschelon. I will explain that Mr. Webber fails to differentiate the two expedite processes offered by Qwest that are premised on the long-standing

distinction between designed and non-designed products. I will show that Mr. Webber is incorrect in his assertion that Qwest discriminates against Eschelon in its offering of expedited orders. I will show that Eschelon's current interconnection agreement does not allow Eschelon to demand expedites for designed service orders at no charge. And finally I will show that Mr. Webber's criticisms of the CMP process are misplaced.

III DESIGNED VERSUS NON-DESIGNED SERVICES

Q. DID MR. WEBBER DISTINGUISH BETWEEN DESIGNED AND NON-DESIGNED SERVICES IN HIS TESTIMONY, AND WHY DOES THIS MATTER?

A. No, he did not. Mr. Webber makes several statements in his testimony regarding Eschelon's concern that there is a separate process for expedites of unbundled loops, and he claims that the expedite process for unbundled loops should be the same as that for retail and QPP services. He believes that Qwest makes the distinction based on the fact that there is no retail analog for unbundled loops.[1] Apparently he has not understood the true basis for the distinction. Qwest has established two expedite processes because Qwest has two types of services: designed services and non-designed services.

Q. WHAT IS A NON-DESIGNED SERVICE?

A. A non-designed service, also known as POTS ("Plain Old Telephone Service") is a very basic telephone service. Inventory for a non-designed service is provisioned out of Qwest's Loop Facility Assignment and Control System ("LFACS") database. A non-designed service is identified by a 13-digit code that is a combination of a 3-digit customer code and a 10-digit telephone number. Resale POTS is an example of a non-designed service.

[1] See *In the Matter of the Complaint of Eschelon of Arizona, Inc. Against Qwest Corporation*, Docket No. T-01051B-06-0257, Docket No. T-03406A-06-0257, Direct Testimony of James D. Webber on Behalf of Eschelon Telecom of Arizona, Inc., July 13, 2006 ("Webber Direct") at page 6.

Q. WHAT IS A DESIGNED SERVICE?

A. A designed service is a more complex service. Inventory for a designed service is provisioned out of both LFACS and the Trunk Inventory Record Keeping System ("TIRKS"). A designed service is identified by a circuit id. Provisioning intervals for designed services are generally longer than for non-designed services, as provisioning of designed services is more complex. An unbundled loop is an example of a designed service.

Q. DO QWEST'S PERFORMANCE MEASURES ACCOUNT FOR THE DIFFERENCE BETWEEN DESIGNED AND NON-DESIGNED SERVICES?

A. Yes. Qwest's provisioning Performance Indicator Definitions ("PIDs") consistently distinguish between designed and non-designed services. For example, unbundled loops, which are designed services, are measured separately from resale POTS services, which are non-designed. As I noted above, provisioning designed services is a more complex task. Qwest's provisioning PIDs demonstrate that designed services are expected to take longer to provision, and therefore have longer provisioning intervals. For example, OP-3 is the measure that determines the percentage of orders that Qwest must complete on time – "Commitments Met." For resale and UNE-P (now available commercially as QPP), Qwest must provision these services at parity with Qwest's retail POTS services. The same is true for OP-4 – which measures the standard installation interval.[2] But unbundled loops are not compared to these non-designed services. Because there is no retail analog against which to compare unbundled loops, the FCC, and the industry in general, recognize that comparing unbundled loops to retail POTS is not appropriate. Instead, benchmarks have been established to measure ILEC performance in

[2] Current measures of Qwest's PID performance may be found at http://www.qwest.com/wholesale/results/roc.html .

provisioning Unbundled Network Elements ("UNEs").[3] As a result, Qwest's performance measures track provisioning of unbundled loops separately, and instead of comparing them to retail POTS, unbundled loops are measured against benchmark performance standards. Qwest's fourteen states each have performance assurance plans that monitor Qwest's performance against the PIDs and provide for penalties when Qwest's performance does not meet the appropriate parity or benchmark standards.

Q. WERE QWEST'S PIDS EVALUATED DURING THE 271 APPROVAL PROCESS?

A. Yes. Qwest's performance against the PIDS was evaluated as part of the third party tests conducted here in Arizona and in Qwest's 13 other local states. The FCC determined that Qwest's performance against the PIDs was evidence that Qwest was providing CLECs with a meaningful opportunity to compete in Qwest's local territory.[4]

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[3] See for example *In re Bellsouth Corp.*, 13 FCC rcd 20599, 20717 ¶ 198 (FCC Oct. 13, 1998) "the provisioning of unbundled loops has no retail analogue"; *Id.* at 87 n. 248 "ordering and provisioning of UNEs generally has no retail analogue"; *In re Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 14 FCC Rcd 20912, 20962 n. 248 (FCC Dec. 9, 1999) "Historically, the Commission has held that most UNEs do not have a retail analog."; *21st Century Telecom of Illinois, Inc. v. Illinois Bell Telephone Company*, 2000 Ill. PUC Lexis 489 *74-75 (Ill. PUC June 15, 2000) "work required to provision an unbundled loop is substantially more extensive than work required to do 'line translation' to provision a retail POTS line".

[4] See for example *In the Matter of Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in the States of Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, Washington and Wyoming*, WC Docket No. 02 – 314, FCC 02-232, December 23, 2002, ("9-State 271 Order") at ¶¶ 7, 349, K-4; *In the Matter of Application by Qwest Communications International Inc. for Authorization to Provide In-Region, InterLATA Services in Arizona*, WC Docket No. 03 -194, FCC 03-309, ("Arizona 271 Order") at ¶¶ 2, 16, C-5.

1 **Q. WERE QWEST'S PIDS APPROVED BY THIS COMMISSION?**

2 A. Yes. This Commission evaluated Qwest's PIDS and adopted a performance
3 assurance plan as a condition of its approval of Qwest's 271 Application in
4 Arizona.[5]

5 **Q. HAS THE FCC ENDORSED PERFORMANCE MEASURES THAT RECOGNIZE**
6 **THE DISTINCTION BETWEEN THE PROVISIONING OF DESIGNED AND**
7 **NON-DESIGNED SERVICES?**

8 A. Yes. In numerous decisions, the FCC has explicitly differentiated between
9 unbundled loops (designed services) and POTS (non-designed services), and by
10 approving performance measures that make this distinction had indicated that by
11 definition ILECs give CLECs a meaningful opportunity to compete.[6]

12 **Q. HAVE OTHER DECISIONS RECOGNIZED THAT THE PROVISION OF**
13 **UNBUNDLED LOOPS IS NOT ANALOGOUS TO THE PROVISION OF POTS**
14 **(NON-DESIGN) SERVICES?**

15 A. Yes. Comparing the provisioning of unbundled loops to the provisioning of POTS
16 services is like comparing apples and oranges. Because the two categories of
17 services are substantially different in the amount and nature of work required,
18 Qwest's processes for ordering and provisioning non-designed services differ
19 substantially from its processes for ordering and provisioning designed services.

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[5] *In the Matter of U.S. West Communications Inc.'s Compliance with Section 271 of the Telecommunications Act of 1996*, Docket No. T-00000A-97-0238, Decision No. 64888, June 7, 2002.

[6] See for example, *In Re Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York*, 15 FCC Rcd 3953 ¶ 8 (Rel. Dec 22, 1999); *In re Application of SBC Communications Inc., et al,. Pursuant to Section 271 of the Telecommunications Act of 1996 to Provide In-Region, InterLATA Services in Texas*, 15 FCC Rcd 18354, 18361-18362 ¶ 13 n.33 (FCC Rel. June 30, 2000); *In re Application by Verizon New England Inc. et al., for Authorization to Provide In-Region, InterLATA Services In Maine, 17 FCC Rcd 11659 ¶ 7 (FCC Rel. June 19, 2002).*

This is a well-known difference in the industry and is supported by many commission decisions.[7]

IV EXPEDITES

Q. HAS MR. WEBBER CORRECTLY STATED THE FACTS REGARDING HOW EXPEDITES ARE HANDLED FOR QWEST'S VARIOUS CUSTOMERS?

A. No. For example, Mr. Webber states on page 12 of his testimony, "The emergency-based Expedites Requiring Approval process has been available and used by the Parties for the entire term of the existing ICA, until recently due to Qwest's unilateral decision to deny Eschelon's expedite requests." As I will explain below, Mr. Webber's statement is over-broad, and is not an accurate reflection of how Qwest handles expedites today, nor does he accurately describe how expedites have been handled over time.

Q. WHAT IS AN EXPEDITE?

A. Qwest provisions services – whether designed services like unbundled loops, or non-design services like resold POTS – according to standard intervals. These intervals were defined in the 271 process, and later in Change Management Process ("CMP") to ensure parity with Qwest's retail intervals when there is a comparable retail product.[8] There are times, however, when a CLEC such as Eschelon wants to "expedite" an order and obtain a circuit more quickly. In other words, there are times when the CLEC wants to obtain superior service to that which Qwest provides to its own customers. In the CMP, these are defined as

[7] See for example *In re Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide IN-Region, InterLATA Service in the State of New York,* 15 FCC Rcd 3953, FCC 99-404, ¶44 (Rel. Dec. 22 , 1999) (regarding different standards to show nondiscrimination, for services that have an analogue versus those that do not have an analogue); *In Re U.S. WEST Communications, Inc.*, 2002 WL 1378630, Decision No. 64836 ¶6 (Ariz. Corp. Comm. May 21, 2002); (" In the Bell Atlantic New York Order the FCC stated that the ordering and provisioning of network elements has no retail analogue...").

[8] I will discuss the CMP separately below.

requests for "expedites." So an expedite is a mechanism to request that an order be provisioned more quickly.

Q. HOW DID QWEST DEVELOP ITS CURRENT EXPEDITE PROCESS?

A. As discussed more fully in the testimony of Qwest witness Jill Martain, in February 2004, Covad submitted a change request to the CMP requesting an expedite process for design services, like unbundled loops. In the past, when a CLEC wanted to expedite an order, it had to establish that the expedite request was justified based upon a set of defined rationale. For example, it could show that the order presented a "medical emergency." Qwest would then analyze the request, either agree or disagree with the explanation that the request fell within one of the accepted categories for expediting an order, and treat the order accordingly. This resulted in debate and discussion about whether the standard was satisfied. CLECs wanted more certainty than this process provided, hence Covad's change request. Via the CMP, Qwest established a procedure through which Qwest would provide expedites to CLECs via one of two options detailed in Qwest's PCAT.[9] Which option applies depends on the product being ordered.[10]

The first option is referred to as "Pre-Approved Expedites". Per the PCAT, this option requires language in CLEC Interconnection Agreements supporting expedited requests with a "per day" expedite rate. "Pre-Approved Expedites" allow expedites for designed services. While a rate applies, the CLEC does not

[9] The term PCAT is derived from the words Product CATalog. At Qwest, PCATs have evolved into documents that contain much more than product information. They include all the processes and procedures necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing and maintenance and repair services from Qwest. All of Qwest's PCATs can be found on Qwest's Wholesale website at www.qwest.com/wholesale .

[10] Qwest's current expedite process is explained in the Expedites and Escalations PCAT, attached as Exhibit RA-1.

need to justify its reasons for seeking the expedite; it can request an expedite for any reason at all.

The second option applies to products not covered in "Pre-Approved Expedites." In other words, the second option applies to non-designed services. This is referred to in the PCAT as "Expedites Requiring Approval". When an expedite is justified for these products, expedite charges do not apply.

The primary distinction is that the process defined and created in the CMP differentiates between design services and non-design (POTS) services. Eschelon wants to circumvent CMP, and apply the process meant for non-designed services to all services. Qwest makes the differentiation on the retail side of its business, and provides expedites to its retail POTS customers and its retail design services customers using two completely different processes.

Q. HAVE CLECS INTERESTED IN OBTAINING EXPEDITED ORDERS FOR UNBUNDLED LOOPS OPTED INTO THE CURRENT EXPEDITE PROCESS CREATED IN THE COMMISSION APPROVED CMP?

A. Yes. A number of CLECs have agreed to the CMP approved expedite process by signing various agreements, whether they are commercial agreements, expedite amendments, or interconnection agreements containing terms allowing for expedites for designed services. Eschelon is the only company of which Qwest is aware that wants to expedite orders for unbundled loops that has not executed the amendment for the new process.

Q. MR. WEBBER CLAIMS THAT QWEST'S EXPEDITE PROCESS FOR UNBUNDLED LOOPS IS DISCRIMINATORY. IS HE CORRECT?

A. As I will explain below, Qwest provides expedites for free for non-designed services under a specified set of circumstances to all of its customers – retail and

CLECs alike. Qwest provides expedites for designed services to all of its customers – retail and CLECs alike – at a rate of $200 per day.[11]

Q. HOW ARE EXPEDITES HANDLED FOR QWEST'S CUSTOMERS (WHETHER RETAIL OR CLECS) WHO PURCHASE DESIGN SERVICES IN ARIZONA?

A. In Arizona, all customers have access to expedites for designed services at a rate of $200 per day.

Q. HOW ARE EXPEDITES HANDLED FOR QWEST'S CUSTOMERS WHO PURCHASE POTS SERVICES (NON DESIGN SERVICES) IN ARIZONA?

A. In Arizona, all customers, both retail customers and CLECs, have access to expedites for free under the following list of conditions:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service
- (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order
- activity where the end-users business is being critically affected[12]

[11] Expedites for designed services are not offered to any customers, retail or CLEC, in the state of Washington.
[12] See Exhibit RA-1, Expedites and Escalations PCAT.

Q. DOES QWEST DISCRIMINATE AGAINST ANY OF ITS CUSTOMERS WITH REGARD TO EXPEDITING ORDERS?

A. Absolutely not. Qwest uses one set of processes for design services, and one set of processes for POTS services. This is true whether the customer is a retail customer or a CLEC.

Q. ON PAGE 29 OF HIS TESTIMONY, MR. WEBBER DESCRIBES THE BASIS FOR HIS CONCLUSION THAT QWEST PROVIDES EXPEDITES TO ITS RETAIL CUSTOMERS THAT IT DENIES TO ESCHELON. IS HIS CONCLUSION VALID?

A. No. Mr. Webber states, "Qwest does not charge (or waives) non-recurring charges – one of which is the expedite fee – for the reestablishment of service in the case of fire, flood or other occurrences attributed to an Act of God." The key words in Mr. Webber's statement are "reestablishment of service". He is speaking of a situation where a customer needs repair. The facts of this complaint refer to Eschelon's desire for an expedite of an order. It is very important to distinguish ordering from repair. When you are seeking a repair, you are seeking to have something that is not working restored to working order. When you are placing an order, you are seeking to change the state of your service, whether it is to establish new service, change the features of existing service, or disconnect service. Ordering and requests for repair are entirely different processes. As Qwest witness Jean Novak explains in detail, Eschelon issued an order in error to disconnect the Marc Center. Eschelon later submitted an order to establish service at the Marc Center, and Eschelon asked Qwest to expedite the due date for that order. Mr. Webber's entire discussion of repair is irrelevant to the present complaint.

Q. IS IT APPROPRIATE THAT THE EXPEDITE CHARGE SHOULD BE THE SAME FOR CLEC CUSTOMERS AS IT IS FOR ALL OTHER QWEST CUSTOMERS?

A. Yes. This is the essence of non-discrimination. In its Motion for Summary Judgment, Eschelon claims that it is entitled to receive expedites in under the same terms and conditions under which Qwest offers expedites to itself and its other customers.[13] That is precisely what Qwest has offered to Eschelon. The fact that Eschelon has refused to accept the terms does not mean in any way that Qwest has discriminated against Eschelon.

Q. MR. WEBBER CLAIMS THAT QWEST'S DISCRIMINATES IN THE RATES THAT HAVE BEEN SET. HOW DO YOU RESPOND?

A. On page 31-34 of Mr. Webber's testimony, Mr. Webber states that it is unfair to charge $200 per day to expedite orders for unbundled loops and $0 to expedite orders for POTS services when emergency conditions exist. Mr. Webber rationalizes that Eschelon uses the unbundled loops to provide POTS services in competition with Qwest's POTS offerings. This argument is faulty in a number of ways.

First, the Commission has already determined that DS1 Capable Loops and DS3 Capable Loops have a retail analogue; specifically, DS1 and DS3 private lines respectively. Just as with Eschelon, Qwest's retail customers often use these private lines to provide multiple voice lines within an office. Thus, Eschelon and Qwest use these comparable facilities to perform the exact same function. When a retail customer orders a private line from Qwest and asks for an expedited due date, the $200 per day expedite charge applies.

[13] See *In the matter of the Complaint of Eschelon Telecom of Arizona, Inc. Against Qwest Corporation,* Docket No. T-01051B-06-0257, T-03406A-06-0257, Eschelon Telecom of Arizona, Inc.'s Memorandum in Support of its Motion for Summary Judgment or, In the Alternative Partial Summary Judgment, July 13, 2006, at page 20.

Second, as I noted above, every commission to analyze the issue recognizes that unbundled loops and POTS services are not comparable insofar as ordering and provisioning are concerned. Mr. Webber's arguments are improperly premised upon a finding that that these services are comparable.

Q. IN FACT, CAN ESCHELON OBTAIN EXPEDITES FOR UNBUNDLED LOOPS AT RATES, TERMS AND CONDITIONS THAT ARE BETTER THAN WHAT QWEST PROVIDES TO ITS COMPARABLE RETAIL CUSTOMERS.

A. Yes. Eschelon is able to get high capacity loops from Qwest at rates, terms and conditions that are superior to what Qwest provides to its own customers. Qwest's standard provisioning interval for DS1 and DS3 private lines is 9 days. In stark contrast, CLECs – including Eschelon- can obtain a DS1 capable loop in 5 days and a DS3 capable loop in 7 days. Thus if a customers orders a DS1 capable loop from Eschelon and wants the line delivered in one day, the order will have to be expedited 5 days, and it would cost the customer $1000 ($200 per day for 5 days). However if the same customer comes to Qwest and orders a DS1 private line and wants the line delivered in one day, the order will have to be expedited 9 days, and it would cost the customer $1800 ($200 per day for 9 days). Thus Eschelon is actually getting superior rates and conditions.

Q. DOES ESCHELON ACKNOWLEDGE THAT IT CAN OBTAIN SERVICE AT IMPROVED RATES AND CONDITIONS?

A. Functionally, yes. Eschelon admits this fact by stating that it paid $1800 to obtain an expedite on a private line via Qwest's special access tariff.[14] If Eschelon had signed an Expedite Amendment to its Interconnection Agreement, it would have received the expedited DS1 Capable Loop at a charge of $1000.

[14] See *In the matter of the Complaint of Eschelon Telecom of Arizona, Inc. Against Qwest Corporation,* Docket No. T-01051B-06-0257, T-03406A-06-0257, Eschelon Telecom of Arizona, Inc.'s Memorandum in Support of its Motion for Summary Judgment or, In the Alternative Partial Summary Judgment, July 13, 2006, at page 6.

Q. IF ESCHELON DOES NOT WANT TO PAY THE $200 PER DAY EXPEDITE CHARGE FOR AN UNBUNDLED LOOP, DOES ESCHELON HAVE OPTIONS?

A. Yes. The way to obtain expedites without paying expedite charges is to order non-designed services. Rather than an unbundled loop, Eschelon does have the option of ordering a resale POTS service, or the option of signing a commercial agreement for QPP POTS service.[15] On the other hand, unbundled loops are designed services. If Eschelon requires unbundled loops, and wishes to expedite orders for unbundled loops, Eschelon must be willing to pay the same expedite charge for these designed services that all Qwest customers pay - $200 per day.

Eschelon routinely uses QPP to serve its own customers. Indeed, as explained in the testimony of Jean Novak, Eschelon contemplated using QPP to serve the Marc Center, but for unknown reasons, opted against it.

V ESCHELON'S CURRENT INTERCONNECTION AGREEMENT

Q. DID MR. WEBBER CORRECTLY IDENTIFY THE TERMS OF ESCHELON'S INTERCONNECTION AGREEMENT WITH REGARD TO EXPEDITES?

A. No. A significant premise of Mr. Webber's argument is that Eschelon's current interconnection agreement allows Eschelon to request expedites for unbundled loops.[16] In fact, the very provisions of the interconnection agreement that Mr. Webber cited make it clear that Qwest (then US WEST) makes the determination as to whether an expedited interval will be provided.

> 3.2.2.13 Expedites: U S WEST shall provide CO-PROVIDER the capability to expedite a service order. Within two (2) business hours after a request from CO-PROVIDER for an expedited

[15] QPP is Qwest's commercial offering that replaces UNE-P, which the FCC determined was no longer a UNE.

[16] See *Webber Direct* at page 9.

order, **U S WEST shall notify CO-PROVIDER of U S WEST's confirmation to complete, or not complete, the order within the expedited interval.** (emphasis added)[17]

Q. DOES THE ESCHELON ICA SPECIFICALLY GIVE QWEST THE UNILATERAL RIGHT TO REJECT A REQUEST FOR AN EXPEDITE?

A. Yes. As the language quoted above clearly indicates, Qwest decides whether or not the request for an expedited interval will be completed.

Q. DID ESCHELON NEGOTIATE ITS OWN INTERCONNECTION AGREEMENT WITH QWEST?

A. No. Eschelon opted into AT&T's Interconnection Agreement.

Q. WHAT DOES AT&T'S INTERCONNECTION AGREEMENT SAY REGARDING EXPEDITES?

A. As Mr. Webber pointed out, the AT&T Interconnection agreement that Eschelon opted into states:

> 3.2.2.13 Expedites: U S WEST shall provide CO-PROVIDER the capability to expedite a service order. Within two (2) business hours after a request from CO-PROVIDER for an expedited order, U S WEST shall notify CO-PROVIDER of U S WEST's confirmation to complete, or not complete, the order within the expedited interval.

Q. DID QWEST AND ESCHELON NEGOTIATE AN EXPEDITE PROCESS?

A. The only negotiations between Qwest and Eschelon have occurred within the context of CMP. As explained in the testimony of Jill Martain, Qwest and the

[17] Note that this section of Eschelon's Interconnection Agreement, contained in Att. 5, which Mr. Webber cited on page 9 of his testimony, pertains to Business Process Requirements. This section is a generalized document of procedures and it makes no mention of unbundled loops. Specifics regarding unbundled loops are contained in Att. 3. So there is no explicit statement that expedites will be provided for unbundled loops in Eschelon's current contract.

CLEC community including Eschelon modified the expedite process many times in the CMP. As Qwest witness Jill Martain explains, Eschelon did not complain about this process until November of 2005. Instead, Eschelon took advantage of the myriad of changes made by the CMP to the expedite process. Moreover, CMP is the industry recognized process for making product and process changes. Eschelon's substantial involvement in the process – including successfully obtaining 188 of Eschelon's 228 proposed changes in CMP – makes this very point. CMP is the process that satisfies the requirement for a mutually developed process set forth in the ICA.

Q. DID QWEST AND ESCHELON EVER ATTEMPT TO NEGOTIATE AN EXPEDITE PROCESS PER THE CONTRACT THAT ESCHELON OPTED INTO?

A. No. The only discussions that Qwest has ever had with Eschelon about the expedite process have occurred in CMP. Thus, the CMP has always been the process used by Qwest and Eschelon to create expedite processes.

Q. DOES THE ESCHELON ICA SPECIFICALLY RECOGNIZE THAT QWEST IS ENTITLED TO OBTAIN A PAYMENT FOR EXPEDITING ORDERS?

A. Yes. The same portion of the interconnection agreement that Mr. Webber cites, Att. 5, contains three specific statements that expedite charges may apply:

> 3.2.4.2.1 If CO-PROVIDER requests a due date earlier than the standard due date interval, then **expedite charges may apply.** (emphasis added)

> 3.2.4.3.1 If CO-PROVIDER requires a due date earlier than the U S WEST offered due date and U S WEST agrees to meet the CO-PROVIDER required due date, then that required due date becomes the committed due date and **expedite charges may apply.** (emphasis added)

> 3.2.4.4 Subsequent to an initial order submission, CO-PROVIDER may request a new/revised due date that is earlier than the committed due date. If U S WEST agrees to meet that new/revised due date, then that new/revised due date becomes the committed due date and **expedite charges may apply.** (emphasis added)

Thus, the Eschelon ICA makes plain in three separate provisions that fees may apply for expediting services. The ICA never states that Eschelon is entitled to obtain an expedited due date for free.

Q. SO WHAT IS THE CURRENT STATUS OF ESCHELON'S INTERCONNECTION AGREEMENT REGARDING EXPEDITES?

A. Because Eschelon has not signed an expedite amendment to its current interconnection agreement, Eschelon only has access to expedites per the terms of its agreement with Qwest. Eschelon's current agreement gives Qwest the discretion to determine when expedites will be provided. Based on Qwest's current processes and procedures, which are governed by the CMP and not by the terms of interconnection agreements, Qwest offers expedites for free for non-designed services under specific circumstances outlined in Qwest's PCAT. Qwest offers expedites at a fee of $200 per day to those CLECs who have terms in their interconnection agreement regarding expedites for designed services, or who have signed an expedite amendment. Eschelon does not have terms in its interconnection agreement permitting expedites for designed services, and Eschelon has refused to sign an expedite amendment. Based on its interconnection agreement and Qwest's processes and procedures for expedites, Eschelon does not have access to expedites for designed services, therefore Eschelon does not have access to expedites for unbundled loops.

Q. DOES THE CURRENT EXPEDITE PROCESS CREATED IN CMP VIOLATE THE TERMS OF THE ESCHELON INTERCONNECTION AGREEMENT?

A. No. As I stated above, the expedite process created in the CMP constitutes a process or procedure. Processes and procedures are managed in the CMP and are not intended to be part of interconnection agreements, which are documents of terms and condition. As Mr. Webber indicated, the CMP Document itself states that processes developed in the CMP do not trump terms of individual interconnection agreements.[18] As I noted above, Eschelon has no terms in its interconnection agreement regarding the specific processes and procedures for expedites. Therefore, the expedite process developed in the CMP does not violate Eschelon's interconnection agreement. And since Eschelon did not negotiate terms for expedites as part of its interconnection agreement, Mr. Webber's discussion of section 7.1 of the ICA, regarding amendments to the interconnection agreement, cited on page 13 of his testimony is not applicable to this dispute.

Q. MR. WEBBER CITES LANGUAGE FROM THE ICA RELATING TO MAINTENANCE AND REPAIR ON PAGE 20 OF HIS TESTIMONY. DOES THIS LANGUAGE HAVE ANYTHING TO DO WITH THIS DISPUTE, AND EXPEDITING ORDERS?

A. Not at all. First, the sections cited by Mr. Webber make no mention of expedites. Second, as I noted above, this specific dispute is about an expedite request for an order. The FCC has long recognized the differences between ordering, and repair. In fact the FCC recognizes five separate functions, and based its section 271 analysis of Qwest's systems on these five separate functions:

> Under checklist item 2, a BOC must demonstrate that it provides nondiscriminatory access to the five OSS functions: (1) pre-ordering;

[18] See Exhibit RA-1, Section 1.0 Introduction and Scope.

(2) ordering; (3) provisioning; (4) maintenance and repair; and (5) billing.[19]

Again, Mr. Webber's discussion of maintenance and repair is irrelevant and clouds the issue. While Qwest does offer expedites for repair, the issue in dispute is not about a request for repair. The questions in this case concern ordering.

Q. SHOULD ESCHELON BE BARRED FROM ARGUING THAT THE EXPEDITE PROCESS DEVELOPED IN CMP VIOLATES ITS ICA?

A. Absolutely. As shown above, the expedite process developed in CMP that requires payment of a $200 per day fee does not violate any of the express terms of Eschelon's ICA. Eschelon has routinely utilized the process changes developed in CMP to its benefit. Eschelon has personally requested 94 change requests in CMP for product and process changes; of these 73 have been adopted. In each instance, Eschelon has never obtained a modification to its ICA. Instead, the parties continued operating under the existing ICA, while utilizing the new CMP approved processes. This is exactlty what should occur for expedites. But Eschelon is now arguing that a process violates its ICA because it was developed in CMP. Eschelon's position is inconsistent with its own prior conduct.

Q. IS MR. WEBBER'S TESTIMONY ABOUT THE SPECIFICS OF THE PROBLEM AT THE MARC CENTER ACCURATE WITH REGARD TO THE SERVICES INVOLVED?

A. No. First, the details regarding Eschelon's ordering error and the impact on its customer, the Marc Center, will be discussed in detail by Qwest Witness Jean Novak. I will concentrate here on a discussion of the services. Mr. Webber

[19] See 9 State Order at ¶ 34.

claims on page 28 of his testimony that Qwest violates its obligation not to discriminate because it provides expedites to its resale and QPP customers. Mr. Webber is comparing apples to oranges. When Mr. Webber speaks of resale and QPP, he is speaking of POTS services, which as I discussed above are non-designed services. This is true because he claims that expedites are available for these services for free. As I explained above, orders for non-designed services can be expedited for free under specific circumstances. The service at issue in this complaint was a DS1 capable loop, in other words, a high capacity loop. This is a designed service. As I have already discussed above, expedites are only available for designed services at a fee of $200 per day, and only if a party's interconnection agreement permits. So Mr. Webber's comparison is not appropriate, and is not evidence that Qwest discriminates in any way.

Q. MR. WEBBER'S TESTIMONY CONTAINS A SIGNIFICANT DISCUSSION WITH REGARD TO DISCRIMINATION. IS QWEST PERMITTED TO DISCRIMINATE?

A. Certainly not. In fact the terms of the interconnection agreement explicitly state that Qwest is required to treat all CLECs in the same manner:

> 31.1 U S WEST shall conduct all activities and interfaces which are provided for under this Agreement with CO-PROVIDER Customers in a carrier-neutral, nondiscriminatory manner.[20]

Ironically, what Eschelon seeks here, expedites for unbundled loops (designed services) under the terms meant for non-designed services, is to receive preferential treatment as compared to every other CLEC. Eschelon is asking this Commission to force Qwest to give Eschelon different (better) terms than Qwest gives to all other CLEC and retail customers. That is not appropriate.

[20] Eschelon Interconnection Agreement, PartA.

VI THE CHANGE MANAGEMENT PROCESS

Q. WHAT IS THE CMP?

A. From a CLEC's perspective, the purpose of CMP is to provide CLECs with a meaningful opportunity to modify Qwest's systems, processes and procedures. From Qwest's perspective, CMP is to ensure that Qwest can implement uniform systems, processes and procedures so it can train its people and perform at a consistently high level of quality for its wholesale customers. For all parties, the CMP provides a uniform mechanism for communications about Qwest's systems, processes and procedures.

Q. WHAT IS THE PURPOSE OF THE CMP?

A. CMP was established for the specific purpose of ensuring that system and process changes are clearly communicated to CLECs. It allows all CLECs to participate in Change Request ("CR") clarification and solution design meetings. CMP further provides detailed tracking of each CR through to final disposition, so that any interested party can track the status of any particular CR. Further, the CMP allows all CLECs to learn about and anticipate the impacts a change may have on their operations, and to voice concerns and request changes to mitigate adverse impacts associated with a change. CMP was created to allow such CLECs to voice their concerns and work toward an equitable solution that better meets the larger community's needs. CLECs participated with Qwest in designing the CMP and have accepted it as the mechanism for changing systems that affect multiple CLECs. The CMP process provides an established forum and, more importantly, existing procedures designed to ensure that the needs of the broader CLEC community are addressed.

1 **Q. HOW WAS THE CMP CREATED?**

2 A. The current CMP was designed by a joint group that included Qwest and a
3 number of CLECs. Eschelon was an active participant in this process. Meetings
4 took place between the fall of 2001 and the fall of 2002. The end result was the
5 Wholesale Change Management Process Document which governs the CMP
6 today.[21]

7 **Q. IS QWEST OBLIGATED TO PROVIDE A CMP?**

8 A. Yes. In order to receive approval from the FCC to provide long distance, ILECs
9 like Qwest were required to establish that they met the criteria of a 14-point
10 checklist. Checklist Item 2 involved required the ILECs to provide access to
11 Unbundled Network Elements ("UNEs"). One of the required UNEs was access
12 to Operational Support Systems ("OSS"). The FCC stated, "The Commission
13 has explained that it must review the BOC's change management procedures to
14 determine whether these procedures afford an efficient competitor a meaningful
15 opportunity to compete by providing sufficient access to the BOC's OSS."

16 **Q. DID THE FCC DETERMINE THAT QWEST'S CMP AFFORDS AN EFFICIENT**
17 **COMPETITOR A MEANINGFUL OPPORTUNITY TO COMPETE?**

18 A. Yes. The FCC stated, "We find that Qwest's current Change Management
19 Process ("CMP") is clearly drafted, well organized, and accessible." In fact, the
20 FCC noted that Qwest' CMP covers more than was required by the FCC, as it
21 includes changes to products and processes.

22 We also note that the Commission has recognized that changes that do
23 not impact OSS interfaces are not necessarily required to be part of a
24 change management process.

[21] I have attached the current CMP Document as Exhibit RA-2.

The FCC also noted, "We find in particular that Qwest's CMP provides competitive carriers with substantial opportunities to address Qwest's proposed changes and to initiate their own changes." And the FCC stated,

> We find that the Qwest CMP provides a sufficient mechanism for resolving impasses between Qwest and competitive LECs. The CMP provides a detailed process for escalations whereby a Qwest employee (Director or above) is assigned to the escalation. In the event the competitive LEC wishes to further dispute an issue, there is a defined dispute resolution process which provides for arbitration, mediation, or submission to the appropriate regulatory agency.

Q. HAS THE CMP BEEN EVALUATED BY THIS COMMISSION?

A. Yes. As a part of Qwest application for Section 271 approval in this state, this Commission reviewed Qwest's CMP. This Commission found that Qwest's CMP met the requirements of Section 271.[22]

Q. HOW IS THE CMP GOVERNED?

A. The processes and procedures for the CMP and the roles and responsibilities of the CMP participants are clearly delineated in the Qwest Wholesale Change Management Process Document. The provisions of this document were developed jointly by Qwest and CLECs.

Q. WHAT IS THE SCOPE OF CMP?

A. As stated in the CMP Document, the CMP manages changes to:

> Operations Support Systems (OSS) Interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning,

[22] *In the Matter of U.S. West Communications Inc.'s Compliance with Section 271 of the Telecommunications Act of 1996*, Docket No. T-00000A-97-0238, Decision No. 66224, August 28, 2003.

maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users. This CMP is applicable to Qwest's 14 state in-region serving territory.

Q. DO CHANGES MADE VIA THE CMP TRUMP PROVISIONS CONTAINED IN INDIVIDUAL CLEC INTERCONNECTION AGREEMENTS?

A. No. Mr. Webber cited the following provision, but it is worth noting again. The CMP Document clearly states in its introduction:

> In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

None of the parties believed that the CMP should be used as a mechanism to subvert commitments established via Interconnection Agreements. But the converse should also be true. Interconnection Agreements should not be used as a mechanism to subvert the CMP. Interconnection Agreements should not contain such product, process and systems operational specifics that these items cannot be managed via the CMP as intended. Any such provisions in an interconnection agreement would make it impossible for the CMP participants to change processes without first obtaining an amendment (and agreement from the parties) to that Interconnection Agreement.

Q. MR. WEBBER SUGGESTS ON PAGE 18 OF HIS TESTIMONY THAT ESCHELON HAS NO CHOICE BUT TO PARTICIPATE IN CMP, AND THE REMAINDER OF HIS CMP DISCUSSION SUGGESTS THAT ESCHELON AND OTHER CLECS ARE AT THE MERCY OF QWEST IN THE CMP. DOES ESCHELON'S PARTICIPATION IN THE CMP REFLECT THIS?

A. Not at all. As I will demonstrate below, Eschelon has been a very active and very vocal participant in CMP and has had a significant influence on CMP outcomes.

Q. DID ESCHELON PARTICIPATE IN THE CMP REDESIGN DISCUSSED ABOVE?

A. Yes. According to the records of the CMP Redesign, Eschelon was an active and vocal participant in the CMP Redesign process, meaning that Eschelon had a hand in the design of the CMP as it exists today.[23]

Q. HAS ESCHELON BEEN AN ACTIVE PARTICIPANT IN CMP MEETINGS?

A. Yes. A review of CMP Meeting Minutes indicates that since April 2001, Eschelon has had representatives present at all 130 Monthly Systems CMP meetings, and all 65 monthly Product and Process meetings.[24] Additionally, for all but a portion of one meeting, Eschelon has had more than one representative present. Eschelon has had as many as six representatives present for one individual meeting.

Q. HAS ESCHELON SUBMITTED CHANGE REQUESTS TO THE CMP?

A. Yes. Through June of 2006, Eschelon submitted 134 Systems change requests and 94 Product and Process change requests to the CMP. The vast percentage

[23] CMP Redesign Meeting minutes and participant records are available on Qwest's Wholesale website at http://www.qwest.com/wholesale/cmp/redesign.html .

[24] Participants may appear at meetings in person or by telephone. CMP Meeting minutes can be found at http://www.qwest.com/wholesale/cmp/teammeetings.html .

– 82% – of Eschelon's change requests (115 of the systems change requests and 73 of the product and process change requests) have been accepted by Qwest and sent on through the CMP process.[25]

Q. HAS ESCHELON OBJECTED TO QWEST NOTIFICATIONS?

A. Yes. Through May 2006, Qwest received 63 requests to change the disposition or objections to a Qwest Product or Process Level 1 through Level 4 notice from all CLECs combined. Of these 63, 41 challenges came from Eschelon. In response to 52 of the 63 challenges, through discussion with the CLEC community, Qwest retracted the notice, modified the PCAT wording, changed the disposition level of the notice, or retracted the notice and submitted a change request in its place. Of the remaining 11, after further clarification was provided by Qwest, there was no need for Qwest to provide any change to the notification or PCAT wording.

Q. WHAT IS THE CMP OVERSIGHT COMMITTEE?

A. Per Section 18.0 of the CMP Document, the Oversight Committee exists to resolve disputes that cannot be resolved via other available dispute resolution mechanisms outlined in the CMP Document. These issues include:

- Improper notification under CMP
- No notification under CMP
- Issues regarding scope of CMP
- Failures to adhere to CMP
- Interpretations of CMP
- Gaps in CMP

[25] Eschelon has submitted more change requests to the CMP than any other CLEC. Contrary to Mr. Webber's assertion at page 18 of his testimony that Eschelon is a "large wholesale customer", the proportion of change requests that Eschelon has submitted in comparison to other CLECs is much larger that the proportion of revenue that Qwest receives from Eschelon as a customer.

The Oversight Committee is comprised of one participant from Qwest, one participant each from six CLECs, and one participant from each state commission that wishes to participate.

Q. IS ESCHELON A MEMBER OF THE CMP OVERSIGHT COMMITTEE?

A. Yes. Based on the Oversight Committee Roster posted on Qwest's Wholesale website, Eschelon is represented on the Oversight Committee by Bonnie Johnson. As a participant on the Oversight Committee, Eschelon has an even greater degree of influence over the CMP.

Q. MR. WEBBER'S DISCUSSION OF THE CMP ON PAGES 18-20 SUGGESTS THAT QWEST HAS THE POWER TO ACT ARBITRARILY IN THE CMP. IS THIS TRUE?

A. Absolutely not. As discussed in great detail in the testimony of Jill Martain and I will discuss below, the CMP contains provisions that prohibit Qwest from acting arbitrarily. It also contains provisions that give CLECs several means to object to any actions taken by Qwest in the CMP.

Q. IS QWEST PERMITTED TO DENY CLEC CHANGE REQUESTS, AS IT APPARENTLY DID SOME OF ESCHELON'S CHANGE REQUESTS?

A. Yes. The CMP governing document allows Qwest to deny a change request for one or more of the following reasons:

- Technologically not feasible – a technical solution is not available
- Regulatory ruling/Legal implications – regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)

- Outside the Scope of the Change Management Process – the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information

- Economically not feasible – low demand, cost prohibitive to implement the request, or both

- The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these concepts to CRs that Qwest originates.

The CMP designers, which included CLECs, determined that it was reasonable for Qwest to be able to deny change requests for those listed reasons.

Q. DOES QWEST'S ABILITY TO DENY CRS AS PERMITTED BY THE CMP DOCUMENT MEAN THAT QWEST CAN ACT ARBITRARILY IN THE CMP?

A. Not at all. First a denial must be for one of the reasons listed above. But a denial is not the end of the road for the CR. The CMP Document provides several options to CLECs who wish to object to the denial. The CMP Document also provides several options for CLECs who wish to object to a change submitted to the CMP by Qwest.

- Chapter 14 details the Escalation process that CLECs may use to object to a change. Qwest is obligated to respond to escalations based on the procedures outlined in this chapter.

- Chapter 15 details the Dispute Resolution Process that permits Qwest or a CLEC to take an item that has not been resolved to arbitration or to a state commission for resolution.

- Chapter 16 provides the procedures for making an Exception Request to the CMP for a change that is an exception to normal CMP processes. Such a change requires a Vote of the CMP members.

- Chapter 17 explains the voting procedures at the CMP when votes are required. Key to this section is the provision that every carrier (including Qwest) has 1 vote in the CMP.

- Chapter 18 details the process for submitting disputes to the CMP Oversight Committee for Review.

Q. IF QWEST DENIES A CR BECAUSE IT IS ECONOMICALLY NOT FEASIBLE, CAN THIS CR STILL BE ACCOMPLISHED?

A. Yes. The CMP Document contains a Special Change Request Process (SCRP), which may be invoked for such a CR. This process allows a CLEC to fund the work to be done by Qwest.

Q. IS QWEST PERMITTED TO MAKE ANY CHANGES WITHOUT FIRST NOTIYING CLECS?

A. Only in a very specific circumstance. Chapter 5 of the CMP Document provides details regarding procedures for the types of product and process changes that Qwest can make. In section 5.4, the document states that only Level 0 product and process changes are deemed effective immediately, without notification to CLECs. These changes "are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures." An example of a Level 0 change is the correction of a typographical error. All other product and process changes require notification to CLECs. The notification process gives CLECs the opportunity to comment on or object to the identified change. If CLECs are not satisfied with Qwest's response to their objections, then they have recourse via the mechanisms listed above. As noted above, Eschelon has made objections to Qwest notifications, and Qwest has responded.

1 **Q. IS MR. WEBBER'S TESTIMONY THAT THE EXPEDITE PROCESS WAS**
2 **SUDDENLY CHANGED AFTER SIX YEARS CREDIBLE, GIVEN ESCHELON'S**
3 **ACTIVE PARTICIPATION IN THE CMP?**

4 A. No. It is clear that Eschelon was well aware of the changes to the expedite
5 process. In fact, as Qwest witness Jill Martin will discuss in detail, Eschelon
6 made a number of comments on the record during the evolution of the expedite
7 process.

8 **VII CONCLUSION**

9 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

10 A. My testimony demonstrates that Qwest does not discriminate against any
11 customer in the provisioning of expedites. All customers have access to
12 expedited orders for non-designed services for free under specific
13 circumstances. All customers have access to expedited orders for designed
14 services for $200 per day. Through this complaint, Eschelon is seeking special
15 treatment that would give Eschelon alone access to expedites for designed
16 services for free. My testimony demonstrates that by its pattern of conduct,
17 Eschelon has taken full advantage of the CMP and that Qwest has not and
18 cannot act arbitrarily in the CMP. Finally, my testimony demonstrates that Qwest
19 is operating in full compliance with the terms of Eschelon's Interconnection
20 Agreement.

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

22 A. Yes, it does.

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM A. MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN K. MAYES
Commissioner
BARRY WONG
Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	)	DOCKET NO. T-03406A-06-0257 DOCKET NO. T-01051B-06-0257

EXHIBITS

OF

RENÉE ALBERSHEIM

ON BEHALF OF

QWEST CORPORATION

AUGUST 28, 2006

Arizona Corporation Commission
DOCKET NO. T-03406A-06-0257
DOCKET NO. T-01051B-06-0257
Qwest Corporation
Exhibits of Renée Albersheim
Exhibit RA-1

Expedites and Escalations Overview - V41.0

History Log

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our Service Interval Guide (SIG) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the "Pre-Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

Expedites Requiring Approval

For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service) the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood

- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-866-434-2555 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271.

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required

For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required

For requests that require a dispatch, the Network organization is

contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services

For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

Approved Expedited Requests

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.

Note: Resold Designed products are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

For products other than the Resold Design products identified below, if your contract does not contain the appropriate expedite language, you will not be able to expedite the request unless the expedite is due to a Qwest caused reason.

The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).

An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on

an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

Note: If the ASR/LSR you are submitting requests a same day due date, your request must be received before 12 noon MT.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed using the standard interval that is defined in the Standard Interval Guide for Resale, UNE and Interconnection Services.

Following is a list of the products, which require expedite language in the ICA and may be expedited that will receive the appropriate Expedite Charge:

- UBL
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- Port In/Port Within associated with any of the applicable designed products listed above
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (IIS Only)
- DPAs (multiple DPAs or FX, FCO) Trunk
- Port In/Port Within associated with any of the applicable designed products listed above

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date

(RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

If an order was delayed due to a Customer Not Ready (CNR) condition as described in the Provisioning and Installation Overview; and you wish to expedite the newly requested due date, supplement the request with the new Desired Due Date and populate the EXP field of the LSR/ASR. Qwest will review your expedited request for resource availability. In some cases, we may contact you to advise resources for expedite are not available or offer an alternate date. Expedite charges apply and are based on the number of days the CNR standard interval is improved.

Expedites Supporting Non-Qwest caused Restoral Requests

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented Expedite process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:
    - Restoral request Full, Resale to UNE-P conv, restore original service, Or
    - Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
    - Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
    - Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
    - Restoral Request, Restore original full service back to CLEC XXXX, Or
    - Restoral Request, Restore original partial service back

to CLEC XXXX, Or
  - Restoral Request, Restore original F Loc service, full/partial back to old CLEC
  - Restoral Request, Disc service, restore original Retail service, full/partial
- Contact the Customer Service Inquiry and Education (CSIE) Center at 866-434-2555
- Open an Escalation ticket.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified
13. Qwest Retail to Resale / UNE-P Conversion with move via single

LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	**AND**	**THEN**
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect • Follow expedite procedures

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	**AND**	**THEN**
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service • Old CLEC must follow expedite procedures • Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move • New CLEC must follow expedite procedures • New CLEC will issue Disconnect LSR if required based on order scenario and order completion • Old and new CLECs will coordinate their order activity • Contact your Qwest Service Manager if you require assistance with old CLEC contact

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	**AND**	**THEN**

Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	• Contact the CSIE Center at 866-434-2555 • Open an Escalation ticket • Request a warm transfer to the CSIE Tier 1 support group • Place a verbal Restoral Request for Previous Retail Service, full or partial restoral • CSIE will advise you if a new LSR will need to be issued by you • If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.

Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
  Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
  Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
  Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Director/Vice President
  Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations - Maintenance and Repair
At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Qwest Wholesale Repair Center for Unbundled Network Elements (UNEs) and Complex services or the Repair

Arizona Corporation Commission
DOCKET NO. T-03406A-06-0257
DOCKET NO. T-01051B-06-0257
Qwest Corporation
Exhibits of Renée Albersheim
Exhibit RA-1

Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) for ongoing status if your service was requested on an ASR.

Escalations - Technical Escalation Process
Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information.

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager for assistance.

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Training

Local Qwest 101 "Doing Business with Qwest"

- This introductory web-based training course is designed to teach the Local CLEC and Local Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here to learn more about this course and to register.

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Contacts

Qwest contact information is located in Wholesale Customer Contacts

Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	Responsibility	Activity	Contacts
Tier 1	Customer Service Inquiry and Education Center (CSIE)	First point of contact for CLECs	866-434-2555
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974

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Qwest Corporation
Exhibits of Renée Albersheim
Exhibit RA-1

Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager

A call center ticket is opened on every call into the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the Ordering Overview PCAT.

- Access Service Requests (ASRs)

Products & Services	Contacts	Fax
All	800-244-1271	800-335-5680

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Frequently Asked Questions (FAQs)

This section is currently being compiled based on your feedback.

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Last Update: July 24, 2006

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History Log

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
1	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-07-02 – CLEAN – Version 1.0	02-07-02	All			Accepted changes to Master Redlined CLEC-Qwest CMP Redesign Framework
2	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-20-02 – CLEAN – Version 2.0	02-20-02	2.1	Types of Change	Regulatory Change	Added changes to Regulatory Changes section as agreed to at Feb 19 Redesign Meeting.
3	MasterRedlineCLEAN030702	03-11-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added language agreed to at March 7 Redesign Meeting.
4			9.0	Prioritization	N/A	Added language agreed to at March 7 Redesign Meeting.
5			9.3	Prioritization	SCRP	Added language agreed to at March 7 Redesign Meeting.
6			5.1.6	Change to Existing Interfaces	Final Interface Technical Specifications	Added language agreed to at March 7 Redesign Meeting.
7	MasterRedlineCLEAN032702	03-27-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
8			3.3	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
9	MasterRedlineCLEAN040802	04-08-02	1.0	Introduction and Scope		Added language agreed to at April 4 Redesign Meeting.
10			2.0	Managing The CMP		Added language agreed to at April 4 Redesign Meeting. Moved Section to 2.0 from 7.0

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
11			3.0	Meetings		Moved section to 3.0 from 8.0.
12			6.0	OSS Interface Release Calendar		Added language agreed to at April 4 Redesign Meeting.
13			10.0	Prioritization		Moved Appendices to end of document
14			10.2.4	Prioritization	Late Adder	Added language agreed to at April 4 Redesign Meeting.
15	MasterRedlineCLEAN041602b	04-16-02	5.4	Change Request Initiation Process	Qwest Originated Product/Process Changes	Added language agreed to at April 16 Redesign Meeting.
16	MasterRedlineCLEAN050202	05-02-02	5.1	Change Request Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added revised language agreed to at May 2. 2002 Redesign Meeting.
17			5.5	Change Request Process	Crossover Change Requests	Added revised language agreed to at May 2. 2002 Redesign Meeting.
18			10.2.5	Prioritization	Withdrawal of Prioritized CRs	Added language agreed to at May 2. 2002 Redesign Meeting.
19			10.3	Prioritization	SCRP	Added revised language agreed to at May 2. 2002 Redesign Meeting.
20			13.0	Training	N/A	Added language agreed to at May 2. 2002 Redesign Meeting.
21	MasterRedlineCLEAN052202a	05-22-02	5.6	Change Request Process	Change Request Status Codes	Added language agreed to at May 21-22. 2002 Redesign Meeting.
22			5.7	Change Request Process	Change Request Suffixes	Added language agreed to at May 21-22. 2002 Redesign Meeting.
23	MasterRedlineCLEAN060602	06-06-02	2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at June 5-6, 2002 Redesign Meeting.
24			5.1	Change Request Process	CR Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
25			5.3	Change Request Process	CLEC Product/Process Change Request Initiation	Added language agreed to at June 5-6, 2002 Redesign Meeting.

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
					Process	
26			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added IMA Software Development Timeline agreed to at June 5-6, 2002 Redesign Meeting.
27			5.5	Change Request Process	Postponement and Arbitration of a Product/Process Change	Added language agreed to at June 5-6, 2002 Redesign Meeting.
28			5.6, 5.7, and 5.8	Change Request Process	Multiple	Renumbered based on addition of new Section 5.5
29			16.0	Exception Process		Added language agreed to at June 5-6, 2002 Redesign Meeting.
30			Definition of Terms	Definition of Terms		Added language agreed to at June 5-6, 2002 Redesign Meeting.
31			All	All	All	Cosmetic and clarifying changes agreed to at June 5-6, 2002 Redesign Meeting.
32	MasterRedlineCLEAN061802	06-18-02	2.1	Managing the Change Management Process	Managing the Change Management Process Document	Added language agreed to at June 17-18, 2002 Redesign Meeting.
33			12.4	Production Support	Reporting Trouble to IT	Added language agreed to at June 17-18, 2002 Redesign Meeting.
34			12.5	Production Support	Severity Levels	Made changes at June 17-18, 2002 Redesign Meeting.
35			12.8	Production Support	Process Production Support	Added language agreed to at June 17-18, 2002 Redesign Meeting.
37	MasterRedlinedCLEAN071002	07-10-02	2.2	Managing the Change Management Process	Change Management Point of Contact (POC)	Added language agreed to at July 10, 2002 Redesign Meeting.
38			2.3	Managing the Change Management Process	Change Management Point of Contact (POC) List	Added language agreed to at July 10, 2002 Redesign Meeting.

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
39			17.0	Voting	n/a	Added language agreed to at July 10, 2002 Redesign Meeting.
40			All	All	All	Cosmetic and clarifying changes agreed to at July 10, 2002 Redesign Meeting.
41	MasterRedlinedCLEAN072302	07-23-02	10.0	Prioritization		Revised language agreed to at July 23, 2002 Redesign Meeting.
42			10.1	Prioritization	Test Environment Releases	Added language agreed to at July 23, 2002 Redesign Meeting.
43			All	All	All	Cosmetic and clarifying changes agreed to at July 23, 2002 Redesign Meeting.
44	MasterRedlinedCLEAN072602	07-26-02	1.0	Introduction and Scope		Revised language agreed to at July 26, 2002 Redesign Meeting.
45			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at July 26, 2002 Redesign Meeting.
46			5.6	Change Request Process	Comparability of Change Request Treatment	Added language agreed to at July 26, 2002 Redesign Meeting.
47			10.1	Prioritization	Test Environment Releases	Revised language agreed to at July 26, 2002 Redesign Meeting.
48	QwestWhslChgMgtDoc091302	09-13-02	All			Accepted all agreed to CLEAN-UP changes and additions from multiple Redesign Meetings.
49			2.1	Managing the Change Management Process	Managing the Change Management Process Document	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
50			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
51			2.4.5	Managing the Change Management	Adherence to this CMP	Added language agreed to at multiple CLEAN-UP Redesign Meetings.

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Process		
52			2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
53			3.0	Meetings		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
54			5.1.2	Change Request Process	Implementation of Industry Guideline CRs	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
55			5.6	Managing the Change Management Process	Comparability of Change Request Treatment	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
56			16.2	Exception Process	Emergency Call/Meeting Notice to Discuss Exception Request	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
57			16.3	Exception Process	Notice of Exception Request Discussion and Vote at Upcoming CMP Meeting	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
58			18.0	Oversight Review Process		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
59	QwestWhslChgMgtDoc100902	10-09-02	All			Added language and accepted CLEAN-UP changes and additions from 10-08-02 and 10-09-02 Redesign Meetings.
60	QwestWhslChgMgtDoc101502	10-15-02	17.0			Added language proposed by AT&T and accepted by Qwest and WorldCom on 10-15-02.
61	QwestWhslChgMgtDoc010603	01-06-03	12.0	Production Support	Request for a Production Support Change	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
62			5.0	Change Request Process	Level 1 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
63			5.0	Change Request Process	Level 2 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
64			5.0	Change Request Process	Level 3 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
65			5.0	Change Request Process	Level 4 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
66	QwestWhslChgMgtDoc053003	05-30-03	8.0	Change to an Existing OSS Interface		Modified language as approved by unanimous CMP vote at May 27, 2003, Ad Hoc CMP Product/Process Meeting
67	QwestWhslChgMgtDoc061803	06-18-03	5.0	Change Request Process	Systems Change Request Origination Process	Modified language as approved by unanimous CMP vote at the June 18, 2003, CMP Product/Process Meeting
68	QwestWhslChgMgtDoc121103	12-11-03	5.1.4, 10.3.1, 10.4	Change Request Process, Prioritization	Systems Change Request Origination Process, Prioritization Review, Special Change Request Process	Modified language as approved by unanimous CMP vote at September 17, 2003, CMP Product/Process Meeting
69	QwestWhslChgMgtDoc041904	04-19-04	3.0	Change Management Process Meetings		Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.4 12.5	Production Support	Reporting Trouble to IT Severity Levels	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.7	Production Support	Notification Intervals	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.3	Production Support	Request for a Production Support Change	Added language around making a software patch or event notification or initiate a meeting to discuss the patch
70	QwestWhslChgMgtDoc022105	02-21-05	5.1.4	Change Request Process	Systems Change Request Origination Process	Added language agreed to at the December 2004 CMP Product/Process Meeting

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
			5.2.5	Change Request Process	Code & Test	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.0	Change to an Existing OSS Interface		Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.1	Change to an Existing OSS Interface	Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.2	Change to an Existing OSS Interface	Walk Through of Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.3	Change to an Existing OSS Interface	**CLEC Comments on Draft Interface Technical Specifications**	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.4	Change to an Existing OSS Interface	Qwest Response to CLEC Comments	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.5	Change to an Existing OSS Interface	Final Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			10.1	Prioritization	Test Environment Releases	Added language agreed to at the December 2004 CMP Product/Process Meeting
71	QwestWhslChgMgtDoc030305	03-03-05	Table of Contents			Modified Appendix D entry to relay most current effective date on Sample CR Form
			Appendix D	Sample Change Request Form – As Of 03/03/05		Updated Appendix D – Sample Change Request Form with most current approved document as agreed to in January 2005 CMP Product/Process Meeting
72	QwestWhslChgMgtDoc032805	03-28-05	3.0	Change Management		Added language agreed to at the March 2005 CMP Product/Process Meeting

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Process Meetings		
73	QwestWhslChgMgtDoc091305	09-13-05	11.0	Application-to-Application Interface Testing		Remove reference to interoperability testing environment.
			Definition of Terms	Definition of Terms	Design, Development, Notification, Testing, Implementation and Disposition	Remove reference to interoperability testing environment in both the Term and Definition portion.
74	QwestWhslChgMgtDoc110805	11-08-05	5.8	Change Request Process	Change Request Status Codes	Modified wording on when a CR is moved to CLEC test (See CR 072705-1CM)
75	QwestWhslChgMgtDoc013006	01-30-06	14.2	Escalation Process	Cycle	Added language to change the Escalation Process when a meeting is held to discuss the escalation. Qwest will also respond to the originating CLEC and copy the participating CLECs with the binding position via email.

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Qwest Wholesale Change Management Process Document -

CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES

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CHANGE MANAGEMENT PROCESS (CMP)

1.0 INTRODUCTION AND SCOPE

This document defines the processes for change management of Operations Support Systems (OSS) Interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users. This CMP is applicable to Qwest's 14 state in-region serving territory.

This CMP is managed by CLEC and Qwest Points of Contact (POCs) each having distinct roles and responsibilities. The CLECs and Qwest will hold regular meetings to exchange information about the status of existing changes, the need for new changes, what changes Qwest is proposing, how the process is working, etc. The process also allows for escalation to resolve disputes, if necessary.

Qwest will track changes to OSS Interfaces, products and processes. This CMP includes the identification of changes and encompasses, as applicable, Design, Development, Notification, Testing, Implementation, Disposition of changes, etc. (See Change Request Status Codes, Section 5.8). Qwest will process any such changes in accordance with this CMP.

In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

This CMP is dynamic in nature and, as such, is managed through the regularly scheduled meetings. The parties agree to act in Good Faith in exercising their rights and performing their obligations pursuant to this CMP. This document may be revised through the procedures described in Section 2.0.

Any opinions expressed at the CMP meetings by representatives of government agencies such as state Public Utilities Commissions (PUC), Federal Communications Commission (FCC), and the Department of Justice (DOJ) do not bind such government agencies.

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Throughout this CMP document, terms such as "agreement" or "consensus" are used to identify instances when participants attempt to informally arrive at a unanimous decision by the CMP group at a noticed CMP Meeting. At any time, when the parties cannot informally reach a decision, the parties may continue to work together to reach resolution or conduct a vote in accordance with Section 17.0.

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2.0 MANAGING THE CHANGE MANAGEMENT PROCESS

2.1 Managing the Change Management Process Document

Proposed modifications to this CMP framework shall be originated by a change request submitted by CLEC or Qwest in accordance with Section 5.0. Acceptance of such changes will be discussed at a regularly scheduled Monthly CMP Product/Process Meeting.

The originator of the change will send proposed redlined language and the reasons for the request with the change request at least fourteen (14) days in advance of the Monthly CMP Product/Process Meeting. The request originator will present the proposal to the CMP participants. The parties will develop a process for input into the proposed change including when the vote will be taken. Incorporating a change into this CMP requires unanimous agreement using the Voting Process, as described in Section 17.0. Each CMP change request will be assigned a CR number that contains a suffix of "CM" and will be included in the Monthly CMP Product/Process Meeting distribution package. The CMP change request and redlined language will be included in the Monthly CMP Product/Process Meeting distribution package and the CMP change request will be identified as a proposed change to the CMP framework on the agenda. The requested change will be reviewed at a Monthly CMP Product/Process Meeting and voted on no earlier than the following CMP Product/Process meeting. The agenda for the Monthly CMP Product/Process Meeting, at which the vote will be taken, will indicate that a vote will be taken.

There will be a standing agenda item for each monthly CMP Meeting for discussion about issues relating to the operation and effectiveness of CMP. This discussion is intended to be open and receptive to all input with the goal of constantly evaluating and improving this CMP.

2.2 Change Management Point-of-Contact (POC)

Qwest and each CLEC will designate primary, secondary, and, if desired, tertiary change management POC(s), who will serve as the official designees for matters regarding this CMP. CLECs and Qwest will exchange primary, secondary and tertiary POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number

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- Cell phone/Pager number
- POC designation (e.g., primary, secondary, or tertiary)

2.3 Change Management POC List

Primary, secondary and tertiary CLEC and Qwest POCs will be included in the Qwest maintained POC list. It is the CLEC POC's responsibility to notify Qwest of any POC changes at http://www.qwest.com/wholesale/cmp/ppform.html. If Qwest makes a Primary POC change it will follow the process as described in Section 5.4.3. The list will be posted on the Qwest CMP Web site and may include other contacts.

2.4 Qwest CMP Responsibilities

2.4.1 CMP Manager

The Qwest CMP Manager is the Qwest Product/Process POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Product/Process Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline.

The Qwest CMP Manager is the Qwest Systems POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Systems Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline. The CMP Manager also distributes the list of CRs eligible for prioritization to Qwest and the CLECs for ranking, tabulates the rankings, and forwards the resulting prioritization of the CRs to Qwest and the CLECs. In addition, the CMP Manager is responsible for coordinating the publication of the Qwest OSS Interface Release Calendar, as described in Section 6.0.

2.4.2 Change Request Project Manager (CRPM)

The Qwest CRPM manages CRs throughout the CMP CR lifecycle. The CRPM is responsible for obtaining a clear understanding of exactly what deliverables the CR originator requires to close the CR, arranging the CR clarification meetings and coordinating necessary Subject Matter Experts (SMEs) from within Qwest to respond to the CR, and coordinating the participation of the necessary SMEs in the discussions with the CLECs.

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2.4.3 Escalation/Dispute Resolution Manager

The Escalation/Dispute Resolution Manager is responsible for managing escalations, disputes and postponements in accordance with the CMP Escalation, Dispute Resolution and Postponement Processes. (See Sections 14.0, 15.0 and 5.5)

2.4.4 Implementation Obligations

When Qwest commits to make a change pursuant to CMP, Qwest will review and revise internal and external documentation, as needed, to ensure that the change is appropriately reflected. Qwest will conduct training to communicate the changes to all appropriate Qwest personnel so that they are made aware of relevant changes. If Sections 5.0, 7.0, 8.0 or 9.0 require notification of the change, such notification will be provided in accordance with that section and will include references to external Qwest documentation that will be modified to reflect the change, if applicable. All of the forgoing activities will take place by the implementation date of the change.

2.4.5 Adherence to this CMP

As a general rule, if a CLEC indicates that Qwest is not following this CMP, and Qwest agrees, Qwest will correct the situation by following the process. If Qwest has failed to follow this CMP for a particular change, and is not able to withdraw the change and follow the applicable process, then Qwest and CLECs must unanimously agree on a different manner to correct the situation. If Qwest and the CLECs attempt to, but do not agree that a process was not followed or cannot agree on a manner to correct the situation, any CLEC may pursue any appropriate process available in this CMP (e.g., production support, escalation, dispute resolution, oversight committee).

2.5 Method of Communication

The method of communication is e-mail with supporting information posted to the Web site when applicable (see Section 3.3 Qwest Wholesale CMP Web Site). Communications sent by e-mail resulting from CMP will include in the subject line "CMP". E-mail communications regarding document changes will include direct Web site links to the related documentation. All Notifications are sent as "mailouts" and are distributed to all those who subscribe to such notifications at http://www.qwest.com/wholesale/notices/cnla/maillist.html.

Redlined PCATs and Technical Publications associated with product, process, and systems changes will be posted to the Qwest CMP Document Review Web site, http://www.qwest.com/wholesale/cmp/review.html. For the duration of the agreed upon

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comment period as specified in this CMP, CLECs may submit comments on the proposed documentation change. At the Qwest CMP Document Review Web site, CLECs may submit their comments on a specific document by selecting the "Submit Comments" link associated with the document. The "Submit Comments" link will take CLECs to an HTML comment template. If for any reason the "Submit" button on the site does not function properly, CLECs may submit comments to cmpcomm@qwest.com. After the conclusion of the applicable CLEC comment period, Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification e-mail within the applicable period.

In some instances, a CLEC or Qwest may wish to include proprietary information in a CR. To do this the CLEC or Qwest must identify the proprietary information with bracketed text, in all capitals, preceded and followed by the words "PROPRIETARY BEGIN" and "PROPRIETARY END," respectively. Qwest will blackout properly formatted proprietary information when the CR is posted to the CR Database and distributed in the CMP Monthly Meeting distribution packet.

If a CLEC or Qwest wishes to ask a question, submit a comment, or provide information that is of a proprietary nature, the CLEC or Qwest must communicate directly with the CMP Manager via e-mail, cmpcr@qwest.com. Such e-mails must have a subject line beginning with PROPRIETARY.

This CMP contains references to required notifications. Such references typically identify specific information that must be included in such notifications. Such information is not an exclusive list. Qwest will use reasonable efforts to include such other information in its possession that may be useful in aiding CLECs to understand the scope and purpose of the notification.

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Technical Advisory Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. *Conversely, Qwest

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OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of this CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop, and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

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3.0 CHANGE MANAGEMENT PROCESS MEETINGS

Change Management Process meetings will be conducted on a regularly scheduled basis. The CMP Product/Process and Systems Meetings will be conducted on the same day of each month or on at least two (2) consecutive days on a monthly basis, unless other arrangements are agreed upon by the CLECs and Qwest. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, manage the implementation of Product/Process and System changes, and address Change Requests. Qwest will review the status of all applicable Change Requests. The meeting may also include discussions of Qwest's OSS Interface Release Calendar.

CLEC's request for additional agenda items and associated materials must be submitted to Qwest at least five (5) business days by noon (MT) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials and will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring hard copy materials of the walk-on items to the meeting and should, at least two (2) hours prior to the meeting, provide copies of such materials electronically (soft copy) to the CMP Manager, cmpcr@qwest.com, for distribution to all parties.

All attendees, whether in person or by phone, must identify themselves and the company they represent.

Additional meetings may be held at the request of Qwest or any CLEC. Meeting notification must contain an agenda plus any supporting meeting materials. Notification for these meetings will be distributed at least five (5) business days prior to their occurrence. Qwest will record and distribute meeting minutes, unless otherwise noted in this CMP.

3.1 Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings

Meeting materials will include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses, as applicable
  - New/Active
  - Updated

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- Issues, Action Items Log and associated statuses
- Release Summary, as applicable
- OSS Interface Release Calendar, as described in Section 6.0
- Date TBD Trouble Tickets, as described in Section 12.3
- Any other material to be discussed

Qwest will provide Meeting Materials (distribution package) electronically, by noon (MT), three (3) business days prior to the Monthly CMP Meeting. In addition, Qwest will provide hard copies of the distribution package at the Monthly CMP Meeting.

3.2 Meeting Minutes for Change Management Process Meetings

Qwest will take minutes. Qwest will summarize discussions in meeting minutes and include any revised documents such as issues, action items and statuses.

Minutes will be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MT) after the meeting. CLEC comments will be provided by noon (MT) two (2) business days after receiving draft minutes to the Qwest CMP Manager, cmpcr@qwest.com. Revised minutes, if CLEC comments are received, will be posted to the CMP Web site within nine (9) business days by noon (MT) after the meeting.

3.3 Qwest Wholesale CMP Web Site

To facilitate access to CMP documentation, Qwest will maintain CMP information on its Web site. The Web site should be easy to use and will be updated in a timely manner. The Web site will be a well organized central repository for CLEC notifications and CMP documentation. Active documentation, including meeting materials (distribution package), will be maintained on the Web site. Change Requests and notifications will be identified in accordance with the agreed upon naming conventions to facilitate ease of identification. Qwest will maintain closed and old versions of documents on the Web site's Archive page for 18 months before storing off line. Information that has been removed from the Web site can be obtained by contacting the Qwest CMP Manager, cmpcr@qwest.com. At a minimum, the CMP Web site will include:

- Current version of the Qwest Wholesale Change Management Process Document
- OSS Interface Release Calendar
- OSS Interface hours of availability
- Links to related Web sites, such as IMA EDI, IMA GUI, CEMR, Document Review and Notifications
- Change Request Form and instructions to complete form
- Submitted and open Change Requests and the status of each, including written responses to CLEC inquiries

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- Meeting (formal and informal) information for Monthly CMP Meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, minutes, sign-up forms, and schedules, if applicable
- Interactive CR Report
- Meeting materials (distribution package)
- CLEC Notifications and associated requirements
- Directory to CLEC Notifications for the month
- Business rules, SATE test case scenarios Technical Specifications, and user guides will be provided via links on the CMP Web site
- Contact information for the CMP POC list, including CLEC, Qwest and other participants (with participant consent to publish contact information on Web page).
- Redlined PCAT and Technical Publications - see Section 2.5
- Instructions for receiving CMP communications – see Section 2.5

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4.0 TYPES OF CHANGE

A Change Request must be within the scope of CMP and will fall into one of the following classifications. Types of Changes apply to Systems and Product/Process.

4.1 Regulatory Change

A Regulatory Change is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may originate the Change Request.

4.2 Industry Guideline Change

An Industry Guideline Change implements Industry Guidelines. Either Qwest or the CLEC may originate the Change Request and these changes are subject to the same processes under this CMP as Qwest and CLEC Originated Changes. These industry guidelines are defined by:

- Alliance for Telecommunications Industry Solutions (ATIS) sponsored
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TCIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interchange Committee (EDI)
- American National Standards Institute (ANSI)

4.3 Qwest Originated Change

A Qwest Originated Change is originated by Qwest and does not fall within the changes listed above.

4.4 CLEC Originated Change

A CLEC Originated Change is originated by the CLEC and does not fall within the changes listed above.

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5.0 CHANGE REQUEST PROCESS

5.1 CLEC-Qwest OSS Interface Change Request Process

A CLEC or Qwest seeking to change an existing OSS Interface, to establish a new OSS Interface, or to retire an existing OSS Interface must submit a Change Request (CR). A Change Request originator will complete and e-mail a completed Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com, in accordance with the instructions set forth in the Qwest Wholesale CMP Web site located at the following URL: http://www.qwest.com/wholesale/cmp/index.html.

The CR Process supports Regulatory, Industry Guideline, CLEC originated and Qwest originated changes. The process for Regulatory changes will be managed as described in Section 5.1.1, Section 5.1.2 and Section 5.1.3.

5.1.1 Regulatory Change Request

Qwest or any CLEC may submit Regulatory CRs. The party submitting a Regulatory CR must also include sufficient information to justify the CR being treated as a Regulatory CR in the Description of Change section of the CR Form. Such information must include specific references to regulatory or court orders or legislation as well as dates, docket or case numbers, page or paragraph numbers and the mandatory or recommended implementation dates, if any. All Regulatory CRs initially must be submitted as systems CRs, including when the Regulatory CR clearly is for a product/process change, and will be introduced at the Monthly CMP Systems Meeting. If the Regulatory CR originator seeks to establish that the CR should be implemented by a manual process, the originator must so indicate on the CR Form and include as much information supporting the application of the exception as practicable.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web site and identify when comments are due and when a vote is to be taken, as described below. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

Not later than eight (8) business days prior to the Monthly CMP Systems Meeting, any party objecting to the classification of such CR as Regulatory must submit a statement to the CMP Manager, cmpcr@qwest.com, documenting reasons why the objecting party does not agree that the CR should be classified as a Regulatory change. Regulatory CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory, that CR will be discussed at the next Monthly CMP Systems Meeting. At that meeting, Qwest and the CLECs

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will conduct a vote under Section 17.0 to determine whether there is unanimous agreement that the CR is a Regulatory change. If Qwest or any CLEC does not agree that the CR is Regulatory, the CR will be treated as a non-Regulatory CR and prioritized, if applicable, with the CLEC originated and Qwest originated CRs, unless and until the CR is declared to be Regulatory through the Dispute Resolution Process. (See Section 15.0) Final determination of CR type will be made by the CLEC and Qwest POCs at that Monthly CMP Systems Meeting, and documented in the meeting minutes.

5.1.2 Implementation of Regulatory CRs

As a general rule, a Regulatory Change will be implemented by mechanization unless all parties agree otherwise, as described below.

For each Regulatory CR, Qwest will provide a cost analysis for both a manual and a mechanized solution. The cost analyses will include a description of the work to be performed and any underlying estimates that Qwest has performed associated with those costs. Qwest will also provide an estimated Level of Effort expressed in terms of person hours required for the mechanized solution. The cost analyses will be based on factors considered by Qwest, which may include volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/ feasibility of a manual process.

The Regulatory CR will be implemented by a manual solution if there is a Majority vote, as described in Section 17.0, at the Monthly CMP Systems Meeting in favor of one of the following exceptions.

A. The mechanized solution is not technically feasible.

or

B. There is a significant difference in the costs for the manual and mechanized solutions. Cost estimates will allow for direct comparisons between solutions using comparable methodologies and time periods.

Any party that desires to present information to establish an exception may do so at the Monthly Systems CMP Meeting when the implementation plan is presented.

Once a Regulatory CR has been agreed upon to be implemented by a manual solution, the CR will be, from that point forward, tracked as a product/process CR through the Monthly CMP Product/Process Meetings. (See Section 5.7)

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If Qwest is unable to fully implement a mechanized solution in the first Release that occurs after the CMP participants agree that a change is a Regulatory CR, Qwest's implementation plan for the mechanized solution may include the short-term implementation of a manual work-around until the mechanized solution can be implemented. In that situation, a single systems Regulatory CR will be used for the implementation of both the manual and mechanized changes. Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.

If a Regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, Qwest or any CLEC may submit a new systems CR which must include evidence of the change in circumstance, such as an estimated volume increase or changes in technical feasibility, and the number of the CR that was implemented using a manual process. The CR originator may request that the new CR be treated as a Regulatory CR. If Qwest or any CLEC does not agree to treat the new CR as a Regulatory CR, it will be treated as a Qwest or CLEC originated change.

Any party that disagrees with the majority decision regarding Exceptions A and B may initiate the Dispute Resolution Process. (See Section 15.0)

5.1.3 Industry Guideline Change Request

Industry Guideline CRs will be submitted as Systems CRs, but if it is determined they should be implemented as a Product/Process change, the CR will follow the Crossover process as documented in Section 5.7. The party submitting the Industry Guideline CR must identify on the CR Form that the CR should be designated an Industry Guideline CR and identify the industry forum that recommended that change. The party submitting an Industry Guideline CR must also include sufficient information to justify the CR being treated as an Industry Guideline CR in the Description of Change section of the CR Form. Such information must include specific references to the industry forum issue or recommendation and the recommended implementation date, if any.

5.1.4 Systems Change Request Origination Process

If a CLEC or Qwest wants Qwest to change, introduce or retire an OSS Interface, the originator will e-mail a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR, the Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary.

Once the CR is complete:

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- The Qwest CMP Manager will assign a CR Number, and log the CR into the CMP database
- The Qwest CMP Manager sends acknowledgement of receipt to the CR originator and updates the CMP database.

Within two (2) days after acknowledgement:

- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The Qwest CMP Manager posts the valid CR to the CMP Web site via Qwest's interactive report. The report will contain the CR details, originator identity, assigned CRPM, assigned CR Number and, when practicable, the designated Qwest SME and associated Director.
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Originating CLEC
  - Assigned CRPM contact information
  - Assigned CR number
  - Designated Qwest SMEs and associated director(s)
  - Status of the CR (e.g., Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the CR originator and Qwest's SME(s). If the originator is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest may not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the originator will review the submitted CR, validate the intent of the originator's CR, clarify all aspects, identify all questions to be answered, and determine deliverables Qwest must produce in order to close the CR. The originator should provide, in the CR, as much detail as possible. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Systems Meeting will be presented at that Monthly CMP Systems Meeting for clarification from all CLECs participating in the Monthly CMP Systems Meeting.

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At the Monthly CMP Systems Meeting, the originator will present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. CLECs participating in the Monthly CMP Systems Meeting will be given the opportunity to comment on the CR and provide additional clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR.

CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR and participating CLECs will be allowed to provide comments to the CR. Qwest will provide a status of the CR.

Qwest will develop a draft response based on the CR discussion at the Monthly CMP Systems Meeting. Prior to the next scheduled Monthly CMP Systems Meeting the CRPM will post responses to systems CRs to the CMP database. The response will be made available via the interactive reports and the distribution package for the Monthly CMP Systems Meeting. Qwest will conduct a walk through of the response and participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response. Qwest's Responses will be either:

- "Accepted" (Qwest will implement the request) with position stated, or
- "Denied" (Qwest will not implement the request) with basis for the denial and a detailed explanation, including reference to substantiating material. OSS Interface Change Request may be denied for one or more of the following reasons:
  - Technologically not feasible—a technical solution is not available
  - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
  - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
  - Economically not feasible—low demand, cost prohibitive to implement the request, or both
  - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. The Special Change Request Process (SCRP) (Section 10.4) may be invoked if a CR was denied as economically not feasible.

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Based on the comments received from the Monthly CMP Systems Meeting, Qwest may revise its response and issue a revised draft response at the next Monthly CMP Systems Meeting.

If any CLEC does not accept Qwest's response, any CLEC may elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (Sections 14.0 and 15.0) If the Originator does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR Escalation upon providing written notification to the Qwest CMP Manager, cmpcr@qwest.com. The CR will be assigned an escalation suffix and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If any CLEC does not accept Qwest's response and does not intend to escalate or dispute at the present time, it may request Qwest to status the CR as 'Deferred.' The CR will remain as Deferred and any CLEC may re-activate the CR at a later date.

NOTE: For system CRs associated with Billing, CRs will likely be prioritized for a specific set of Qwest billing system implementation dates (referred in this document as a "Release" or "release") versus one specific release with a single implementation date which is the case for IMA and CEMR/MEDIACC. In the context of Billing prioritization and/or packaging, when "release" is referred to, the reference is to a specific set of billing system implementation dates.

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. In order for a CR to be eligible for prioritization in the upcoming release, it must be presented at least one (1) month prior to the Prioritization Review meeting in accordance with Section 10.3.1. At this meeting Qwest will provide a high level estimate of the Level of Effort of each CR and the estimated total capacity of the Release. This estimate will be an estimate of the number of person hours required to incorporate the CR into the Release. Ranking will proceed, as described in Section 10.0, Prioritization. The results of the ranking will produce an Initial Prioritization List.

Pursuant to this CMP, Qwest may develop a temporary manual solution to a mechanized change identified in an active systems CR. In these situations, Qwest will open a second systems CR with the same number as the original CR and a "MN" suffix. Qwest will process this "MN" CR as a systems CR through its entire life cycle. During this time the original systems CR will remain open and follow the appropriate systems CR process. The temporary manual solution will remain available at least until closure of the associated systems CR. If possible, all

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or part of the temporary manual solution can be reintroduced in Production Support if a manual workaround is required. A new CR is not required to revert to the temporary manual solution.

5.2 CLEC-Qwest OSS Interface Change Request Lifecycle

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release, in accordance with Section 10.3.5. Based on the Initial Prioritization List, Qwest will begin its development cycle that includes the milestones listed below.

5.2.1 Business and Systems Requirements

Qwest engineers define the business and functional specifications during this phase. The specifications are completed on a per candidate basis in priority order. During business and system requirements, any candidates which have affinities and may be more efficiently implemented together will be discussed. Candidates with affinities are defined as candidates with similarities in functions or software components. Qwest will present, at the Monthly CMP Systems Meeting, any complexities, changes in candidate size, or other concerns that may arise during business or system requirements, which would impact the implementation of the candidate.

During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the Initial Prioritization List (late added CRs). If there is a unanimous votes (see Section 17.0) to consider the late added CRs for addition to the Initial Prioritization List, Qwest will size the CR's requirements work effort. If the requirements work effort for the late added CRs can be completed by the end of system requirements, the candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Ranking of Later Added CR process (see Section 10.3.4). If the requirements work effort for the late added CRs cannot be completed by the end of system requirements, the CR will not be eligible for the Release and will be returned to the pool of CRs that are available for prioritization in the next OSS Interface Release. If packaging has already been presented as described in 5.2.2, any party seeking to submit a late-added CR must follow the Exception process.

5.2.2 Packaging

At the conclusion of system requirements, Qwest will present packaging option(s) for implementing the release candidates, including a package of only the prioritized candidates in order. Packaging options are defined as different combinations of candidates proposed for continuing through the next stage of development. Packaging options may not exist for the

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Release; *i.e.*, there may only be one straightforward set of candidates to continue working through the next stage of development. Options may be identified due to:

- affinities in candidates
- resource constraints which prevent some candidates from being implemented but allow others to be completed

Qwest will provide an updated estimate of the Level of Effort for each CR and the estimated total capacity of the Release. If more than one option is presented, a vote will be held within two (2) days after the meeting on the options. The packaging option with the largest number of votes will continue through the design phase of the development cycle.

5.2.3 Design

Qwest engineers define the architectural and code changes required to complete the work associated with each candidate. The design work is completed on the candidates, which have been packaged.

5.2.4 Commitment

After design, Qwest will present a commitment list of CRs that can be implemented. Qwest will provide an updated Level of Effort for each CR and the estimated total capacity of the Release. These candidates become the committed candidates for the Release.

5.2.5 Code & Test

Qwest engineers will perform the coding and testing required by Qwest to complete the work associated with the committed candidates. The code is developed and baselined before being delivered to system test. A system test plan (system test cases, costs, schedule, test environment, test data, etc.) is completed. The system is tested for meeting business and system requirements, certification is completed on the system readiness for production, and pre-final documentation is reviewed and baselined. If, in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned Release, Qwest will discuss options with the CLECs in the next Monthly CMP Systems Meeting. Options can include either the removal of that candidate from the list or a postponement in the implementation date to incorporate that candidate. If the candidate is removed from the list, Qwest will also advise the CLECs whether or not the candidate could become a candidate for the next Point Release, with appropriate disclosure as part of the current Major Release of the OSS Interface. Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS Interface Release.

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5.2.6 Deployment

During the deployment phase, Qwest representatives from the business and operations review and agree the system is ready for full deployment. Qwest deploys the Release and initiates and conducts production support .

When Qwest has completed development of the OSS Interface change, Qwest will release the OSS Interface functionality into production for use by the CLECs.

Upon implementation of the OSS Interface Release, the CRs will be updated to CLEC test and presented for closure at the next Monthly CMP Systems Meeting.

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Figure 1: IMA Software Development Timeline

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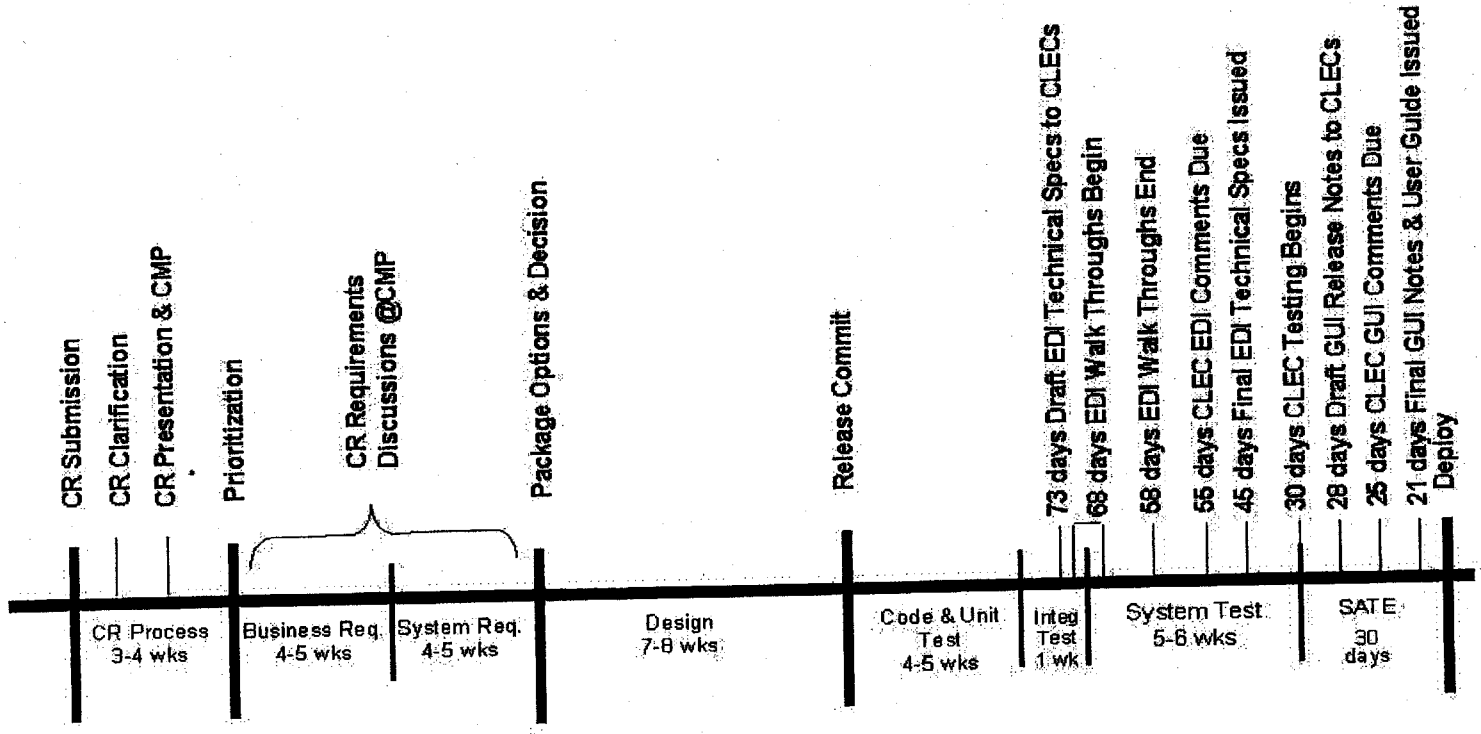
IMA Software Development Timeline

Time for each phase is approximate and based on current release timelines. Time per phase can change per business needs.



5.3 CLEC Originated Product/Process Change Request Process

If a CLEC wants Qwest to change a product/process, the CLEC e-mails a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR:

- The Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary
- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Originator (*i.e.,*CLEC name)
  - Assigned CRPM contact information
  - Assigned CR number
  - Designated Qwest SMEs and associated director(s)
  - Status of the CR (e.g, Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the Originating CLEC and Qwest's SMEs. If the originating CLEC is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest will not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the Originating CLEC will review the submitted CR, validate the intent of the Originating CLEC's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days. Qwest's SME will internally identify options and potential solutions to the CR.

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CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Product/Process Meeting will be presented at that Monthly CMP Product/Process Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that Monthly CMP Product/Process Meeting as a walk-on item with current status. The Originating CLEC will present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. Participating CLECs will be given the opportunity to comment on the CR and subsequent clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR. Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Product/Process Meeting. Qwest's response will be:

- "Accepted" (Qwest will implement the CLEC request) with position stated, or
- "Denied" (Qwest will not implement the CLEC request) with basis for the denial and a detailed explanation, including reference to substantiating material. CLEC originated Product/Process Change Request may be denied for one or more of the following reasons:
  - Technologically not feasible—a technical solution is not available
  - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
  - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
  - Economically not feasible—low demand, cost prohibitive to implement the request, or both
  - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. SCRP may be invoked if a CR was denied due to Economically not feasible.

At least one (1) week prior to the next scheduled Monthly CMP Product/Process Meeting, the CRPM will have the response posted to the Web, added to the CMP Database, and will notify all CLECs via e-mail.

All Qwest Responses will be presented at the next scheduled Monthly CMP Product/Process Meeting. Qwest will conduct a walk through of its Response. Participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response.

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Based on the comments received from the Monthly CMP Product/Process Meeting, Qwest may revise its Response and issue a modified Response at the next Monthly CMP Product/Process Meeting. Within ten (10) business days after the Monthly CMP Product/Process Meeting, Qwest will notify the CLECs of Qwest's intent to modify its Response.

If the CLECs do not accept Qwest's Response, any CLEC can elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0) If the originating CLEC does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written notification to the Qwest CMP Manager, cmpcr@qwest.com. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's Response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as Deferred. The CR will remain as Deferred and CLECs may reactivate the CR at a later date.

The CLECs' acceptance of Qwest's Response may result in:

- The Response answered the CR and no further action is required
- The Response provided an implementation plan for a product/process to be developed
- Qwest Denied the CLEC CR and no further action is required by CLEC

5.3.1 Implementation Notification

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation as follows.

Prior to implementing a CLEC originated product/process CR Qwest must notify the CLECs of the pending change. Qwest will issue such notifications at the time it intends to implement a CLEC originated change (in whole or in part). It is possible that more than one such notification will be issued in order to fully address the CLEC requested change. Such notifications may be issued during CLEC Test and may continue to be issued until the CLEC initiated CR is closed. These notifications will adhere to the notification standards for Level 1, Level 2, and Level 3 detailed in Section 5.4 (Qwest Originated Product/Process Changes). If the change is not specifically captured in the existing Level categories, or if the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification schedule.

Finally, the CR will be closed when CLECs determine that no further action is required for that CR.

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5.4 Qwest Originated Product/Process Changes

The following defines five levels of Qwest originated product/process changes and the process by which Qwest will originate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing Web sites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notification will state that it does not supercede individual interconnection agreements. The lists of change categories under each level provided below are exhaustive/finite but may be modified by the process set forth in Section 2.1. Qwest will utilize these lists when determining the disposition level to which new changes will be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log for the affected documents.

5.4.1 Level 0 Changes

Level 0 changes are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notification.

Level 0 Change Categories are:

- Font and typeface changes (e.g., bold to un-bold or bold to italics)
- Capitalization
- Spelling corrections and typographical errors other than numbers that appear as part of an interval or timeframe
- Hyphenation
- Acronym vs. non-acronym (e.g., inserting words to spell out an acronym)
- Symbols (e.g., changing bullets from circles to squares for consistency in document)
- Word changes from singular to plural (or vice versa) to correct grammar
- Punctuation
- Changing of a number to words (or vice versa)
- Changing a word to a synonym
- Contact personnel title changes where contact information does not change
- Alphabetizing information
- Indenting (left/right/center justifying for consistency)
- Grammatical corrections (making a complete sentence out of a phrase)
- Corrections to apply consistency to product names (i.e., "PBX - Resale" changed to "Resale - PBX")
- Moving paragraphs/sentences within the same section of a document to improve readability

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- Hyperlink corrections within documentation
- Removing unnecessary repetitive words in the same paragraph or short section.

For any change that Qwest considers a Level 0 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.1.1 Level 0 Process/Deliverables

For Level 0 changes, Qwest will not provide a notification, Web change form, or History Log to CLECs. Changes to the documentation will be updated and posted immediately.

5.4.2 Level 1 Changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or changes that are time critical corrections to a Qwest product/process. Time critical corrections may alter CLEC operating procedures, but only if such Qwest product/process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notification.

Level 1 Change Categories are:

- Time critical corrections to information that adversely impacts CLECs' ability to conduct business with Qwest
- Corrections/clarifications/additional information that do not change the product/process
- Corrections to synch up related PCAT documentation with the primary PCAT documentation that was modified through a higher level change (notification needs to include reference to primary PCAT documentation)
- Document corrections to synch up with existing OSS Interfaces documentation (notification needs to include reference to OSS Interfaces documentation)
- Process options with no mandatory deadline, that do not supercede the existing processes and that do not impose charges, regardless of whether the CLEC exercises the option
- Modifications to Frequently Asked Questions that do not change the existing product/process
- Re-notifications issued within one hundred and eighty (180) calendar days after initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Regulatory Orders that mandate a product/process change to be effective in less than twenty-one (21) days
- Training information (note: if a class is cancelled, notification is provided two (2) weeks in advance)

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- URL changes with redirect link

For any change that Qwest considers a Level 1 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.2.1 Level 1 Process/Deliverables

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition level 1, description of change, that changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager by e-mail at cmpcr@qwest.com immediately if the change alters the CLECs' operating procedures and requires Qwest's assistance to resolve. Qwest will respond to the CLEC, within one (1) business day, and work to resolve the issue. Possible resolutions may include withdrawal of the change, re-notification under a different level or creation of a new category of change under a different level. In addition, Qwest will provide the following for PCAT and Non-FCC Technical Publication ("Tech Pub") changes:

- The complete red-lined PCAT or Non-FCC Tech Pub will be available for review in the Product/Process Document Review Archive section of the CMP Web site, http://www.uswest.com/wholesale/cmp/review_archive.html,
- A History Log that tracks the changes

5.4.3 Level 2 Changes

Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation.

Level 2 Change Categories are:

- Contact Information updates excluding time critical corrections (Expedites and Escalations Overview (http://www.qwest.com/wholesale/clecs/exescover.html), Wholesale Customer Contacts (http://www.qwest.com/wholesale/clecs/escalations.html), Technical Escalations Contact List (http://www.qwest.com/wholesale/systems/productionsupport.html), CMP Points of Contact (POCs, Qwest POC changes only) (http://www.qwest.com/wholesale/cmp/poc.html))
- Changes to a form that do not introduce changes to the underlying process
- Changes to eliminate/replace existing Web functionality will be available for twenty-one (21) days until comments are addressed. (Either a demo or screen shot presentation will be available at the time of the notification for evaluation during the twenty-one (21) day cycle.)
- Removal of data stored under an archive URL
- Elimination of a URL re-direct

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- Addition of new Web functionality (e.g., CNLA)
- Re-notifications issued one hundred and eighty (180) calendar days or more after the initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Documentation concerning existing processes/products not previously documented
- Changes to manually generated notifications normally transmitted to CLECs through their OSS Interfaces that are made to standardize or clarify, but do not change the reasons for, such notifications
- LSOG/PCAT documentation changes associated with new OSS Interface Release documentation resulting from an OSS Interface CR
- Reduction to an interval in Qwest's SIG

For any change that Qwest considers a Level 2 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.3.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notification to CLECs. Level 2 notifications will state the disposition level 2, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, http://www.qwest.com/wholesale/cmp/review.html, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide comments. For Level 2 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification for comments.

Qwest must provide initial notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have seven (7) calendar days following initial notification of the change to provide written comments on the notification.
- Qwest will reply to CLEC comments no later than seven (7) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least seven (7) calendar days prior to implementation. If Qwest

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extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

- Qwest will implement no sooner than twenty-one (21) calendar days from the initial notification.

CLECs may provide General comments regarding the change (e.g., clarification, request for modification, request to change the disposition level of a noticed change). Comments must be provided during the comments cycle as outlined for level 2 changes.

If a CLEC requests to change the disposition level of a noticed change, CLECs and Qwest will discuss such requests at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs to CLECs and implement the change(s) according to the timeframes put forth above. If there are no CLEC comments, a final notification will not be provided and the changes will be effective according to the date provided in the original notification.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0)

5.4.4 Level 3 Changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation.

Level 3 Change Categories are:

- NC/NCI code changes
- Adding of new features to existing products (excluding resale)
- Customer-facing Center hours and holiday schedule changes
- Modify/change existing manual process

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- Expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale)
- Regulatory Orders that mandate a product/process change to be effective in twenty-one (21) days or more

For any change that Qwest considers a Level 3 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.4.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notification to CLECs. Level 3 notifications will state the disposition level 3, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. Level 3 notifications will only include Level 3 changes and any dependent Level 1 and Level 2 changes. Level 3 notifications of Tech Pub changes may include notification of any Level 1, Level 2 and Level 3 change.

For a Level 3 notification that Qwest believes should fall under a different Level, Qwest will propose the Level under which it believes that change should be processed. CLECs and Qwest will discuss the proposal in the next Monthly CMP Product/Process Meeting. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, http://www.qwest.com/wholesale/cmp/review.html, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide written comments. For Level 3 changes that do not impact PCATs or Non-FCC Tech pubs, a link will be provided within the notification for comments.

Qwest will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have fifteen (15) calendar days following initial notification of the change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

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- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty-one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty-five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 3 changes. Comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request to change disposition level of a noticed change
  - If the request is for a change to Level 4, the request must include substantive information to warrant a change in disposition (e.g., business need, financial impact).
  - A request to change disposition level to a Level 0, Level 1 or Level 2 is not required to include substantive information to warrant a change.
- Request for postponement of implementation date, or effective date

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

CLECs and Qwest will discuss requests to change the disposition level of notified changes at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification.

For a request for postponement of a Level 3 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures. (See Sections 14.0 and 15.0)

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5.4.5 Level 4 Changes

Level 4 changes are defined as changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and provide CLECs an opportunity to have input into the development of the change prior to implementation.

Level 4 Change Categories are:

- New products, features, services (excluding resale)
- Increase to an interval in Qwest's Service Interval Guide (SIG)
- Changes to CMP
- New PCAT/Tech Pub for new processes
- New manual process
- Limiting the availability and applicability or functionality of an existing product or existing feature
- Addition of a required field on a form excluding mechanized forms that are changed through an OSS Interface CR (See Section 5.1)

For any noticed change that Qwest considers a Level 4 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification with an indication in the notification that Qwest believes the change should be a Level 4 change.

5.4.5.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than fourteen (14) calendar days prior to the Monthly CMP Product/Process Meeting. At a minimum, each Change Request will include the following information:

- A description of the proposed change
- A proposed implementation date (if known)
- Indication of the reason for change (e.g., regulatory mandate)
- Basis for disposition of Level 4

Within two (2) business days from receipt of the CR:

- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP Database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site

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- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM identifies the CR Subject Matter Expert (SME) and the SME's Director.
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Assigned CRPM
  - Assigned CR number
  - Designated Qwest SME(s) and associated director(s)
  - Status of the CR (e.g., Submitted)

Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:

- Clarify the proposal with the CLECs
- Confirm the disposition level of the Change (see below).
- Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and obtain agreement for input approach
- Confirm deadline, if change is mandated
- Provide proposed implementation date, if applicable

At the Monthly CMP Product/Process Meeting, the parties will discuss whether to treat the Change Request as a Level 4 change. If the parties agree, the Change Request will be reclassified as a Level 0, 1, 2 or 3 change, and the change will follow the process set forth above for Level 0, 1, 2, or 3 changes, as applicable. If the parties do not agree to reclassify the Change Request as a Level 0, 1, 2 or 3 change, the following process will apply:

- The parties will develop a process for Qwest to obtain CLEC input into the proposed change. Examples of processes for input include, but are not limited to, one-day conferences, multi-day conferences, or written comment cycles.
- After completion of the input cycle, as defined during the Monthly CMP Product/Process Meeting, Qwest will modify the CR, if necessary, and design the solution considering all CLEC input.
- For Level 4 changes, when the solution is designed and all documentation is available for review, a notification of the planned change is provided to the CLECs. Level 4 notifications will only include Level 4 changes and any dependent Level 1, Level 2 changes, and Level 3 changes. Level 4 notifications of Tech Pub changes may include notification of any Level 1, Level 2, Level 3, and Level 4 change. This notification will be provided at least thirty one (31) calendar days prior to implementation. The notification will contain reference to the original CR, proposed implementation date, and the CLEC/Qwest comment cycle. In addition, any documentation changes required to PCATs and Non-FCC Tech Pubs will be

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red-lined and available for review in the Document Review site with a Comment button available to provide written comments. For Level 4 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification.

- CLECs have fifteen (15) calendar days following notification of the planned change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.
- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 4. CLEC comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request for postponement of implementation, or effective date for which comments are being provided.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

For a request for postponement of a Level 4 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate the CR or pursue the Dispute Resolution Process in accordance with Section 15.0.

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5.5 Postponement and Arbitration of a Product/Process Change

A CLEC may request that Qwest postpone the implementation of a Qwest-originated or CLEC-originated product/process change in accordance with this section.

5.5.1 Timeframe for Request for Postponement

A CLEC invokes the Postponement Process in accordance with the conditions and timeframes specified below:

5.5.1.1 Qwest-Originated Product /Process Changes

For Qwest-originated Level 3 or Level 4 product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the final CLEC comment period.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

5.5.1.2 CLEC-Originated Product/Process Changes

For CLEC-originated product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the CLEC comment period applicable to the notification called for in Section 5.3.1.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

5.5.1.3 A CLEC may Join or Oppose a Postponement Request

A CLEC may only join or oppose a postponement request if it submits a request to join or oppose the postponement request within two (2) business days after the issuance date of Qwest's notification to the CLECs that a postponement request has been received by Qwest.

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5.5.2 Process for Initiating a Postponement Request

5.5.2.1 CLEC Initiates Postponement Request by E-mail

A request for postponement, a request to join a postponement request or opposition to a postponement request must be sent to the Qwest CMP Postponement e-mail address (cmpesc@qwest.com).

The subject line of the request must include:

- CLEC Company Name
- POSTPONEMENT
- Change Request (CR) number or Notification Subject Line and Notification Date as appropriate

5.5.2.1.1 Required Content for Request for Postponement

A CLEC may request that Qwest postpone implementation of all or part of the proposed change until the issue is resolved in CMP or until the dispute is resolved pursuant to the Dispute Resolution Process (Section 15.0). In its request for postponement, whether initiating or joining a postponement request, a CLEC shall provide the following information, if relevant:

- The basis for the request for a postponement;
- The extent of the postponement requested, including the portions of the proposed change to be postponed and length of requested postponement;
- The harm that the CLEC will suffer if the proposed change is not postponed, including the business impact on the CLEC if the proposed change is not postponed; and
- Whether and how the CLEC alleges that the proposed change violates its interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.2.1.2 Additional Requirement for Request for Postponement Arising from Revision

If a CLEC requests a postponement because Qwest's response to CLEC comments includes a revision of the proposed change and that revision materially impacts a CLEC, such a request must contain a description of why Qwest's response affects the CLEC in a new or different way than the proposed change initially affected the CLEC, along with the information that would have been required if the CLEC submitted a request for postponement in its comments.

5.5.2.1.3 Opposition to a Postponement Request

If a CLEC wishes to oppose a postponement request, it must submit its opposition to a postponement request within the same time period that CLECs have to join a postponement

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request. Any opposition to a postponement request must include information responsive to the assertions made by the CLEC seeking postponement as called for in Section 5.5.2.1.1. For example, under Section 5.5.2.1.1, CLEC(s) seeking postponement must describe the harm it will suffer if the change is not postponed. In response to this assertion, a CLEC opposing a postponement request will state the harm it would suffer if Qwest does postpone the change.

5.5.2.2 Qwest will Work to Resolve CLEC Concerns

Following the receipt of a postponement request, Qwest will proactively work with the objecting CLEC(s) to resolve the concerns of the CLEC(s).

5.5.2.3 Qwest Acknowledges Receipt of Request and Notifies CLECs

Within two (2) business days after receipt of the postponement request, Qwest will acknowledge receipt of the postponement request or the request to join the postponement with an acknowledgment e-mail to the originator of the request. If the request does not contain the relevant information, as specified in Section 5.5.2.1.1, Qwest will notify the CLEC by the close of business on the following day, identifying and requesting information that was not originally included. When the postponement e-mail is complete, the acknowledgment e-mail will include:

- Date and time of receipt of postponement request
- Date and time of acknowledgment e-mail
- Qwest will give notification and post the postponement request and any associated responses on the CMP Web site within three (3) business days after receipt of the complete request or response.

5.5.3 Qwest's Determination of Postponement Request

The standard set forth in this section applies only to Qwest's postponement determination under this section and the arbitrator's determination under Section 5.5.4.5 and has no bearing on the standard applicable to any other review or determination.

5.5.3.1 Standard for Determining whether to Postpone.

Qwest will postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will prevent more harm or cost to the requesting and any joining CLECs than postponing the proposed change imposes harm or cost upon Qwest or any CLECs who oppose the postponement. Qwest will postpone the implementation of the proposed change if it is inconsistent with a requesting or joining CLEC's interconnection agreement, applicable commission rule or law.

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Qwest will not postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will impose more harm or cost upon Qwest or any CLECs who oppose the postponement than postponing the proposed change will prevent harm or cost to the CLECs supporting the postponement. Qwest will provide in its response notification that the proposed change will not be postponed.

5.5.3.2 Qwest's Response to Request for Postponement

If Qwest decides to postpone the proposed change, it will provide the following information in its response:

- The time period (not less than thirty (30) calendar days) for which the proposed change will be postponed;
- The CLECs for which the proposed change will be postponed; and
- Any other details of the postponement, including the portions of the proposed change to be postponed and the length of the postponement.

If Qwest decides not to postpone the proposed change, it will provide in its response:

- The reason the requested postponement is not being implemented;
- An explanation of the harm and cost evaluation; and
- How Qwest alleges that the proposed change is consistent with interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.3.3 30-day Postponement if Request is Denied

If Qwest does not grant the requested postponement, Qwest will not implement the objected-to proposed change for at least thirty (30) calendar days following notification to CLECs that Qwest will not postpone the proposed change.

5.5.4 Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds

If Qwest does not postpone a proposed change and a CLEC has initiated Dispute Resolution proceedings (Section 15.0) with regard to the proposed change, the CLEC has the option to request a neutral arbitrator to determine whether Qwest must postpone implementation of that proposed change. This optional arbitration provides interim relief only and is limited to the question of whether Qwest must postpone implementation of the proposed change until the dispute or the postponement request is resolved under the Dispute Resolution process. The arbitrator's decision will have application in all of the states where the CLEC initiates Dispute Resolution proceedings on the issue. As decisions on the dispute or the postponement

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request are made in each state, such decisions will supersede the determination of the arbitrator for that state.

All references in Section 5.5.4 (including all subsections) to "CLEC" and "CLECs" include all CLECs who have submitted or joined requests for postponement of a proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of the same proposed change. There may be multiple CLECs seeking postponement of the same proposed change in any given state. Such CLECs will, to the greatest extent possible, cooperate with one another to select a single arbitrator to address the issue of interim postponement for a given state. In the event that one or more CLECs have initiated Dispute Resolution proceedings on the issue of interim postponement of the same proposed change in multiple states, such CLECs may agree to the use of a single arbitrator to address such issue for all such states.

References in Section 5.5.4 (including all subsections) to "parties" will include Qwest and all CLECs who have submitted or joined requests for postponement of the same proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of that proposed change. However, the reference to "all parties" in Section 5.5.4.1.1 means Qwest and all CLECs in CMP who have received proper notification, in accordance with Section 3.0, about selection of individuals for the Agreed Arbitrators List and participated in the selection discussions.

This optional arbitration process set forth below does not apply to any proceeding before a regulatory or other authority.

5.5.4.1 Selection of Arbitrator

If a CLEC chooses arbitration under this section, the parties shall select a neutral arbitrator by agreeing to an individual or by following the processes set forth below to select an arbitrator from an alternative dispute resolution organization.

5.5.4.1.1 Agreed Arbitrators List

Qwest and the CLECs may, by mutual agreement, develop a list of individual arbitrators to which all parties agree as an additional source for selection of a neutral arbitrator (Agreed Arbitrators List). Names of arbitrators may be added to the list at any time upon agreement of all parties. Qwest or any CLEC may strike an individual arbitrator from the Agreed Arbitrators List at any time, except that Qwest or any CLEC may not strike an arbitrator from the list while an arbitration initiated under this provision is pending before that arbitrator. If a CLEC chooses a name from the Agreed Arbitrators List, that individual will be the arbitrator.

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5.5.4.1.2 Alternative Dispute Resolution Organization

If a CLEC does not choose an individual arbitrator from the Agreed Arbitrators List, or if Qwest and CLECs do not otherwise agree on an individual arbitrator, then Qwest and the CLEC shall select a neutral arbitrator from any of the following pursuant to the process set forth below: Judicial Arbiter Group (JAG), American Arbitration Association (AAA), JAMS, or any other mutually agreeable alternative dispute resolution organization. Within two (2) business days after receipt of Qwest's acknowledgment e-mail, the CLEC shall advise the alternative dispute resolution organization and Qwest of the identity of the parties and the nature of the dispute and the CLEC shall acquire from JAG, AAA, JAMS, or other alternative dispute resolution organization as to which agreement is reached, a list of 5 potential arbitrators who have no apparent conflict of interest or any circumstances likely to affect their impartiality or independence and who have experience in handling general commercial disputes, along with a brief summary of each potential arbitrator's relevant background and experience. The CLEC shall forward the list to the specified Qwest contact as soon as practicable after it receives the list, along with the identity of the two of the five potential arbitrators the CLEC wishes to strike from the list. Within one business day after receipt of the list and indication of the potential arbitrators the CLEC has stricken, Qwest will respond to the CLEC contact with the two additional names Qwest wishes to strike from the list.

5.5.4.2 Initiating Postponement Arbitration

A CLEC initiates arbitration for interim postponement of Qwest's implementation of a proposed change under this provision by sending an e-mail to Qwest at cmpesc@qwest.com. The e-mail must include, at a minimum, the following:

- Subject line that includes "Postponement" and the CR [insert number] or Notification Subject Line
- The CLEC's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)
- A statement that the CLEC desires to have a neutral arbitrator decide whether Qwest must postpone implementation of the change until the request for postponement is decided by the regulatory or other authority
- A copy of the documents that the CLEC filed with the Regulatory or other authority to initiate the dispute resolution
- The identity of the alternative dispute resolution organization or individual arbitrator the CLEC proposes to use

Within two (2) business days after receipt of the Request for Postponement Arbitration, Qwest shall respond with an e-mail acknowledging receipt of the Request for Postponement Arbitration. The e-mail must include, at a minimum, the following:

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- A subject line that includes "Acknowledgment of Request for Postponement" and the CR [insert number] or Notification Subject Line
- Qwest's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)
- If the Request for Postponement Arbitration identifies an alternative dispute resolution organization other than those listed in Section 5.5.4.1.2 or individual other than those on the Agreed Arbitrators List, Qwest's acknowledgment will state whether it agrees to the use of that alternative dispute resolution organization or individual arbitrator and, if it does not agree, Qwest will identify an organization or individual arbitrator that appears on the Agreed Arbitrator List that it agrees to use.

Qwest and the CLEC shall communicate with one another regarding matters relating to the postponement arbitration through the contact person and by the method of communication designated in accordance with the process set forth above.

5.5.4.3 No Unilateral Communication with Arbitrator or Potential Arbitrator

Neither Qwest nor the CLEC, and no person acting on behalf of either Qwest or the CLEC, shall communicate unilaterally concerning the arbitration with the arbitrator or any potential arbitrator.

5.5.4.4 Scope of Authority of the Arbitrator

The arbitrator shall decide only the issue of whether Qwest must postpone implementation of the change. The arbitrator shall not have authority to award any damages or make any other determination outside this scope.

If the CLEC has initiated dispute resolution with regard to the same change in more than one state, a single arbitrator can decide the postponement issue for all states in which the CLEC has initiated dispute resolution proceedings regarding the same issue.

This arbitration option is not an exclusive remedy and does not preclude any CLEC from using appropriate state commission procedures, expedited or otherwise, to raise issues or seek a postponement.

5.5.4.5 Arbitrator's Decision

The arbitrator shall decide the issue upon written submissions. The CLEC and Qwest both shall submit their position statements to the arbitrator and to each other by e-mail or facsimile within one business day from the date on which agreement regarding the identity of the arbitrator is reached.

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In determining whether Qwest must postpone implementation of a proposed change, the arbitrator must apply the standards set forth in Section 5.5.3.1.

The arbitrator must provide his/her decision to Qwest and the CLECs within five (5) business days after receipt of the parties' position statements. The arbitrator's decision must be in writing, signed by the arbitrator, and must include a brief summary of the basis for the decision.

5.5.4.6 Effect of Arbitrator's Decision

The parties agree to abide by the arbitrator's decision regarding a postponement of implementation in the state in which the decision applies until the decision expires. If the arbitrator's decision applies to more than one state, the decision will expire on a state by state basis. Unless the parties agree otherwise, the arbitrator's decision expires in a state when the first of any of the following occurs in that state:

- The regulatory or other authority from whom the CLEC has requested a postponement rules on the postponement request; or
- The dispute resolution proceeding initiated by the CLEC regarding the proposed change is dismissed, withdrawn, or otherwise concluded without a ruling on the CLEC's request for a postponement; or
- Any regulatory or other authority orders otherwise at the request of Qwest or the CLEC.

The arbitrator's decision regarding postponement of implementation is not binding precedent and shall have no precedential or persuasive value. The parties shall not cite or present the content of any arbitrator's decision as having precedential or persuasive value.

5.5.4.7 Arbitration Costs

Each party shall bear the costs it incurs in preparing and presenting its own case. The party against whom the issue is decided shall pay the costs for the arbitrator.

5.6 Comparability of Change Request Treatment

When a CLEC or Qwest submits a Product/Process CR in CMP, Sections 5.3 and 5.4, respectively, are applicable. While the processes contained in these sections are not identical, Qwest and the CLECs intend that the events and timeframes associated with Qwest and CLEC Product/Process CRs will be the same in all material respects for CRs that are comparable. Comparability of CRs is determined based on relative complexity, time for implementation and other relevant factors. The parties agree to periodically assess the time required to complete comparable CRs. To facilitate this assessment, Qwest will document the amount of time it takes to evaluate a Qwest originated Product/Process CR prior to CR submission to compare to

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the documented time it takes to evaluate a CLEC Product/Process CR. Evaluation time for Qwest Product/Process CRs shall include only activities similar to those Qwest performs for a CLEC originated Product/Process CR after CR submission until Qwest issues its final response.

5.7 Crossover Change Requests

During the operation of this CMP, there may be situations when systems CRs have requirements for product/process discussions or solutions, or when product/process CRs require System solutions. These crossover CR situations exist in three basic categories:

Category A. If a CR submitted to the product/process CMP is discovered to require a mechanized solution the following will occur:

- Qwest will open a new systems CR, on behalf of the original CR originator, with a reference to the product/process CR number
- Qwest will close the product/process CR with a reference to the new systems CR number
- The new systems CR will comply with the CMP OSS Interface CR process(See Section 5.1)

Category B. If a CR submitted to the Systems CMP is discovered to require a manual solution the following will occur:

- Qwest will open a product/process CR, on behalf of the original CR originator, with a reference to the systems CR number;
- Qwest will close the systems CR with a reference to the new product/process CR number.
- This CR will comply with the CMP product/process CR process.

Category C. If a CR submitted to the Systems CMP is discovered to require an interim manual solution, the CR will be tracked as a systems CR for the length of the CR lifecycle including the development and implementation of both the interim manual and final mechanized solutions. In these situations, Qwest will open a second systems CR with the same number as the original CR and a "MN" suffix.

The determination to close and open CRs as described above will be made by the CMP body at a Monthly CMP Product/Process Meeting.

If a CR becomes a crossover CR, Qwest may request an ad hoc clarification meeting with the CR originator or request that a portion of the appropriate Monthly CMP Meeting be devoted to discussing the CR. If a CR is closed in one CMP arena and opened in the other, the new CR will retain the status, where feasible, and the date submitted of the old, "closed" CR. Under no circumstances will the CR be restarted.

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All crossover CRs will be distinctly labeled in the Monthly CMP Meeting distribution packages and addressed as a separate item on the Monthly CMP Meeting agenda. All crossover CRs (including those closed in Categories A and B) will include the "X" designation identified in Section 5.9. All Regulatory and Industry Guideline CRs will be submitted as systems CRs and maintained in the Systems database until closure, or until they are deemed to require a manual process solution, at which point they will become product/process CRs.

5.8 Change Request Status Codes

The following status codes will be applied to Change Requests of all types (i.e., Regulatory, Industry Guideline, Qwest Originated, CLEC Originated). The status of the CR will be included in the interactive reports. CR status codes will not necessarily be assigned in the order set forth below, and not every status code will apply to every CR.

- Submitted - A CR is updated to Submitted status when Qwest's CMP Manager has formally acknowledged the CR. The CR remains in Submitted status until Qwest has conducted a clarification meeting with the originator.
- Clarification – A CR is updated to Clarification status once the clarification meeting has been held with the originator.
- Evaluation – A CR is updated to Evaluation status if the CR requires further investigation by Qwest.
- Presented – A CR is updated to Presented status after the originator has presented it at the Monthly CMP Meeting.
- Pending Prioritization – The Pending Prioritization status is only applicable to CRs for which the impacted OSS Interface requires prioritization (e.g. IMA). A CR is updated to Pending Prioritization status after it has been presented and is waiting for Prioritization.
- Prioritized - The Prioritized status is only applicable to CRs for which the impacted interface is an OSS Interface that requires prioritization (e.g., IMA). A CR is updated to Prioritized status once it has been presented for prioritization and the Prioritization Process (Section 10.2) has been completed.
- Packaged – A CR is updated to Packaged status from Prioritized status if it is included in the packaging option chosen for the release. Design work is continued on change requests that have been packaged. CRs not updated to Packaged status (from Prioritized status) will revert to Pending Prioritization status.
- Development – A product/process CR is updated to a Development status when Qwest's response requires development of a new or revised process. A systems CR is updated to Development status when development begins for the next OSS Interface Release.
- CLEC Test – A CR is updated to the CLEC Test status upon the effective date of the change. CLECs have the ability to evaluate the effectiveness of Qwest's change and its implementation, provide feedback, and indicate whether further action is required. Through

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interaction between Qwest and the interested CLECs, a product/process Change as initially implemented may undergo modification. Depending on the magnitude of such modifications, it may be appropriate to return the CR to Development status. Problems found with newly deployed Systems changes will be handled in accordance with Production Support process as described in Section 12.0. Certain processes in Section 12.0 are also applicable to product/process changes. If no further action is required for a consecutive 60 day period, the status is updated to Completed, unless the parties agree otherwise.

- Completed – A CR is updated to Completed status when the CLECs and Qwest agree that no further action is required to fulfill the requirements of the CR.
- Denied – A CR is updated to Denied status when Qwest denies the CR.
- Deferred - A CR is updated to Deferred status if the originator does not intend to escalate or dispute the CR at the present time, but wants the ability to activate or close the CR at a later date.
- Pending Withdrawal – A CR is updated to a status of Pending Withdrawal when the originator requests that a CR be withdrawn from the CMP process. Change Requests with a status of Pending Withdrawal are reviewed at the appropriate Monthly CMP Meeting to determine if another party wishes to sponsor the CR.
- Withdrawn - The CR receives a Withdrawn status when the CR originator requests that the CR be withdrawn from the CMP and the CR is not sponsored by another party.

5.9 Change Request Designations

In certain circumstances CR numbers will require special suffix designations to identify certain characteristics. Suffixes include:

- "CM" - Changes to the CMP framework
- "DR" - Dispute Resolution Process invoked on a CR
- "ES" - Escalation Process invoked on a CR
- "EX" - Change being implemented utilizing the Exception process
- "IG" - Industry Guideline CR
- "MN" – CR for a manual workaround related to an OSS Interface Change Request
- "RG" - Regulatory CR
- "SC" - Change being implemented as an SCRP request
- "X" - Crossover CR

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6.0 OSS INTERFACE RELEASE CALENDAR

Qwest will provide a rolling 12 month OSS Interface Release calendar in the distribution package of the first scheduled Monthly CMP Systems Meeting of each quarter. The calendar will show Release schedules, for all OSS Interfaces within the scope of CMP starting in that quarter and for a total of 12 months in the future. The following schedule entries will be made available, when applicable:

- Name of OSS Interface
- Date for CMP CR Submission Cutoff (for prioritized OSS Interfaces)
- Date for issuing Draft Release Notes
- Date when Initial Notification for new OSS Interfaces will be issued
- Date when Initial Notification for OSS Interface retirements will be issued
- Date when comparable functionality for OSS Interface retirements will be available
- Date for issuing Initial or Draft Technical Specifications
- Comment cycle timeline
- Prioritization, packaging and commitment timeline (for prioritized OSS Interfaces)
- Date for issuing Final Technical Specifications
- Testing period
- Date for issuing Final Release Notes
- Planned Release Production Date
- Release sunset dates (as applicable)

The OSS Interface Release calendar will be posted on the CMP Web site as a stand-alone document.

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7.0 INTRODUCTION OF A NEW OSS INTERFACE

The process for introducing a new OSS Interface will be part of this CMP. Introduction of a new OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a new OSS Interface, of any type, may be greater than the time originally allotted. In that case, discussions between CLECs and Qwest will be held prior to the announcement of the new OSS Interface.

With a new OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

7.1 Introduction of a New Application-to-Application Interface

At least two hundred and seventy (270) calendar days in advance of the planned Release Production date of a new application-to-application interface, Qwest will issue a Release Notification, post the Preliminary Interface Implementation Plan on Qwest's Web site, and host a design and development meeting.

7.1.1 Initial Release Notification

The Initial Release Notification will include:

- Where practicable, the Release Announcement and Preliminary Interface Implementation Plan will include: Proposed functionality of the OSS Interface including whether the OSS Interface will replace an existing OSS Interface
- Proposed implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle)
- Proposed meeting date to review the Preliminary Interface Implementation Plan
- Exceptions to industry guidelines/standards, if applicable
- Planned Release Production Date

7.1.2 CLEC Comments to Initial Release Notification

CLECs have fourteen (14) calendar days from the Initial Release Notification to provide written comments/questions on the documentation. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

7.1.3 Qwest Response to CLEC Comments

Qwest will respond with written answers to all CLEC issues within twenty-one (21) calendar days after the Initial Release Notification.

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7.1.4 Preliminary Implementation Plan Review Meeting

Qwest will review CLEC comments and the implementation schedule at the Preliminary Implementation Plan Review Meeting no later than two hundred and forty-two (242) calendar days prior to the Release Production Date.

7.1.5 Draft Interface Technical Specifications

Qwest will issue a notification associated with draft interface Technical Specifications no later than one hundred twenty (120) calendar days prior to implementing the Release. In addition, Qwest will confirm the schedule for the walk through of Technical Specifications, CLEC comments, and Qwest response cycle.

The Draft Interface Technical Specification notification will include:

- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or Web site
- Additional pertinent material
- CLEC Comment/Qwest Response cycle
- Draft connectivity and firewall rules
- Draft Test Plan

7.1.6 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between one-hundred and ten (110) calendar days prior to Release Production and one hundred and six (106) calendar days prior to the Release Production Date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of Draft Interface Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items.

7.1.7 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments/concerns to Qwest no later than one-hundred and four (104) calendar days prior to

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the Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

7.1.8 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns and action items captured at the walk through, no later than one hundred (100) calendar days prior to the Release Production Date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the Final Interface Technical Specifications notification. The Final Interface Technical Specifications notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the final Technical Specifications.

7.1.9 Final Interface Technical Specifications

Generally, no later than one hundred (100) calendar days prior to the Release Production Date of the new OSS Interface, Qwest will issue the Final Technical Specifications to CLECs via Web site posting and a CLEC notification.

The Final Interface Technical Specifications notification will include:

- Summary of changes from Qwest response to CLEC comments on Draft Technical Specifications
- If applicable, Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Purpose
- Reference to Final Technical Specifications, or Web site
- Additional pertinent material
- Final Connectivity and Firewall Rules
- Final Test Plan (including Joint Testing Period)
- Final Release Production Date
- Qwest response to CLEC comments

The implementation timeline for the Release will not begin until Final Interface Technical Specifications are provided. Production Support type changes within the thirty (30) calendar day test window can occur without advance notification but will be posted within twenty four (24) hours of the change.

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

7.2 Introduction of a New GUI

7.2.1 Initial Release Notification

Qwest will issue an Initial Release Notification no later than forty-five (45) calendar days in advance of the Release Production Date. This will include:

- Proposed functionality of the OSS Interface including whether the new OSS Interface will replace an existing OSS Interface.
- Implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle, GUI overview meeting date)
- Release Production Date
- Logistics for GUI Overview Meeting

7.2.2 Draft Release Notes

Qwest will issue a Draft Release Notes notification no later than twenty-eight (28) calendar days in advance of the planned Release Production Date of a new GUI. At a minimum, the notification will include:

- Draft User Guide
- How and When Training will be administered

7.2.3 GUI Overview Meeting

The GUI Overview meeting will be held no later than twenty-seven (27) calendar days prior to the Release Production Date. At the meeting, Qwest will present an overview of the new OSS Interface.

7.2.4 CLEC Comments

At least twenty-five (25) calendar days prior to the Release Production Date. CLECs must forward their written comments and concerns to Qwest. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

7.2.5 Qwest Response to CLEC Comments

Qwest will consider CLEC comments and respond with written answers as part of the Final Notification.

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

7.2.6 Final Release Notes

Qwest will issue Final Release Notes notification no later than twenty-one (21) calendar days prior to the Release Production date. The notification will include:

- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

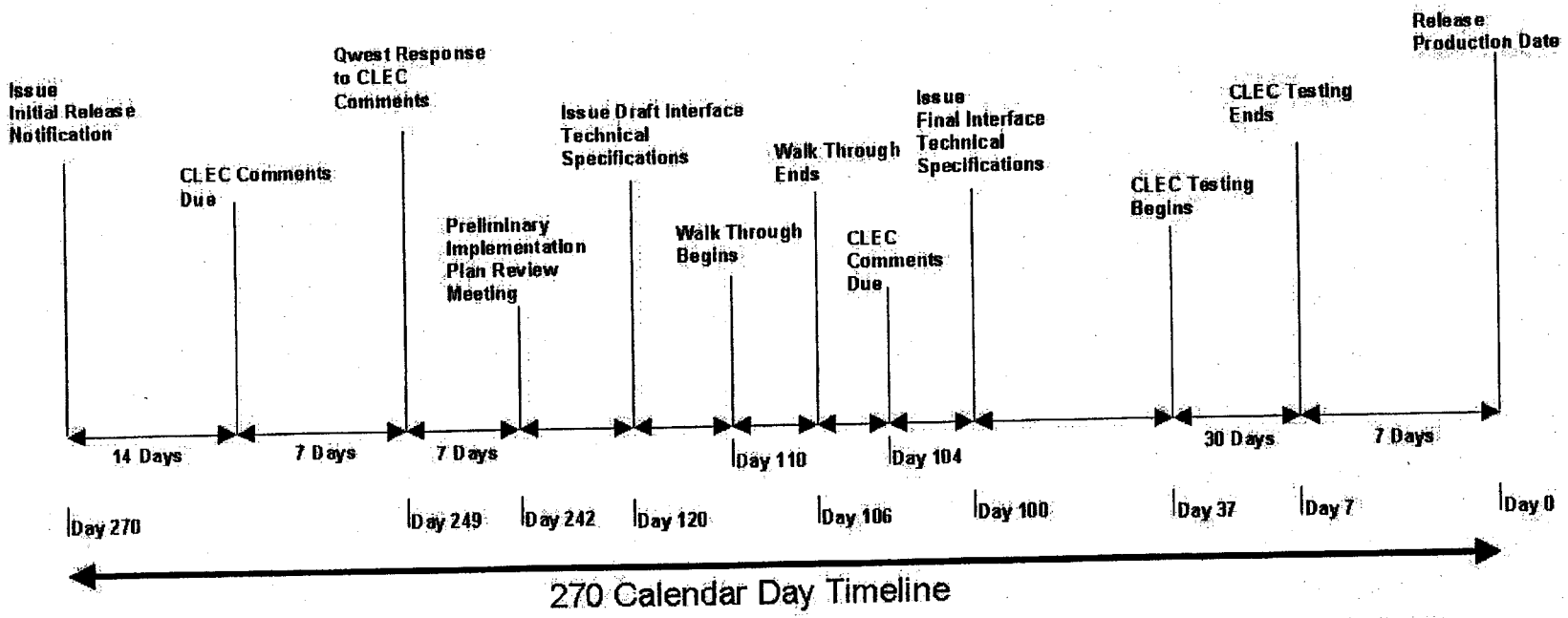
Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06

Figure 2: Introduction of a New Application-to-Application OSS Interface Timeline

Qwest-CLEC Change Management Process
Introduction of A New Application-to-Application OSS Interface Timeline

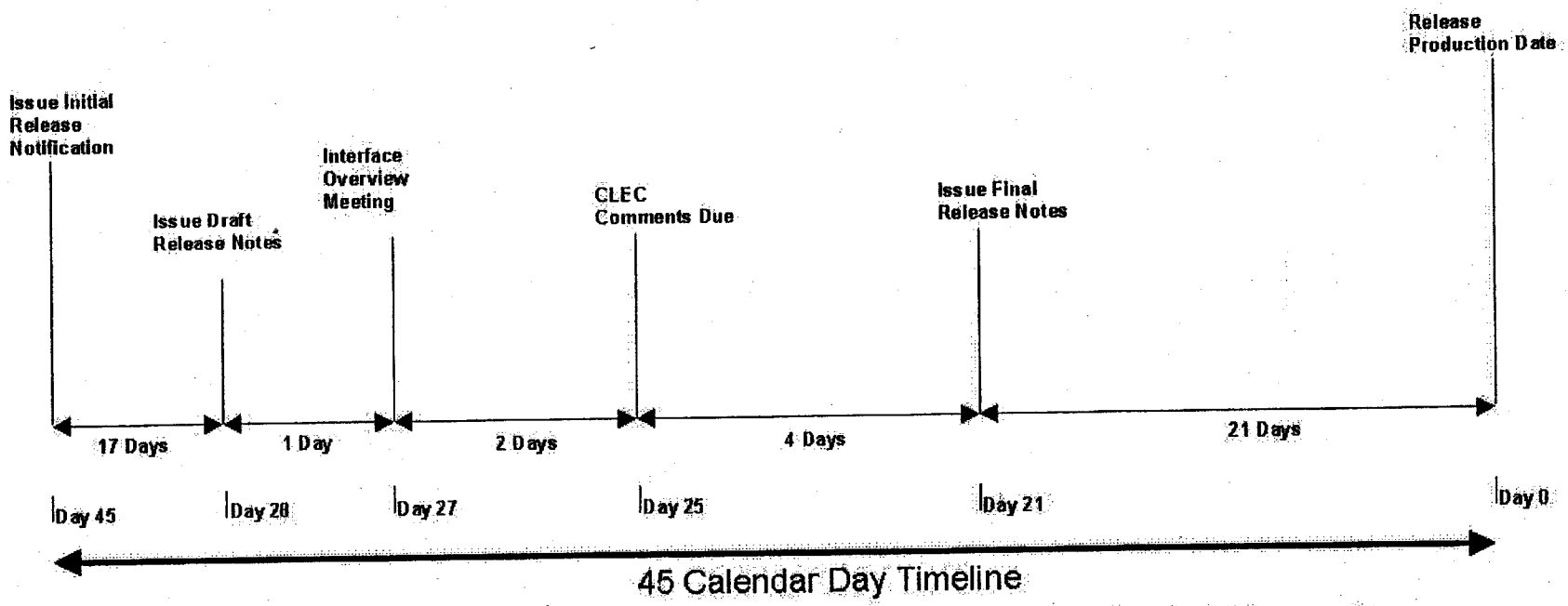


The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Qwest Wholesale Change Management Process Document –01-30-06

Figure 3: Introduction of a New Graphical User Interface (GUI) Timeline

Qwest-CLEC Change Management Process
Introduction of A New Graphical User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

8.0 CHANGE TO AN EXISTING OSS INTERFACE

The process for changing an existing OSS Interface will be part of this CMP. Changes to an existing OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a change to an OSS Interface, of any type, may be greater than the time originally allotted and that discussions between CLECs and Qwest may be held prior to the announcement of the change to the OSS Interface.

With a change to an OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

Qwest standard operating practice is to implement three Major Releases and three Point Releases (for IMA only) within a calendar year. Unless mandated as a Regulatory Change, Qwest will implement no more than four (4) Releases per IMA OSS Interface requiring coding changes to the CLEC interfaces within a calendar year. Unless mandated as a Regulatory Change, the Major Release changes will occur no less than seventy-five (75) calendar days apart.

At a Monthly CMP Systems Meeting in the fourth quarter of each year, Qwest will communicate to the CLECs the Major Release schedule and hourly capacity of each release for the next calendar year. Qwest will subsequently issue a notification containing the same information. Qwest will attempt to provide this information prior to any prioritization scheduled during the fourth quarter.

Application-to-Application OSS Interface

Qwest will support the previous Major Release of Interconnect Mediated Access (IMA) EDI for one hundred eighty (180) calendar days after the subsequent Major Release of IMA EDI has been implemented. In the event that IMA EDI major releases are implemented more than six (6) months apart, any CLEC desiring to delay retirement of the previous release should submit a CR requesting the delay. Qwest will review and grant the retirement delay up until sixty (60) days after the Release Production Date of the next Major Release; however, Qwest will maintain no more than three (3) Major Releases of IMA EDI in production at any time. Qwest may retire the extended release before the extension expires when all CLECs have migrated off the extended release, but no earlier than five (5) business days after the last scheduled CLEC migration from the extended release. CLECs who do not successfully migrate from the retiring release, must contact their Qwest EDI Implementation Team immediately to schedule a new migration. Any such new migration shall not be rescheduled beyond the sixty (60) day

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

retirement delay. (A timeline illustrating the operation of this provision is provided at the end of Section 8.) Past Releases of IMA EDI will only be modified as a result of production support changes. When such production support changes are made, Qwest will also modify the related documentation. All other changes become candidates for future IMA EDI Releases.

Qwest makes one Release of the Electronic Bonding-Trouble Administration (EBTA) and billing interfaces available at any given time, and will not support any previous Releases.

Graphical User Interface (GUI)

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI Release.

8.1 Application-to-Application Interface

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing application-to-application interfaces.[1] For any CLEC not choosing to implement on the Qwest Release Production Date, Qwest and the CLEC will negotiate a mutually agreed to CLEC implementation timeline, including testing.

8.1.1 Draft Interface Technical Specifications

Prior to Qwest implementing a change to an existing application-to-application interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will issue draft Technical Specifications no later than seventy-three (73) calendar days prior to the implementation date unless an exception has been granted. Technical Specifications are documents that provide information the CLECs need to code the application-to-application interface. The Draft Technical Specifications notification letter will include:

- Written summary of change(s)
- Planned time frame for Release Production
- Purpose
- Logistical information (including a conference line) for walk through

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[1] For a CLEC converting from a prior release, the CLEC implementation date can be no earlier than the weekend after the Qwest Release Production Date, if production LSR conversion is required.

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- Reference to draft Technical Specifications, or reference to a Web site with draft specifications
- Additional pertinent material
- Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

8.1.2 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between sixty-eight (68) calendar days prior to the planned implementation date and fifty-eight (58) calendar days prior to the planned implementation date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of the Draft Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses forty five (45) calendar days prior to the planned implementation date.

8.1.3 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to Qwest no later than fifty-five (55) calendar days prior to the planned implementation date. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

8.1.4 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to final implementation date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the Final Technical Specifications.

8.1.5 Final Interface Technical Specifications

The Final Interface Technical Specifications will include the following:

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

- Reference to Final Technical Specifications, or Web site
- Qwest response to CLEC comments
- Summary of changes from the prior implementation, including any changes made as a result of CLEC comments on Draft Technical Specifications
- Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Final Joint Test Plan including transactions which have changed
- The suite of re-certification test scenarios
- Joint Testing Period
- Final implementation date

Qwest will issue Final Interface Technical Specifications no later than forty-five (45) calendar days before the final implementation date, unless the exception process has been invoked. The implementation timeline for the Release will not begin until Final Technical Specifications are provided. Production Support type of changes that occur within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

8.1.6 Joint Testing Period

Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date.

8.1.7 Release Documentation Addenda

After the Final Technical Specifications are published, there may be other changes made to documentation or the coding that is documented in the form of addenda.

- 1st Addendum – 2 weeks after the Release the 1st addendum is sent to the CLECs, if needed.
- Subsequent Addendum's – Subsequent addendum's are sent to the CLECs after the Release Production Date as needed. There is no current process and timeline.
- EDI CLECs –one hundred eighty (180) calendar days after the Release those CLECs using EDI are required to cut over to the new Release. CLECs are not required to support all new Releases.

8.2 Graphical User Interface (GUI)

8.2.1 Draft GUI Release Notes

Prior to implementation of a change to an existing GUI, Qwest will notify CLECs of the Draft GUI Release Notes and the planned Release Production Date.

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Notification will occur no later than twenty-eight (28) calendar days prior to the planned Release Production Date unless an exception has been granted. This notification will include draft user guide information if necessary.

The notification will contain:

- Written summary of change(s)
- Planned time frame for Release Production
- Any cross-reference to draft documentation such as the user guide or revised user guide pages.

8.2.2 CLEC Comments on Draft Interface Release Notification

CLECs must provide comments/questions on the Draft GUI Release Notes no less than twenty-five (25) calendar days prior to the planned Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html or via an e-mail to cmpcomm@qwest.com.

8.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and will address them in the Final GUI Release Notification no later than twenty one (21) calendar days before the Release Production Date.

8.2.4 Content of Final Interface Release Notification

The Final Interface Release Notification, will include:

- Final notification letter
- Summary of changes from draft GUI Release notification
- Final user guide (or revised pages)
- Final Release Production Date
- Qwest Response to CLEC comments

Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours of the change. The implementation timeline for the Release will not begin until all related documentation is provided.

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

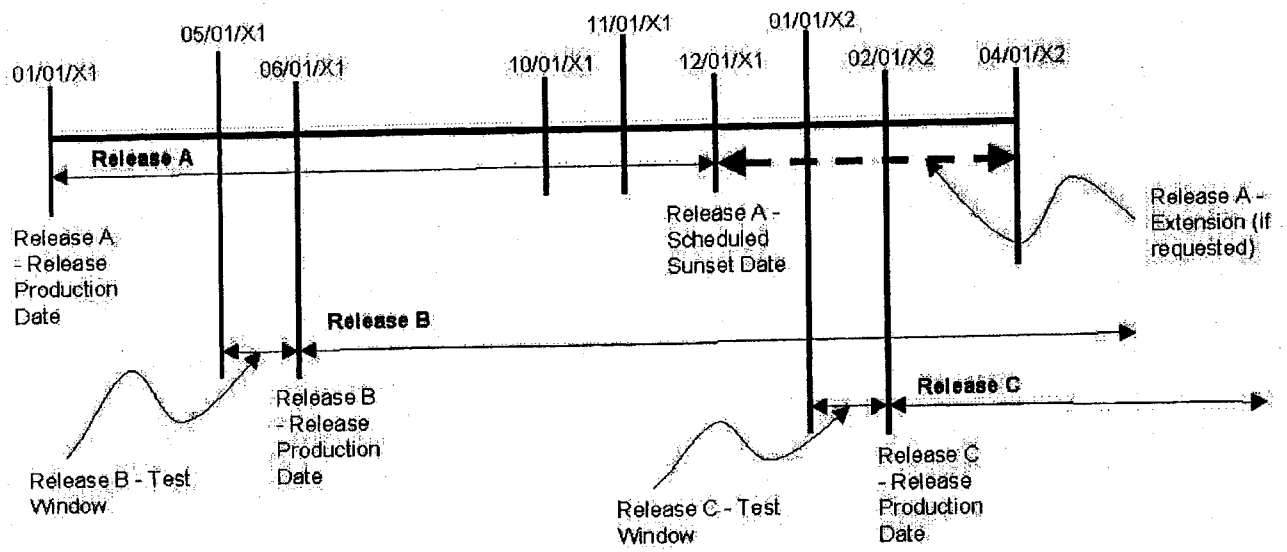
Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Figure 4: Release Extension Illustrative Timeline

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest-CLEC Change Management Process
Change to an Existing OSS Interface
Release Extension Illustrative Timeline



Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

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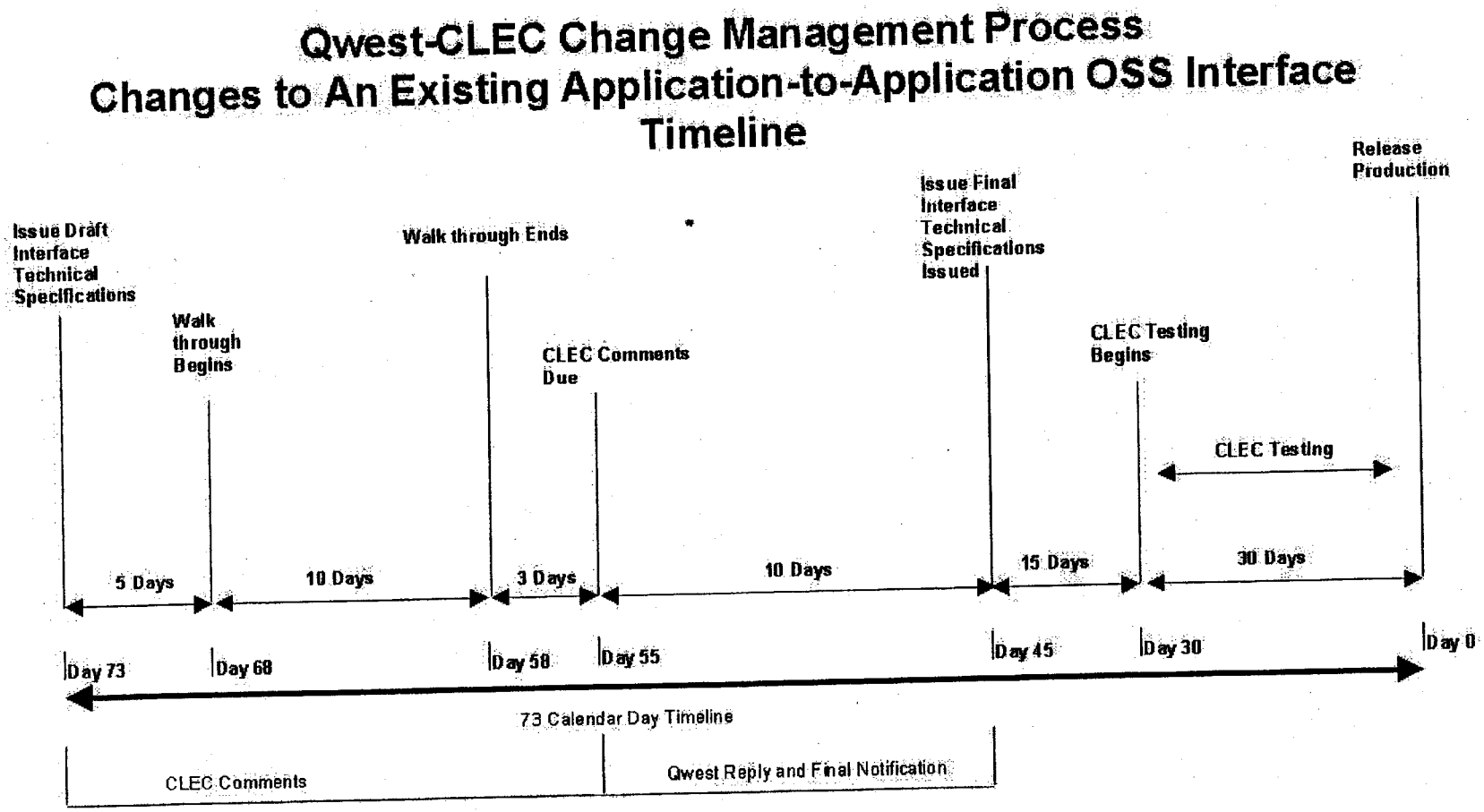
Figure 5: Changes to an Existing Application-to-Application OSS Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

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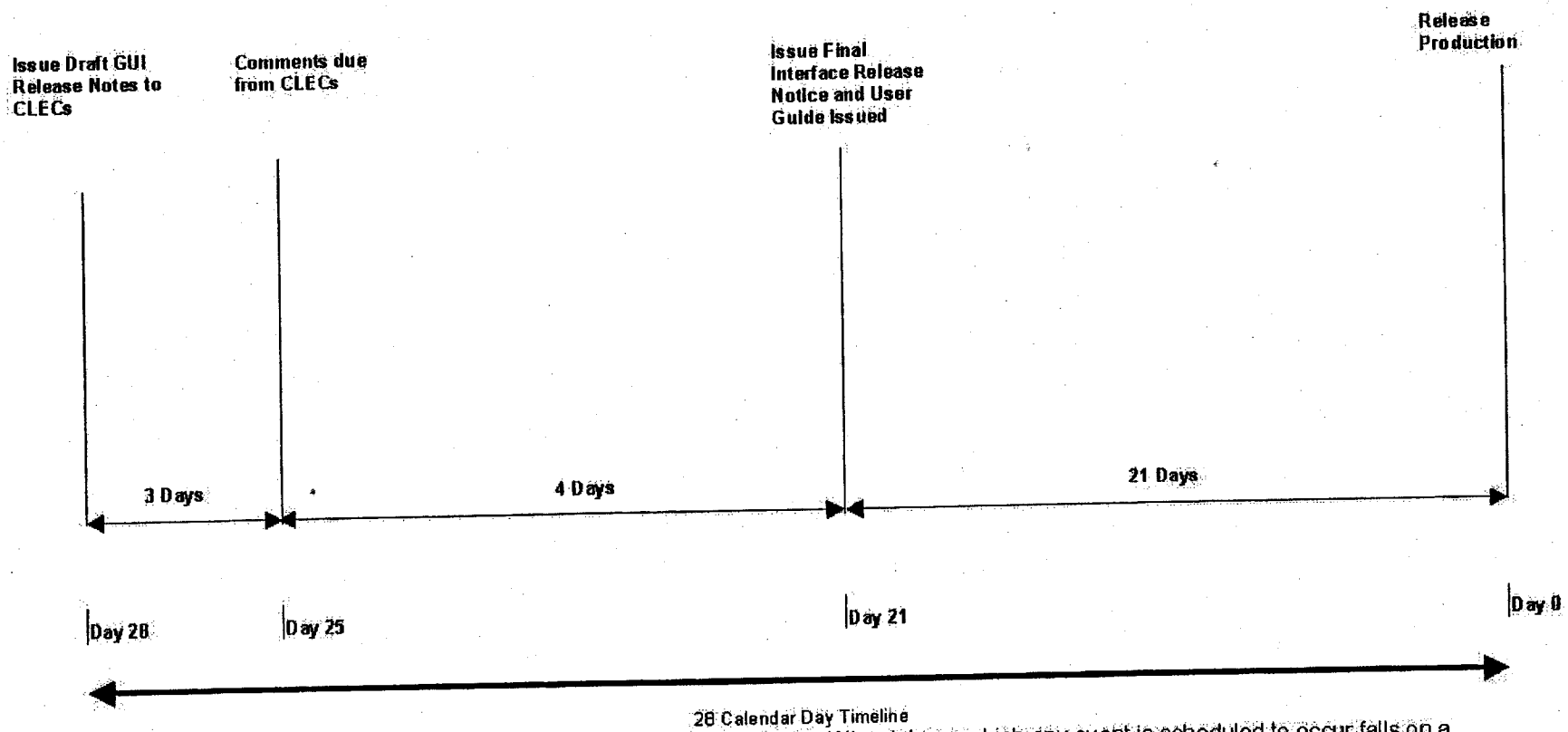
Figure 6: Changes to An Existing Graphical User Interface (GUI) Timeline

Qwest-CLEC Change Management Process
Changes to An Existing Graphic User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

9.0 RETIREMENT OF AN EXISTING OSS INTERFACE

The retirement of an existing OSS Interface occurs when Qwest ceases to accept transactions using a specific OSS Interface. This may include the removal of a GUI or a protocol transmission of information (Application-to-Application) interface.

9.1 Application-to-Application OSS Interface

9.1.1 Initial Retirement Notification

At least two hundred seventy (270) calendar days before the retirement date of application-to-application interfaces, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new application-to-application interface is to be in a CLEC certified production Release prior to the retirement date of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Qwest will issue the initial Retirement Notification no later than two hundred seventy (270) calendar days before retirement. The Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

9.1.2 CLEC Comments to Initial Retirement Notification

CLEC comments on the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

9.1.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Retirement Notification.

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

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9.1.4 Final Retirement Notification

The Final Retirement Notification will be provided to CLECs no later than two-hundred and twenty-eight (228) calendar days prior to the retirement date of the application-to-application interface. The Final Retirement Notification will contain:

- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

9.1.5 Comparable Functionality

Unless otherwise agreed to by Qwest and a CLEC user, when Qwest issues the Initial Retirement Notification the retirement of an interface for which a comparable interface does or will exist, a CLEC user will not be permitted to commence building to the retiring interface. CLEC users of the retiring interface will be grandfathered until the retirement of the interface. Qwest will ensure that an interface with comparable functionality is available no later than one hundred and eighty (180) calendar days prior to retirement of an Application-to-Application interface.

9.2 Graphical User Interface (GUI)

9.2.1 Initial Retirement Notification

At least sixty (60) calendar days in advance of the retirement date of a GUI, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production Release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire a GUI if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

9.2.2 CLEC Comments to Initial Retirement Notification

CLEC comments to the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

9.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Release Notification.

9.2.4 Comparable Functionality

Qwest will ensure comparable functionality no later than thirty-one (31) days before retirement of a GUI.

9.2.5 Final Retirement Notification

The Final Retirement Notification, for GUI retirements, will be provided to CLECs no later than twenty-one (21) calendar days before the retirement date. The Final Retirement Notification will contain:

- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

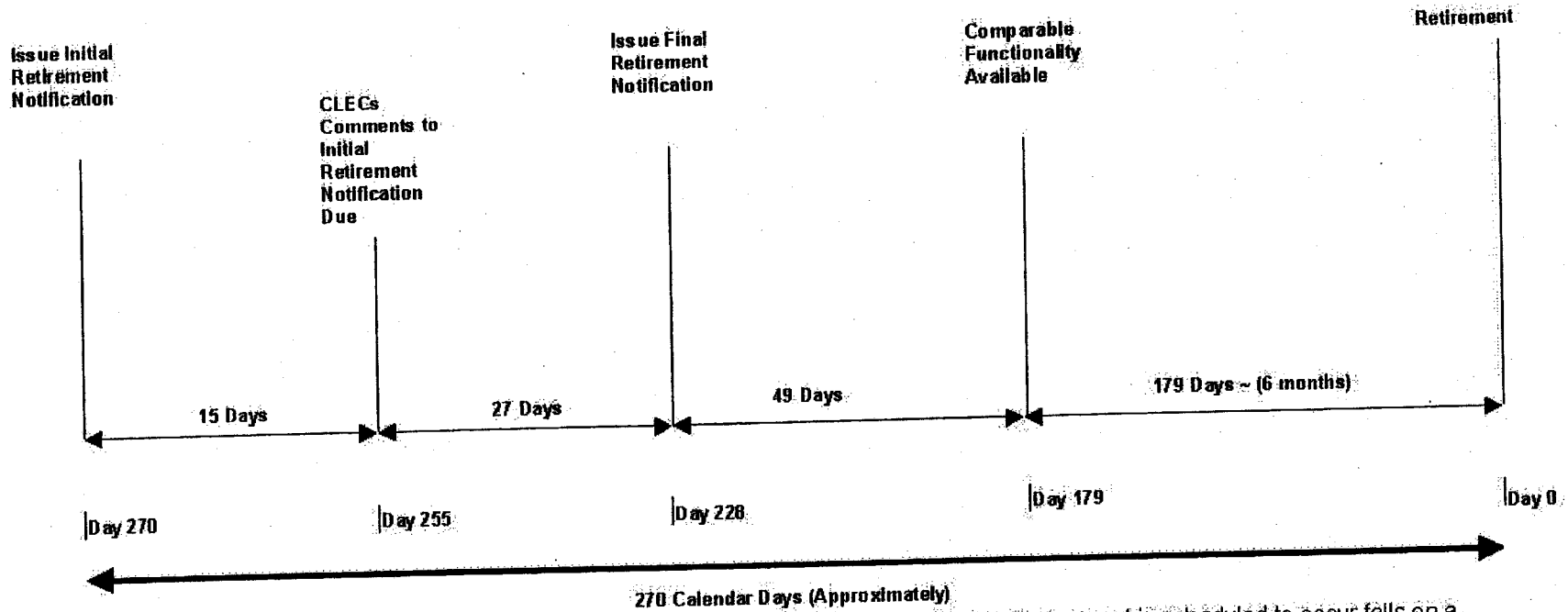
Note: Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06

Figure 7: Retirement of an Existing Application-to-Application OSS Interface Timline

Qwest-CLEC Change Management Process
Retirement of An Existing Application-to-Application OSS Interface Timeline

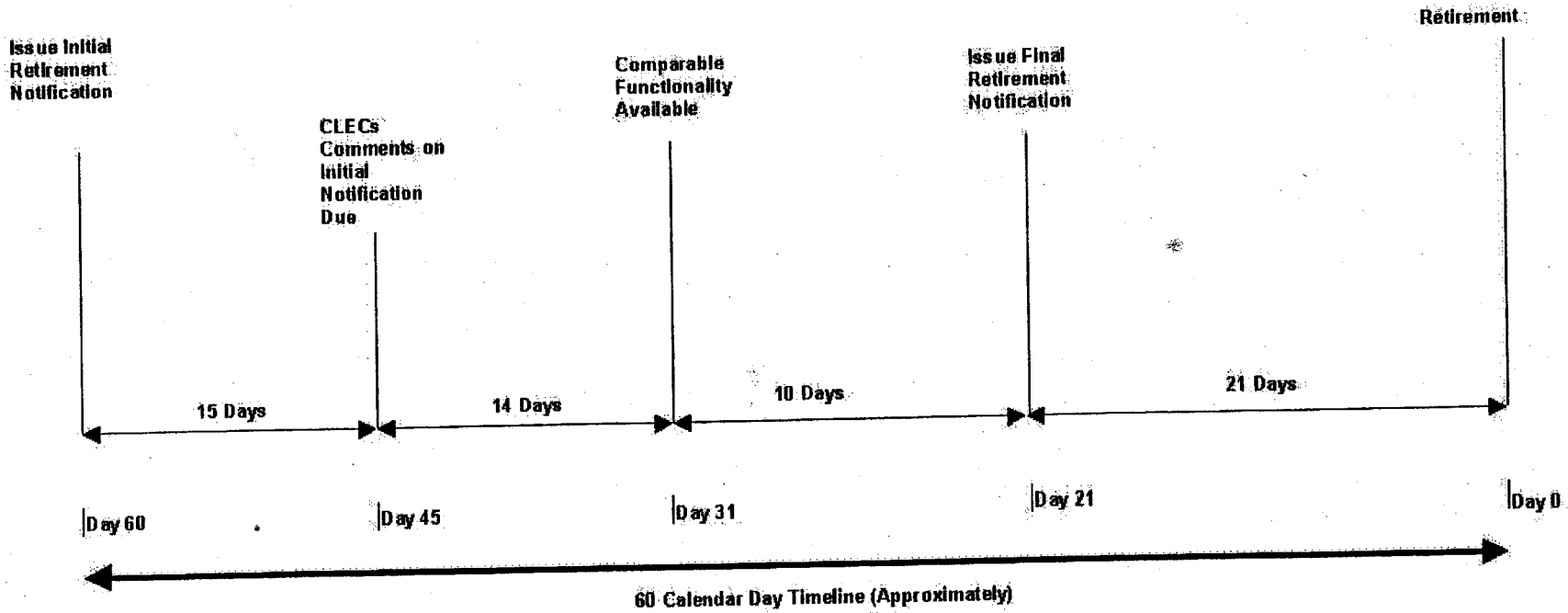


The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Qwest Wholesale Change Management Process Document –01-30-06

Figure 8: Retirement of an Existing Graphic User Interface Timeline

Qwest-CLEC Change Management Process Retirement of An Existing Graphic User Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

10.0 PRIORITIZATION

Each OSS Interface Release is prioritized separately. If the Systems CMP Change Requests for any interface do not exceed Release capacity, no prioritization for that Release is required. The prioritization process provides an opportunity for CLECs and Qwest to prioritize OSS Interface Change Requests (CRs). CRs for introduction of a new interface or retirement of an existing interface are not subject to prioritization and will follow the introduction or retirement processes outlined in Sections 7.0 and 9.0, respectively.

10.1 Test Environment Releases

When an OSS Interface release is prioritized, some of the prioritized OSS Interface CRs will cause a change in that OSS Interface's corresponding test environment. These changes will be included in the test environment release that is made available thirty (30) days prior to the OSS Interface implementation date, and will not be subject to prioritization. The business and systems requirements for these test environment changes will be developed in the same order as the prioritized OSS Interface CRs. Qwest will ensure that the resources allocated to the test environment are sufficient to complete the corresponding OSS Interface Release changes described above.

Any remaining test environment capacity will be allocated to CRs that are specific to the test environment. CRs that are specific to the test environment will be prioritized in accordance with Section 10.0.

Qwest's OSS Interface production environment and test environment development efforts will not compete for resources.

10.2 Regulatory Change Requests

Regulatory changes, are defined in Section 4.0. Separate procedures are required for prioritization of CRs requesting Regulatory changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is a Regulatory Change is set forth in Section 5.1.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web and identify when comments are due, as described in Section 5.1. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

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10.2.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, or court ruling. If no time is specified, Qwest will implement the change as soon as practicable.

Regulatory CRs will be ranked with all other CRs. If the implementation date for a Regulatory CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release.

10.2.2 Industry Guideline Changes

Industry Guideline CRs will be identified in the Monthly CMP Systems Meeting distribution package. Industry Guideline CRs will be ranked with all other systems CRs during prioritization as described in Section 10.0. If an Industry Guideline CR is prioritized high enough to be included in the business and systems requirements phase and is dependant on a "foundation" CR, the "foundation" CR will automatically be worked in conjunction with the Industry Guideline CR.

10.2.3 Regulatory Change Implementation

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations that may affect Qwest's ability to implement the CR in any particular Major Release as part of the CR review and continue to provide information up to the packaging options. At the Monthly CMP Systems Meeting where the Regulatory CR is presented, Qwest will advise CLECs of the possible scheduled Releases in which Qwest could implement the CR and the CLECs and Qwest will determine how to allocate those CRs among the available Major Releases, taking into account the information provided by Qwest regarding technical, practical, and/or development considerations. If the Regulatory CR is not included in a prior Release, it will be implemented in the latest Release specified by Qwest.

10.3 Prioritization Process

10.3.1 Prioritization Review

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion of all CRs eligible for prioritization in a Major Release. If there are any Industry Guideline CRs eligible for prioritization, Qwest will identify all

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Industry Guideline CRs that would need to be implemented prior to or in conjunction with such CRs. Qwest will distribute all materials five (5) calendar days prior to the Prioritization Review. The materials will include:

- Agenda
- Summary document of all CRs eligible for prioritization including identification of dependencies (see Appendix A - Sample – IMA 11.0 Rank Eligible CRs)

Both CLECs and Qwest will have appropriate Subject Matter Experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

The Prioritization Review objectives are to:

- Allow CLECs and Qwest to discuss eligible OSS Interface or test environment Change Requests by providing specific input as to the relative importance that CLECs, as a group, and Qwest assign to each such Change Request.

10.3.2 Ranking Process

Within three (3) business days following the Monthly CMP Systems Meeting that includes the Prioritization Review, Qwest will distribute the Prioritization Form for ranking. Ranking will be conducted according to the following guidelines:

- Each CLEC and Qwest may submit one completed Prioritization Form. The ranking must be submitted by a Point of Contact. The ranking will be submitted to the Qwest CMP Manager in accordance with the process described in Section 10.3.3 below. Refer to Appendix B: Sample – IMA 11.0 Initial Prioritization Form
- Qwest and each CLEC ranks each Change Request on the Prioritization Form by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value will be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest CMP Manager and the results will be distributed to the CLECs in accordance with the process described in Section 10.3.3 below. Refer to Appendix C : Sample – IMA 11.0 Prioritization List.

10.3.3 Ranking Tabulation Process

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail, cmpcr@qwest.com, within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the deadline for submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced.

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10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized Release, the prioritization process will be as follows.

- Within three (3) business days following the Monthly CMP Systems Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized Release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.
- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two (2) business days following the deadline for the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-mail an updated Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting.

10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release. This process may be invoked at any time between the prioritization process and the commitment for the Release. Qwest will determine its ability to work additional CRs for the Release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the CR may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

- The originating CLEC or Qwest will submit an e-mail request to the Qwest CMP Manager, cmpcr@qwest.com, indicating that they wish to withdraw the CR. This e-mail must be sent no later than twenty one (21) calendar days prior to the Monthly CMP Systems Meeting at which the request will be discussed. The written request must contain:
  - the CR number
  - the CR title
  - an explanation of why the originator wishes to withdraw the CR
- Within two (2) business days after receipt of the request to withdraw the CR the CMP Manager will notify, in writing, all of the CLECs that submitted a prioritization ranking. The

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subject line will note "INTENT TO WITHDRAW PRIORITIZED CR [number]." The notification will include:

- the CR number
- the CR title,
- the ranking that it received from the prioritization,
- the explanation of why the originator wishes to withdraw the CR

- If a CLEC or Qwest disagrees with the withdrawal of the CR from the Release, they have the option to assume sponsorship of that CR. They may do so by notifying the CMP Manager, cmpcr@qwest.com, in writing of their intent to assume sponsorship of the CR within five (5) business days after the CMP Manager has sent the intent to withdraw e-mail. If the CMP Manager receives no response within five (5) business days, then the CR will be withdrawn. The new status will be reviewed in the next Monthly CMP Systems Meeting.

10.4 Special Change Request Process (SCRP)

In the event that a systems CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in this CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described in this section. In the event that a carrier submits a CR after prioritization and wishes to invoke the SCRP, the originator may elect not to follow the Late Added CR process as defined in Section 10.3.4.

The SCRP does not supercede the process defined in Section 5.0 (Change Request Origination Process).

The foregoing process applies to Qwest and CLEC originated CRs. In the event a CR is submitted through the SCRP, Qwest agrees that it will not divert IT resources available to work on the CMP systems CRs, to support the SCRP request. Qwest will have to apply additional resources to, and track, the additional work required for the CR it seeks to implement through the SCRP.

All time intervals within which a response is required from one Party to another under this section are maximum time intervals. Each Party agrees that it will provide all responses in writing to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

10.4.1 SCRP Request Form

To invoke the SCRP, the CR originator must send an e-mail to the Qwest CMP SCRP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRP FORM"

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- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRP Form (See Appendix E)
- A single point of contact for the SCRP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

10.4.2 Qwest Acknowledges SCRP Request Receipt with a Confirmation E-mail

Within two (2) business days following receipt of the SCRP request e-mail, Qwest will acknowledge receipt of the complete SCRP request e-mail with a confirmation e-mail and advise the SCRP Requestor of any missing information needed for Qwest to process and analyze the request. When the SCRP request e-mail is complete, the SCRP confirmation e-mail will include:

- Date and time of receipt of complete SCRP request e-mail
- Date and time of SCRP confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail address of the assigned Qwest manager
- Amount of the non-refundable Processing Fee as specified in Section 10.4.8.

10.4.3 Process Fee Invoice

Within one (1) business day of sending the SCRP confirmation e-mail Qwest will bill the SCRP Requestor a non-refundable Processing Fee as specified in Section 10.4.8 below.

10.4.4 SCRP Review Meeting

Within ten (10) business days after the SCRP confirmation e-mail, Qwest will schedule and hold a review meeting with the SCRP Requestor to review Qwest's analysis of the request.

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10.4.5 Preliminary SCRP Quote and Review Meeting

During business and systems requirements analysis, Qwest will review the SCRP request to determine if it has any affinities with CRs packaged for the planned OSS Interface Release. As soon as feasible, but in any case within thirty (30) business days, after receipt of a completed SCRP request form, Qwest will schedule and hold a meeting with the SCRP Requestor to provide and review:

- An estimated Preliminary SCRP quote. The SCRP quote will, at a minimum, include the following information:
  - A description of the work to be performed
  - Estimated Development costs with a cap on cost
  - Targeted Release
  - An estimate of the terms and conditions surrounding the firm SCRP quote. (If the estimate increases before Qwest issues the Firm SCRP Quote, Qwest will communicate the cost increases to the SCRP Requestor.) The SCRP Requestor must comply with payment terms as outlined in Section 10.4.7 before Qwest proceeds with the request.
- An invoice covering the business and systems requirements analysis
  - Payment for this invoice is due no later than thirty (30) calendar days following Qwest's written issuance of the Preliminary SCRP Quote. Qwest will not proceed with further development in support of the SCRP Request until the business and systems analysis and processing invoices are paid.

10.4.5.1 SCRP Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed

The SCRP Requestor has ten (10) business days, upon receipt of the SCRP quote, to either agree to purchase under the quoted price or cancel the SCRP request.

If the SCRP Requestor accepts the SCRP Preliminary Quote, the SCRP Requestor must send an e-mail to the assigned Qwest manager with the following information:

The subject line of the e-mail message must include:

- "SCRP PRELIMINARY QUOTE ACCEPTED"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Statement accepting SCRP Preliminary Quote, planned OSS Interface Release date, and terms and conditions

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- CR originator's name, phone number, and e-mail address

10.4.5.2 SCRP Requestor Asks to Change the SCRP Request

If the SCRP Requestor decides to modify the SCRP request after Qwest provides the preliminary SCRP Quote, the SCRP requestor must submit a written request for change to the assigned Qwest manager. If changes are acceptable to Qwest, Qwest will notify the SCRP Requestor by e-mail within five (5) business days after receipt of such request for a change with a revised preliminary SCRP Quote, if applicable. The SCRP Requestor must inform Qwest, in writing, within five (5) business days, if the modified SCRP quote is acceptable, further changes are required, or the SCRP request is cancelled.

10.4.5.3 SCRP Requestor Cancels the SCRP Request

The last point at which a SCRP Request may be cancelled is at the Monthly CMP Meeting at which Qwest presents the CRs that Qwest has committed to in the Release. Otherwise, the SCRP request will be implemented with the Release and the SCRP Requestor is obligated to pay the full amount of the firm SCRP quote consistent with the payment schedule described below in Section 10.4.7.

10.4.6 Firm SCRP Quote and Review

Qwest will provide the SCRP Requestor a Firm SCRP Quote when Qwest commits CRs to the specific OSS Interface Release.

Qwest will send an e-mail to the SCRP Requestor with the following information:

- The subject line of the e-mail message must include:
  - "FIRM SCRP QUOTE"
  - CR number and title
  - CR originator's company name
- The text of the e-mail message must include:
  - Final SCRP quote and terms and conditions
  - Committed implementation date, or OSS Interface Release
  - Qwest contact name, phone number, and e-mail address

Qwest will schedule and hold a meeting to review the quote no less than ten (10) days following issuance of the Firm SCRP Quote. At this meeting Qwest will review the elements of the Firm Quote and the firm Release Date of the targeted Release.

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10.4.7 Payment Schedule

The SCRP Requestor must pay 50% of the Firm SCRP Quote no more than ten (10) calendar days following the scheduled Release date and the remaining 50% of the Firm SCRP Quote within thirty (30) calendar days after the scheduled Release date.

10.4.8 Applicable SCRP Charges

This section describes the different costs for a SCRP request.

- Processing Fee – a one-time flat fee that must be paid within thirty (30) calendar days after the Qwest-SCRP Review meeting to review the SCRP form. This fee is non-refundable and is treated separately from those charges for development and implementation as described under "Charges for the SCRP Request" below.
- Charges for Business and Systems Requirements - These charges include the costs of developing business and systems requirements.
- Charges for the Development of the SCRP Request – These charges, included in the Preliminary and Firm SCRP Quotes, including labor charges, time and capital costs incurred as a result of developing code and performing testing.

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11.0 APPLICATION-TO-APPLICATION INTERFACE TESTING

If a CLEC is using an application-to-application interface, the CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing in production. If multiple CLECs are using a service bureau provider, the service bureau provider need only be certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified Release of the application-to-application interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel if technically feasible.

New Releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the Release Manager of each Release. Notification of the need for re-certification will be provided to CLEC as the new Release is implemented. The suite of re-certification test scenarios will be provided to CLECs with the Final Technical Specifications. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, if technically feasible. If multiple CLECs are using a service bureau provider, the service bureau provider need only be re-certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified.

Qwest provides a separate Customer Test Environment (CTE) for the testing of transaction based application-to-application interfaces for pre-order, order, and maintenance/repair. The CTE will be developed for each Major Release and updated for each Point Release that has changes that were disclosed but not implemented as part of the Major Release. Qwest will provide test files for batch/file interfaces (e.g., billing).

The CTE for Pre-order and Order currently includes:

- Stand Alone Test Environment (SATE)

The CTE for Maintenance and Repair currently includes:

- CMIP Interface Test Environment (MEDIACC)

Qwest provides Initial Implementation Testing, and Migration Testing (from one Release to the next) for all types of OSS Interface Change Requests. Such testing provides the opportunity to

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test the code associated with those OSS Interface exchange requests. The CTE will also provide the opportunity for regression testing of OSS Interface functionality.

11.1 Testing Process

Qwest will send an industry notification, including testing schedules (see Section 8.0 – Changes to Existing OSS Interfaces), to CLECs so they may determine their intent to participate in the test. CLECs wishing to test with Qwest must participate in at least one joint planning session and determine:

- Connectivity (required)
- Progression Testing (required)
- Controlled Production Testing (required)
- Production Turn-up (required)
- A test schedule (required) that reflects agreed upon dates for phases

A joint CLEC-Qwest test plan may also include some or all of the following based on type of testing requested:

- Requirements Review
- Test Data Development

Qwest will communicate any agreed upon changes to the test schedule. CLECs are responsible for establishing and maintaining connectivity to the CTE.

The CLEC should, in general, experience response times similar to production provided a CLEC uses the same software components and similar connectivity configuration in its test environment that it does in production. This environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering, including the service order processor. Production code problems identified in the test environment will be resolved by using the Production Support process as outlined in Section 12.0.

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12.0 PRODUCTION SUPPORT

12.1 Notification of Planned Outages

Planned Outages are reserved times for scheduled maintenance to OSS Interfaces. Qwest sends associated notifications to all CLECs. Planned Outage Notifications must include:

- Identification of the subject OSS Interface
- Description of the scheduled OSS Interface maintenance activity
- Impact to the CLECs (e.g., geographic area, products affected, system implications, and business implications)
- Scheduled date and scheduled start and stop times
- Work around, if applicable
- Qwest contact for more information on the scheduled OSS Interface maintenance activity

Planned Outage Notifications will be sent to CLECs and appropriate Qwest personnel no later than two (2) calendar days after the scheduling of the OSS Interface maintenance activity.

12.2 Newly Deployed OSS Interface Release

Following the Release Production Date of an OSS Interface change, Qwest will use production support procedures for maintenance of software as outlined below. Problems encountered by the user will be reported, if at all, to the IT Wholesale Systems Help Desk (IT Help Desk). Qwest will monitor, track, and address troubles reported by CLECs or identified by Qwest. Problems reported will be known as IT Trouble Tickets.

A week after the deployment of an IMA Release into production, Qwest will host a conference call with the CLECs to review any identified problems and answer any questions pertaining to the newly deployed software. Qwest will follow this CMP for documenting the meeting as described in Section 3.2. Issues will be addressed with specific CLECs and results/status will be reviewed at the next Monthly CMP Systems Meeting.

12.3 Request for a Production Support Change

The IT Help Desk supports CLECs who have questions regarding connectivity, outputs, and system outages. The IT Help Desk serves as the first point of contact for reporting trouble. If the IT Help Desk is unable to assist the CLEC, it will refer information to the proper Subject Matter Expert, also known as Tier 2 or Tier 3 support, who may call the CLEC directly. Often, however, an IT Help Desk representative will contact the CLEC to provide information or to confirm resolution of the trouble ticket.

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Qwest will assign each CLEC generated and Qwest generated IT Trouble ticket a Severity Level 1 to 4, as defined in Section 12.5. Severity 1 and Severity 2 IT trouble tickets will be implemented immediately by means of an emergency Release of process, software or documentation (known as a Patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity 3 and Severity 4 IT trouble tickets may be implemented when appropriate taking into consideration upcoming Patches, Major Releases and Point Releases and any synergies that exist with work being done in the upcoming Patches, Major Releases and Point Releases.

Qwest will attempt to make a software patch when the system is not working as defined in the technical specifications and/or the GUI systems documentation (excluding PCAT documentation), and issue an event notification clearly defining the change.

If Qwest determines that a software patch is not feasible, and/or Qwest or any CLEC identifies a Patch Release of software or related systems documentation changes that may impact CLEC production coding, Qwest will issue an event notification, initiate a Technical Escalation, and request a joint meeting between Qwest and the CLECs in order to discuss the particular Patch Release. Qwest will notify CLECs of the joint meeting in which Qwest will review the Patch Release, the proposed solution, and the variables which affect the resolution. In all instances, these joint meetings are exempt from the five (5) business day advance notification requirement described in Section 3.0.

At this joint meeting, Qwest and the impacted CLECs will discuss how the pending Patch Release will affect their code. Qwest and the impacted CLECs will discuss any potential resolution options and implementation timeframes. In the event that agreement cannot be reached between Qwest and the impacted CLECs regarding the type of Patch Release to be implemented, the parties will attempt to negotiate an appropriate workaround.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign an IT Trouble Ticket tracking number, which will be communicated to the CLEC at the time the CLEC reports the trouble. The affected CLEC(s) and Qwest will attempt to reach agreement on resolution of the problem and closing of the IT Trouble Ticket. If no agreement is reached, any party may use the Technical Escalation Process, http://www.qwest.com/wholesale/systems/productionsupport.html. When the IT Trouble Ticket has been closed, Qwest will notify CLECs with one of the following disposition codes:

- No Trouble Found – to be used when Qwest investigation indicates that no trouble exists in Qwest systems.
- Trouble to be Resolved in Patch – to be used when the IT Trouble Ticket will be resolved in a Patch. Qwest will provide a date for implementation of the Patch. This is typically applied

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to Severity 1 and Severity 2 troubles, although Severity 3 and Severity 4 troubles may be resolved in a Patch where synergies exist.

- CLEC Should Submit CMP CR – to be used when Qwest's investigation indicates that the System is working pursuant to the Technical Specifications (unless the Technical Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.
- Resolved – to be used when the IT Trouble Ticket investigation has resolved the trouble.

If Qwest has identified the source of a problem for a Severity 3 or Severity 4 IT Trouble Ticket but has not scheduled the problem resolution, Qwest may place the trouble ticket into a "Date TBD" status, but will not close the trouble ticket. Once a trouble ticket is placed in "Date TBD" status, Qwest will no longer issue status notifications for the trouble ticket. Instead, Qwest will track "Date TBD" trouble tickets and report status of these trouble tickets on the CMP Web site and in the Monthly CMP Systems Meeting. When a "Date TBD" trouble ticket is scheduled to be resolved in a Patch, Release or otherwise, Qwest will issue a notification announcing that the trouble ticket will be resolved and remove the trouble ticket from the list reported on the CMP Web site and in the Monthly CMP Systems Meeting.

For "Date TBD" trouble tickets, either Qwest or a CLEC may originate a Change Request to correct the problem. (See Section 5.0 for CR Origination.) If the initiating party knows that the CR relates to a trouble ticket, it will identify the trouble ticket number on the CR.

Instances where Qwest or CLECs misinterpret Technical Specifications and/or business rules must be addressed on a case-by-case basis. All parties will take all reasonable steps to ensure that any disagreements regarding the interpretation of a new or modified OSS Interface are identified and resolved during the change management review of the Change Request.

12.4 Reporting Trouble to IT

Qwest will open a trouble ticket at the time the trouble is first reported by CLEC or detected by Qwest. The ITWSHD Tier 1 will communicate the ticket number to the CLEC at the time the trouble is reported. Once a trouble ticket is opened at the ITWSHD, a CLEC or Qwest may request that the Event Notification process begin on the ticket as described in section 12.6.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the ITWSHD recognizes that it is the same problem, a new ticket is not created. The ITWSHD documents each subsequent call in the primary IT trouble ticket.

If one or more CLECs call in on the same problem, but it is not recognized as the same problem, one or more tickets may be created. When the problem is recognized as the same, one of the tickets becomes the primary ticket, and the other tickets are linked to the primary

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ticket. The ITWSHD provides the primary ticket number to other reporting CLECs. A CLEC can request its ticket be linked to an already existing open IT ticket belonging to another CLEC. When the problem is closed, the primary and all related tickets will be closed.

12.4.1 Systems Problem Requiring a Workaround

If a CLEC is experiencing problems with Qwest because of a system "issue", the CLEC will report the trouble to the ITWSHD. The ITWSHD will create a trouble ticket as outlined above.

The ITWSHD Tier 1 will refer the ticket to the IT Tier 2 or 3 resolution process. If, during the resolution process, the Tier 2 or 3 resolution team determines that a workaround is required ITWSHD (with IT Tier 2 or 3 on the line, as appropriate) will contact the CLEC to develop an understanding of how the problem is impacting the CLEC. If requested and available, the CLEC will provide information regarding details of the problem, e.g., reject notices, LSRs, TNs or circuit numbers. Upon understanding the problem, the IT Tier 1 agent, with the CLEC on the line, will contact the ISC Help Desk and open a Call Center Database Ticket. The IT Tier 2 or 3 resolution team along with the WSD Tier 2 team, and other appropriate SMEs, (Resolution Team) will develop a proposed work around. The WSD Tier 2 team will work collaboratively with the CLEC(s) reporting the issue to finalize the work around. The ITWSHD will provide the CLEC and the WSD Tier 2 team with the IT Trouble Ticket number in order to cross-reference it with the Call Center Database Ticket. The ITWSHD will also record the Call Center Database Ticket number on the IT Trouble Ticket. The CLEC will provide both teams with primary contact information. If the CLEC and Qwest cannot agree upon the work around solution, the CLEC can use either the Technical Escalation process or escalate to the WSD Tiers, as appropriate. Qwest will use its best efforts to retain the CLEC's requested due dates, regardless of whether a work around is required.

12.5 Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to CLEC(s) and impact to the CLEC's business. The severity level gives restoration or repair priority to problems causing the greatest impact to CLEC(s) or its business.

Guidelines for determining severity levels are listed below. Severity level may be determined by one or more of the listed bullet items under each Severity Level (the list is not exhaustive). Examples of some trouble ticket situations follow. Please keep in mind these are guidelines, and each situation is unique. The IT Help Desk representative, based on discussion with the CLEC, will make the determination of the severity level and will communicate the severity level to the CLEC at the time the CLEC reports the trouble. If the CLEC disagrees with the severity level assigned by the IT Help Desk personnel, either on the initial call or at any time while the

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ticket is open, a CLEC may request the ITWSHD to change the severity level, identifying the reason for the change in severity. If Qwest questions the validity of the change in severity, Qwest will contact the CLEC Severity Escalation Contact who raised the severity for clarification.

Severity 1: Critical Impact

- Critical.
- High visibility.
- A large number of orders or CLECs are affected.
- A single CLEC cannot submit its business transactions.
- Affects online commitment.
- Production or cycle stopped – priority batch commitment missed.
- Major impact on revenue.
- Major component not available for use.
- Many and/or major files lost.
- Major loss of functionality.
- Problem can not be bypassed.
- No viable or productive work around available.

Examples:

- Major network backbone outage without redundancy.
- Environmental problems causing multiple system failures.
- Large number of service or other work order commitments missed.
- A Software Defect in an edit which prevents any orders from being submitted.

Severity 2: Serious Impact

- Serious
- Moderate visibility
- Moderate to large number of CLECs, or orders affected
- Potentially affects online commitment
- Serious slow response times
- Serious loss of functionality
- Potentially affects production – potential miss of priority batch commitment
- Moderate impact on revenue
- Limited use of product or component
- Component continues to fail. Intermittently down for short periods, but repetitive
- Few or small files lost
- Problems may have a possible bypass; the bypass must be acceptable to CLECs

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- Major access down, but a partial backup exists

Examples:

- A single company, large number of orders impacted
- Frequent intermittent logoffs
- Service and/or other work order commitments delayed or missed

Severity 3: Moderate Impact

- Low to medium visibility
- Low CLEC, or low order impact
- Low impact on revenue
- Limited use of product or component
- Single CLEC device affected
- Minimal loss of functionality
- Problem may be bypassed; redundancy in place. Bypass must be acceptable to CLECs
- Automated workaround in place and known. Workaround must be acceptable to CLECs

Example:

- Hardware errors, no impact yet

Severity 4: Minimal Impact

- Low or no visibility
- No direct impact on CLEC
- Few functions impaired
- Problem can be bypassed; bypass must be acceptable to CLECs
- System resource low; no impact yet
- Preventative maintenance request

Examples:

- Misleading, unclear system messages causing confusion for users
- Device or software regularly has to be reset, but continues to work

12.6 Status Notification for IT Trouble Tickets

There are two types of status notifications for IT Trouble Tickets:

- Target Notifications: for tickets that relate to only one reporting CLEC – Target Notifications may be communicated by direct phone calls
- Event Notifications: for tickets that relate to more than one CLEC or for reported troubles that Qwest believes will impact more than on e CLEC

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- Event Notifications are sent by Qwest to all CLECs who subscribe to the IT Help Desk. Event Notifications will include ticket status (e.g., open, no change, resolved) and as much of the following information as is known to Qwest at the time the notification is sent:
  - Description of the problem
  - Impact to the CLECs (e.g., geographic area, products affected, business implications, other pertinent information available)
  - Estimated resolution date and time if known
  - Resolution if known
  - Severity level
  - Trouble ticket number(s), date and time
  - Work around if defined, including the Call Center Database Reference Ticket number
  - Qwest contact for more information on the problem
  - System affected
  - Escalation information as available

Both types of notifications will be sent to the CLECs and appropriate Qwest personnel within the time frame set forth in the table below and will include all related system trouble ticket number(s).

12.7 Notification Intervals

Qwest will distribute notifications during the IT Help Desk normal hours of operation (Monday-Friday 6:00 a.m. - 8:00 p.m. (MT) and Saturday 7:00 a.m. - 3:00 p.m. MT). Qwest will continue to work severity 1 problems outside of Help Desk hours of operation, and will communicate with the CLEC(s) as needed. A severity 2 problem may be worked outside the IT Help Desk normal hours of operation on a case-by-case basis.

Notification Intervals are based on the severity level of the ticket, the ticket's Disposition code (e.g., Initial, Update, Closure, etc.), and status changes.

The chart below indicates the response intervals a CLEC can expect to receive after reporting a trouble ticket to the IT Help Desk. Beginning with the issue's immediate acceptance as multi-CLEC impacting issue, Qwest will create and distribute the Initial notification.

Severity Level of Ticket	Response Interval for Status Changes	Response Interval for No Status Changes	Notification Interval upon Resolution
1	Within 1 hour	1 hour	Within 1 hour

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Severity Level of Ticket	Response Interval for Status Changes	Response Interval for No Status Changes		Notification Interval upon Resolution
2	Within 1 hour	1 hour		Within 1 hour
3	Within 4 hours	Workaround Provided	None. Only status ***changes*** will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	4 hours	
4	Within 24 hours	Workaround Provided	None. Only status ***changes*** will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	Every 48 hours.	

"Notification Interval for Any Change in Status" means that a notification will be sent out within the time specified from the time a change in status occurs. Qwest will provide updates to those notifications that do not have a workaround until a workaround is established to inform the CLEC that a the issue is still under investigation. Qwest will not issue Updates when Qwest has provided a Workaround, but no change in status has occurred. "Notification Interval upon Resolution" means that a notification will be sent out within the time specified from the resolution of the problem.

12.8 Process Production Support

Process troubles encountered by CLECs will be reported, if at all, to the ISC Help Desk (Tier 0). In some cases the Qwest Service Manager (Tier 3) may report the CLEC trouble to the ISC Help Desk. Tier 0 will open a Call Center Database Ticket for all reported troubles.

12.8.1 Reporting Trouble to the ISC

The ISC Help Desk (Tier 0) serves as the first point of contact for reporting troubles that appear process related. Qwest has seven Tiers in Wholesale Service Delivery (WSD) for process Production Support. References to escalation of process Production Support issues means

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escalation to one of these seven tiers. Contact information is available through the Service Manager (Tier 3). The Tiers in WSD are as follows:

- Tier 0 – ISC Help Desk
- Tier 1 – Customer Service Inquiry and Education (CSIE) Service Delivery Coordinator (SDC)
- Tier 2 – CSIE Center Coaches and Team Leaders, Duty Pager, Process Specialist
- Tier 3 - Service Manager
- Tier 4 – Senior Service Manager
- Tier 5 – Service Center Director
- Tier 6 – Service Center Senior Director

A CLEC may, at any point, escalate to any of the seven Tiers.

If a CLEC is experiencing troubles with Qwest because of a process issue, the CLEC will report the trouble to Tier 0. Tier 0 will attempt to resolve the trouble including determining whether the trouble is a process or systems issue. To facilitate this determination, upon request, the CLEC will provide, by facsimile or e-mail, documentation regarding details of the trouble, e.g., reject notices, LSRs, TNs or circuit numbers if available. Tier 0 will create a Call Center Database Ticket with a two (2) hour response commitment ("out in 2 hour" status), and provide the ticket number to the CLEC. If Tier 0 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4. With respect to whether the trouble is a systems or process issue, a CLEC may escalate to Tier 1 before the Tier 0 follows the process outlined in Section 12.8.4.

If Tier 0 does not determine that the trouble is a systems issue or is not able to resolve the trouble, Tier 0 will offer the CLEC the option of either a warm transfer to Tier 1 (with the CLEC on the line), or have Qwest place the Call Center Database Ticket into the Tier 1 work queue. Tier 1 will then analyze the ticket and attempt to resolve the trouble or determine if the trouble is a systems or a process issue. If the trouble is a process issue, Tier 1 will notify the Tier 2 process specialist. Tier 2 process specialist will notify all call handling centers (Tier 0, Tier 1 and Tier 2 at each center) of the reported trouble and current status. If Tier 1 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4.

The reporting CLEC(s) and Qwest will attempt to reach agreement on resolution of the trouble. This resolution includes identification of processes to handle affected orders reported by the CLEC and orders affected but not reported. If Qwest and the CLEC determine that the trouble can be resolved in a timely manner, Qwest will status the CLEC every 2 hours by telephone, unless otherwise agreed, until the trouble is resolved to the CLEC's satisfaction. If, at any point, the parties conclude that they are unable to resolve the trouble in a timely manner, the CLEC

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and Qwest will proceed to develop a work around, as described below. At any point, the reporting CLEC may elect to escalate the issue to a higher Tier.

Except in a work around situation, see Section 12.8.3, once the trouble is resolved and all affected orders have been identified and processed, Qwest will seek CLEC agreement to close the ticket(s). If agreement is not reached, CLEC may escalate through the remaining Tiers.

After ticket closure, if the CLEC indicates that the issue is not resolved, the CLEC contacts Tier 2 and refers to the applicable ticket number. Tier 2 reviews the closed ticket, opens a new ticket, and cross-references the closed ticket.

Qwest will use its best efforts to retain the CLEC's requested due dates.

12.8.2 Multiple Tickets

If one or more CLECs call in multiple tickets, but neither the CLECs nor Qwest recognize that the tickets stem from the same trouble, one or more tickets may be created.

Qwest will attempt to determine if multiple tickets are the result of the same process trouble. Also, after reporting a trouble to Tier 0, a CLEC may determine that the same problem exists for multiple orders and report the association to Tier 0. In either case, when the association is identified, Tier 0 will designate one ticket per CLEC as a primary ticket, cross-reference that CLEC's other tickets to its primary ticket and provide the primary ticket number to that CLEC. Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and Service Managers (Tier 3) of the issue.

Once a primary ticket is designated for a CLEC, the CLEC need not open additional trouble tickets for the same type of trouble. Any additional trouble of the same type encountered by the CLEC may be reported directly to Tier 2 with reference to the primary ticket number.

Qwest will also analyze the issue to determine if other CLECs are impacted by the trouble. If other CLECs are impacted by the trouble, within 3 business hours after this determination, the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Managers (Tier 3) of the issue and the seven digit ticket number for the initial trouble ticket (Reference Ticket). At the same time, Qwest will also communicate information about the trouble, including the Reference Ticket number, to the impacted CLECs through the Event Notification process, as described in Section 12.6. If other CLECs experience a trouble that appears related to the Reference Ticket, the CLECs will open a trouble ticket with Tier 0 and provide the Reference Ticket number to assist in resolving the trouble.

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12.8.3 Work Arounds

The reporting CLEC(s) and Qwest will attempt to reach agreement on whether a workaround is required and, if so, the nature of the work around. For example, a work around will provide a means to process affected orders reported by the CLEC, orders affected but not reported, and any new orders that will be impacted by the trouble. If no agreement is reached, the CLEC may escalate through the remaining Tiers.

If a work around is developed, Tier 1 will advise the CLEC(s) and the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the work around and the Reference Ticket number. Tier 1 will communicate with the CLEC(s) during this affected order processing period in the manner and according to the notification timelines established in Section 12.8.1. After the work around has been implemented, Tier 1 will contact the CLECs who have open tickets to notify them that the work around has been implemented and seek concurrence with the CLECs that the Call Center Database tickets can be closed. The closed Reference Ticket will describe the work around process. The work around will remain in place until the trouble is resolved and all affected orders have been identified and processed.

Once the work around has been implemented, the associated tickets are closed. After ticket closure, CLEC may continue to use the work around. If issues arise, CLEC may contact Tier 2 directly, identifying the Reference Ticket number. If a different CLEC experiences a trouble that appears to require the same work around, that CLEC will open a Call Center Data base ticket with Tier 0 and provide the Reference Ticket number for the work around.

12.8.4 Transfer Issue from WSD to ITWSHD

CLECs may report issues to the ISC Help Desk (Tier 0) that are later determined to be systems issues. Once the ISC Help Desk or higher WSD Tier determines that the issue is the result of a system error, that Tier will contact the CLEC and ask if the CLEC would like that Tier to contact the ITWSHD to report the system trouble. If the CLEC so requests, the Tier agent will contact the ITWSHD, report the trouble and communicate the Call Center Database Ticket to the ITWSHD agent with the CLEC on the line. The ITWSHD agent will provide the CLEC and the WSD agent with the IT Trouble Ticket number. The IT Trouble Ticket will be processed in accordance with the Systems Production Support provisions of Section 12.0.

12.9 Communications

When Call Center Database and IT Trouble Tickets are open regarding the same trouble, the IT and WSD organizations will communicate as follows. The WSD Tier 2 Process Specialists will

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be informed of the status of IT Trouble Tickets through ITWSHD system Event Notifications. Additionally, WSD Tier 2 has direct contact with the ITWSHD as a participant on the Resolution Team, as necessary. As the circumstances warrant, the WSD Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the information pertinent to ongoing resolution of the trouble.

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13.0 TRAINING

Qwest will incorporate all substantive changes to existing Graphical User Interfaces (GUI), including the introduction of new GUI, into CLEC training programs. Qwest will execute CLEC training for pre-order, ordering, billing, and maintenance and repair GUIs.

13.1 Introduction of a New GUI

Qwest will include a CLEC training schedule with the Initial Release Notification for the introduction of a new GUI issued in accordance with the interval specified in Section 7.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production Date. Web based training will remain available for the life of the Release.

13.2 Changes to an Existing GUI

Qwest will include a CLEC training schedule with the Draft Release Notes issued for a change to an existing GUI in accordance with the interval specified in Section 8.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production date. Web based training will remain available for the life of the Release.

CEMR training will not be available before the Release Production Date but will be conducted for ninety (90) days in the live environment after the Release Production date.

13.3 Product and Process Introductions and Changes

Qwest may offer CLEC training for product and process introductions and changes based on the complexity of the introduction or change. This training is offered in many forms, but is most commonly offered in the following delivery methods: Web-based, instructor-led, job aids, or conference calls.

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14.0 ESCALATION PROCESS

14.1 Guidelines

- The Escalation Process will include items that are defined as within the CMP scope.
- The decision to escalate is left to the discretion of the CLEC, based on the severity of the missed or unaccepted response/resolution.
- Escalations may also involve issues related to CMP itself, including the administration of this CMP.
- The expectation is that escalation should occur only after Change Management procedures have occurred per this CMP.

14.2 Cycle

Item must be formally escalated through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternatively, the issue may be escalated by sending an e-mail to the Qwest CMP escalation e-mail address cmpesc@qwest.com.

- Subject line of the escalation e-mail must include:
  - CLEC Company name
  - "ESCALATION"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
  - Description of item being escalated
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - CLEC may request that impacted activities be stopped, continued or an interim solution be established.
- Qwest will acknowledge receipt of the complete escalation e-mail with an acknowledgement of the e-mail no later than the close of business of the following business day. If the escalation e-mail does not contain the preceding specified information Qwest will notify the CLEC by the close of business on the following business day, identifying and requesting information that was not originally included.
- When the escalation e-mail is complete, the acknowledgement e-mail will include:
  - Date and time of escalation receipt

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  - Date and time of acknowledgement e-mail
  - Name, phone number and e-mail address of the Qwest Director, or above, assigned to the escalation.
- Qwest will post escalated issue and any associated responses on the CMP Web site within one (1) business day of receipt of the complete escalation or response.
- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, http://www.qwest.com/wholesale/cmp/escalations.html, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to cmpesc@qwest.com within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION."
- If Qwest determines a CLEC meeting is needed to further discuss the escalation, and upon agreement by the originating CLEC, Qwest will also invite the CLECs that chose to participate in the escalation. The meeting will not require 5 day advance notification due to the escalation time constraints.
- Qwest will respond to the originating CLEC and copy the participating CLECs, with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
  - For escalated CRs, seven (7) calendar days after sending the acknowledgment e-mail,.
  - For all other escalations, fourteen (14) calendar days after sending the acknowledgment e-mail.
- The escalating CLEC will respond to Qwest within seven (7) calendar days with a binding position e-mail.
- When the escalation is closed, the resolution will be subject to this CMP

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15.0 DISPUTE RESOLUTION PROCESS

CLECs and Qwest will work together in good faith to resolve any issue brought before this CMP. In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below:

- Item must be formally identified through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternately, a party may send an e-mail to the Qwest CMP Dispute Resolution e-mail address, cmpdisp@qwest.com. Subject line of the e-mail must include:
  - CLEC Company name
  - "Dispute Resolution"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must include appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following:
  - Description of item
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - Qwest will acknowledge receipt of the complete Dispute Resolution e-mail within one (1) business day
- Qwest or any CLEC may suggest that the issue be resolved through an Alternative Dispute Resolution (ADR) process, such as arbitration or mediation using the American Arbitration Association (AAA) or other rules. If the parties agree to use an ADR process and agree upon the process and rules to be used, including whether the results of the ADR process are binding, the dispute will be resolved through the agreed-upon ADR process.
- Without the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the commission's established procedures, with the appropriate regulatory agency requesting resolution of the dispute. This provision is not intended to change the scope of any regulatory agency's authority with regard to Qwest or the CLECs.

This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time.

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16.0 EXCEPTION PROCESS

Qwest and CLECs recognize the need to allow occasional exceptions to this CMP described herein. Extenuating circumstances affecting Qwest or the CLECs may warrant deviation from this CMP. An exception request will be addressed on a case-by-case basis where Qwest and CLECs may decide to handle the exception request outside of the established CMP. An exception request must be presented to the CMP community for acceptance in accordance with this section to determine if the request shall be treated as an exception.

16.1 Exception Initiation and Acknowledgement

If Qwest or a CLEC wishes that any request within the scope of CMP be handled on an exception basis, the party who makes such a request will issue an exception request ("Exception Request"). Exception Requests will be submitted in one of two ways:

- If the request pertains to a single, previously submitted, open CR, the Exception Requestor must follow the process described in Section 16.1.1.
- If the Exception Request is not currently addressed in a single, previously submitted, open CR or if the request involves two or more previously submitted, open CRs, the Exception Requestor must complete a CR form and e-mail it to the CMP Manager, cmpcr@qwest.com. The Exception Requestor must complete the following sections of the CR form: date submitted, company, originator, proprietary (if applicable), optional available dates/times for meetings, area of request, description of exception requested. The description of the exception must contain the information listed in Section 16.1.1.

16.1.1 Requestor Submits an Exception Request

If the Exception Request pertains to a previously submitted CR, the Exception Requestor must send an e-mail to the CMP Manager, cmpcr@qwest.com, with "EXCEPTION" in the subject line. The text of the request must contain the following information:

- Change Request number(s) of an existing Change Request(s) or a completed Change Request form (See Section 5.0)
- Description of the request with good cause for seeking an exception
- A clear statement outlining the course of action the Exception Requestor wishes parties to follow and the desired outcome, if the Exception Request is granted (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information

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- Whether the Requestor wishes to have the request considered at the next Monthly CMP Meeting, or requests an Exception Call/Meeting pursuant to Section 16.2 prior to the next Monthly CMP Meeting
- If a CLEC requests an Exception Call/Meeting, the CLEC should indicate whether it desires a pre-meeting with Qwest, including the CLEC's desire to have certain Qwest subject matter experts attend the pre-meeting and/or Exception Call/Meeting.

16.1.2 Tracking of an Exception Request

Exception Requests will be identified by adding the suffix "EX" to the CR number. If an Exception Request references existing CRs, and the Exception Request is granted, the CR numbers of the referenced CRs will then be modified to include the "EX" suffix.

Within one (1) business day after receipt of an Exception Request, Qwest's CMP Manager will acknowledge receipt of the Exception Request by e-mail to the Requestor. The CMP Manager will include in the acknowledgement an indication of whether an Exception Call/Meeting will be scheduled. If an Exception Call/Meeting is not requested, the Exception change request will be presented to the CMP community as described in Section 16.3 below. The acknowledgement will also include the CR or tracking number.

16.2 Exception Notification

Within three (3) business days after receipt of the request, if an Exception Call/Meeting is requested, the CMP Manager will issue a notification to the CMP community for an Exception Call/Meeting (the "Exception Notification"). The Exception Call/Meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than seven (7) business days after issuance of the Exception Notification.

The subject line of the Exception Notification must include:

- "EXCEPTION NOTIFICATION"

The content of the Exception Notification will include:

- Requestor
- Logistics for Exception Call/Meeting
- Agenda
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information

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- A clear statement that a decision is required to accept, or decline this request as an Exception during this Exception Call/Meeting.
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available.

16.2.1 Pre-Meeting

The pre-meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than two (2) business days after issuance of the Exception Notification. Qwest shall conduct the pre-meeting with the Exception Requestor, any CLECs that wish to participate, Qwest SMEs, and specially requested Qwest personnel, or their equivalents. In all instances, the pre-meeting is exempt from the five (5) business day advance notification requirement described in Section 3.0. The purpose of the pre-meeting is to enable Qwest and CLECs to discuss options for the vote, determine the additional SMEs to invite to the Exception Call/Meeting, and develop a clear statement delineating what "Yes" and "No" votes will mean.

No later than three (3) business days following the pre-meeting, Qwest will distribute an Exception Voting Notification. The subject line of the notification will contain:

- "PRE-MEETING RESULTS – VOTING INSTRUCTIONS"

The body of the notification will contain:

- A clear statement outlining the course of action parties will follow if the Exception Request is granted
- A description of any modifications to the Exception Request made during the pre-meeting
- A clear statement delineating what "Yes" and "No" votes will mean
- Logistics for the Exception Meeting or the Monthly CMP Meeting, at which the vote will be held
- Logistics for additional pre-meetings, if applicable

16.2.2 Conduct Exception Call/Meeting

Qwest will conduct the Exception call/meeting to allow the Requestor to clarify the Exception Request. The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

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Qwest will write, distribute and post minutes as part of the Exception Request Disposition Notification no later than five (5) business days after the Exception Call/Meeting. The minutes will include the disposition and schedule of the implementation of the Exception Request.

16.3 Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting

If an Exception Requestor desires that the vote be taken at the next Monthly CMP Meeting, the Exception Request must be submitted no later than thirteen (13) business days prior to that Monthly CMP Meeting. If an Exception Call/Meeting is not requested by the Exception Requestor, within three (3) business days after receipt of the request Qwest will notify the CLECs by e-mail that an Exception Request has been received by the CMP Manager.

The subject line of the notification must include:

- "EXCEPTION NOTIFICATION"

The notification content shall include:

- Requestor
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- A clear statement that this request will be discussed and a decision is required to accept, or decline this request as an Exception, at the upcoming Monthly CMP Meeting
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available

16.3.1 Discussion and Vote Taken at the Monthly CMP Meeting

If an Exception Call/Meeting is not requested, Qwest will note on the agenda of the next Monthly CMP Meeting that an Exception Request has been submitted, and that a decision is required to accept or decline this request as an Exception. Qwest will include the Exception Request and supporting documentation as part of the Monthly CMP Meeting distribution package.

The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and

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implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

16.4 Vote on Exception Request

A vote on whether an Exception Request will be handled on an exception basis will take place at the Exception Call/Meeting, if one is held (See Section 16.2.2). If an Exception Call/Meeting is not held, the vote will be taken at the Monthly CMP Meeting (See Section 16.3.1). The standards for determining whether a request will be handled on an exception basis are as follows:

- If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.
- If the Exception Request is for a Systems change or seeks to alter any part of this CMP (other than a particular instance of a Product/Process timeline change), a unanimous vote will be required.

Voting will be conducted pursuant to Section 17.0.

Any party that disagrees with results of a vote may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

16.5 Exception Request Disposition Notification

Qwest will issue a disposition notification, including meeting minutes, within five (5) business days after the close of the Exception Call/Meeting, or the Monthly CMP Meeting, at which the vote was taken. The disposition notification will be posted on the Web site.

16.6 Processing of the Exception Disposition

If the outcome of the vote is to grant the Exception Request, then Qwest may proceed with the agreed to disposition. If the outcome of the vote is not to treat the proposed change as an Exception, the originator may withdraw the Exception designation and continue to pursue its change under the established CMP. The originator of the change may also withdraw the change and discontinue pursuit of the requested change.

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17.0 VOTING

When a vote is called, Qwest and CLECs will follow the procedures described below, unless otherwise specified in this CMP.

The Qwest CMP Manager will schedule and hold a discussion call/meeting (if not pursuant to a Monthly CMP Meeting), issue an agenda with any supporting material, and conduct the vote as described below on the open issue. The agenda will be distributed and posted on the web site in advance of the call/meeting as also described below.

The results of the vote will be published, using the voting tally form (refer to Appendix F).

A total of 51% or more of the votes in favor of (or against) a proposal shall constitute a Majority in this CMP.

The standard for the determination of all issues put to a vote under this CMP is the decision of the Majority, except where a different voting standard is expressly stated in this CMP for a particular issue.

17.1 Voter

A Voter is any of the POCs designated under Section 2.2. Additionally, any CLEC POC may designate another member of its company or a third party as an interim POC to vote, for a specific vote, in the absence of the primary, secondary, and tertiary POCs. A third party vote must be accompanied by one of the following two valid forms of documentation (e-mail authorization or Letter of Authorization (LOA)). The e-mail must be sent to the CMP Manager, cmpcr@qwest.com, no later than two (2) hours before the meeting at which the vote will take place. The interim POC may provide an LOA to Qwest at the meeting, prior to the vote.

If an e-mail or LOA is provided to designate a third party interim POC, it must contain the following information in the subject line of the e-mail:

- "Voting Proxy"

The body of the e-mail or LOA must contain the following information:

- CLEC Name
- Third Party Company Name
- Brief description of the issue on which the vote is being taken

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- Date vote call/meeting is scheduled to be held
- Signature of authorizing Carrier (LOA only)

If a meeting is scheduled for a vote but a vote is not taken, e-mailed designations or LOAs will be discarded.

17.2 Participation in the Vote

Any Carrier that is authorized to provide local services in any one of Qwest's 14-state region may qualify as a Voter.

A Voter may participate in the vote in person, over the phone, or via e-mail ballot, as described in Section 17.4.3.

17.2.1 A Carrier is Entitled To a Single Vote

Each Carrier (Qwest or CLEC) is entitled to a single vote regardless of any affiliates. For example, at the time of this writing, WorldCom has several entities offering local services throughout the Qwest region (e.g., MFS, Brooks Fiber, MCI Metro, etc.). WorldCom would be entitled to one vote for all of these affiliates.

17.3 Notification of Vote

Qwest will notify CLECs by email within one (1) business day after determining when a vote on a specific issue must occur. This notification will in no event be less than five (5) business days before the call. The subject line of notification will be identified as "VOTE REQUIRED/Title of Issue." Within one (1) business day after issuing the notification, the notification and any supporting material will be posted on the web site.

17.3.1 Notification Content

When a notification is issued, the notification will be issued as a CMP notification and will consist of:

- a description of the issue and reason for calling a vote
- date and time of the voting call/meeting
- bridge number for the voting call, or logistics for the meeting
- supporting material, if any
- the deadline date and time for submitting e-mail votes

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17.4 Voting Procedures

17.4.1 Quorum

At any CMP call/meeting where a vote is to be taken, a quorum of Carriers, as described in Section 17.2.1, (Qwest and CLEC) must be present. A quorum will be established as follows:

- Qwest and CLECs will determine the average number of Carriers (including Qwest) at the last six days of Monthly CMP Meetings, excluding the highest and lowest attendance numbers (e.g. add the number of Carriers at the remaining four meetings and divide by four) ("Average Number of Carriers").
- If 62.5% or more of the Average Number of Carriers is present, a quorum has been established. For purposes of establishing a quorum, a Carrier not participating in the meeting is considered present if it submitted an e-mail vote by the time designated in the notification of vote.
- When calculating the average number of Carriers and establishing quorum, Qwest will round to the nearest whole number; *i.e.,* Qwest will round a number ending in 0.5 and above to the higher whole number, and round a number ending below 0.5 to the lower whole number.

If a quorum is not present at a call/meeting when a vote is scheduled to be taken, the vote shall be postponed until such time as a quorum is established.

In the case of an Exception request, if a quorum is not established at the Exception all/Meeting, the vote shall be postponed for three (3) business days for a second Exception Call/Meeting. At the second Exception Call/Meeting, a vote will be taken regardless of whether a quorum is established. Prior to the second Exception Call/Meeting, Qwest will distribute a notification stating that at this meeting a vote will take place regardless of whether a quorum is established, and that votes will be accepted in accordance with Sections 17.1 and 17.4.1.

17.4.2 Casting Votes

Once a quorum is established, Qwest will ask for all Voters to place their vote by writing their vote and their company name on a piece of paper. The vote will be either a "Yes," "No" or "Abstain." When all companies have completed their votes, Qwest will collect the ballots. Voters attending by telephone will e-mail their vote to cmpcr@qwest.com, in accordance with Section 17.4.3. After collection of ballots Qwest will read aloud all votes received and collected. If a POC on the phone wishes to vote, but does not have access to a computer, Qwest will arrange with that POC a method to receive its vote. Only votes of "Yes" and "No" will count toward calculating a majority or unanimous decision.

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17.4.3 E-mail Ballots

CLECs wishing to e-mail their vote to Qwest may do so by sending an e-mail to the Qwest CMP Manager, cmpcr@qwest.com. E-mail votes will only be accepted, and included in the tally of the votes, if received prior to the official close of voting during the voting call/meeting.

The subject line of the e-mail must include the following:

- "CLEC BALLOT"
- CLEC Name
- Representative Name

The body of the e-mail must include the following:

- CLEC Name
- Representative Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- CLEC vote

If a meeting is scheduled for a vote but a vote is not taken, e-mailed votes will be discarded. In addition, CLECs who submitted votes by e-mail will be notified that no vote was taken, their votes were discarded, and that the vote may be taken again at a later date.

In the event a CLEC is present to vote, after submitting an e-mail ballot, such CLEC may cast its vote at the call/meeting regardless of the e-mail ballot.

17.4.4 Voting Tally Form

The Voting Tally Form serves as a collective record of the individual company vote. The results of the tally will be included in the meeting minutes as an attached document.

The form will include the following information:

- *Name of Call/Meeting*: The name of the call/meeting
- *Date of Vote*: The date of occurrence
- *Subject*: The topic or issue that is causing the vote
- *Voting Carrier*: The Carrier's company name
- *Voting Participant*: Write the name of the Voter that participates in a 'vote' and how the vote was cast: in person, by phone or by email
- *Yes*: Place an 'X' in box if agreed with proposed plan
- *No*: Place an "X" in box if party disagrees with proposed plan

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- *Abstain*: Any participant may abstain to place a vote by placing an "X" in the box
- *Result*: Qwest shall record the results of the vote in this box

Qwest will announce the results of the vote, by an e-mail notification, no later than five (5) business days following the call/meeting. The result will be included in meeting minutes and posted on the web site.

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18.0 OVERSIGHT REVIEW PROCESS

Qwest or a CLEC may identify issues with this CMP using the Oversight Review Process. Issues submitted through this process may include:

- Improper notification under CMP
- No notification under CMP
- Issues regarding scope of CMP
- Failures to adhere to CMP
- Interpretations of CMP
- Gaps in CMP

This Oversight Review Process is optional. It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires. The submitter is expected to use such available processes. If a submitter chooses to use this process, the following applies.

18.1 Guidelines

- A submitter must submit a issue for Oversight Review, as outlined in Section 18.2 or 18.4.4
- A submitter must raise issues within a reasonable period of time after the submitter becomes aware of an issue
- A response to an Oversight Review Issue may be that the resolution requested should be pursued under a different process in this CMP
- If the parties do not agree whether this process applies, the issue will be brought before the CMP Oversight Committee to determine whether the resolution sought by the submitter is available through this process or another documented process in this CMP

18.2 Issue Submission

An issue may be presented to the CMP body at a monthly CMP Meeting as part of the standing agenda item relating to the operation and effectiveness of CMP (*See* Section 2.1) or may be formally submitted by an e-mail to cmpesc@qwest.com and the CMP POC of the carrier that is the subject of the issue. If the issue is presented at a Monthly CMP Meeting and is not resolved, the submitter must follow the e-mail submission process.

In the event a party chooses to submit an e-mail as described above, the subject line of the issue submission e-mail must include:

- Company name
- "CMP OVERSIGHT REVIEW ISSUE SUBMISSION"

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The submission e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Description of issue
- Basis for considering the matter an Oversight Review Issue
- Citation from the Qwest Wholesale Change Management Document that addresses specific guidelines, if applicable
- Desired resolution
- Contact information including Name, Title, Phone Number, and e-mail address

Qwest must acknowledge receipt of the complete issue submission with an acknowledgement within one (1) business day. If the issue submission does not contain the above-specified information, Qwest must notify the submitter within one (1) business day, identifying and requesting information that was not originally included. When the issue submission is complete, the acknowledgement email will include:

- Date and time of issue submission receipt
- Date and time of acknowledgement email

Qwest must issue a notification announcing that an Oversight Review Issue has been submitted within two (2) business days after receipt of the complete issue e-mail submission. The subject of the notification will include "CMP OVERSIGHT REVIEW ISSUE SUBMISSION."

18.3 Issue Resolution

18.3.1 Response

The carrier cited in the original submission must respond by e-mail to cmpesc@qwest.com. Subject line of the Oversight Review issue response e-mail must include:

- Company name
- "CMP Oversight Review ISSUE RESPONSE"

The response e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Agreement/disagreement with the issue
- Reason for agreement/disagreement
- Citation from the Qwest Wholesale Change Management Process Document that addresses responding company position, if applicable
- Response to desired resolution, and alternative proposed resolution, if applicable

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- Respondent contact information including Name, Title, Phone Number, and e-mail address

Qwest must distribute a notification with the contents of the response e-mail within two (2) business days of receipt. The subject of the notification must include "RESPONSE TO CMP OVERSIGHT REVIEW ISSUE."

18.3.2 Issue Meeting

If the submitter of the Oversight Review Issue is not satisfied with the response provided under Section 18.3.1, the submitter may request a meeting of Qwest and interested CLECs to discuss the issue. Such meeting will be held no later than five (5) business days after the submitter's meeting request. One of the matters to be addressed at this meeting is whether additional meetings should be held to address the issue. Such meetings will be open to all CLECs and Qwest shall provide advanced notification of such meetings pursuant to this CMP. Qwest will provide notification of the outcome of these discussions within two (2) business days after such discussions are concluded. The subject of the notification must include "OUTCOME OF CMP OVERSIGHT REVIEW ISSUE."

18.3.3 Election to Pursue Issue with CMP Oversight Committee

At any point in the process under Sections 18.2 or 18.3, a participant in the discussions of an Oversight Review issue may elect to pursue the issue with the CMP Oversight Committee by sending an email to cmpesc@qwest.com.

18.3.4 Escalation or Dispute Resolution

If any party is not satisfied with the outcome of this Section 18.3, it may follow the Escalation or Dispute Resolution Processes.

18.4 CMP Oversight Committee

18.4.1 Membership

The CMP Oversight Committee will be comprised of one representative from Qwest, one representative from each of up to six (6) CLECs, and one representative from each public utilities commission that wishes to participate. Members of the CMP Oversight Committee must have a comprehensive understanding of this CMP. Names of the members of the CMP Oversight Committee will be listed on the Qwest Wholesale CMP website at the following URL: http://www.qwest.com/wholesale/cmp/coc.html. The membership of the committee has been established through the end of 2003. For 2004 and each year thereafter, the CLEC membership will be established on an annual basis through self nomination. If more than six (6) CLECs are

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nominated for membership, the CLECs will rank the nominees. The six (6) highest ranked nominees will be the CLEC members of the committee for the following year.

18.4.2 Role of the CMP Oversight Committee

The CMP Oversight Committee will act as a subject matter expert regarding the provisions of this CMP. The CMP Oversight Committee will deliberate on CMP Oversight Review Issues and make recommendations to the CMP body on matters such as interpretation of this CMP and proposed changes to this CMP. A recommendation of the CMP Oversight Committee may result in a CR to change this CMP as contemplated by Section 2.1.

18.4.3 Meetings of the CMP Oversight Committee

Meetings of the CMP Oversight Committee will be called on an ad hoc basis, as needed to address CMP Oversight Review Issues as described in Section 18.4.4, and will be called in the same manner, and applying the same time periods, as set forth in Section 3.0, Change Management Process Meetings. A CMP Oversight Committee meeting may be held at the end of a scheduled monthly CMP Meeting. In addition to the CMP Oversight Committee members, other persons may participate in the CMP Oversight Committee meetings to assist the committee in understanding the issues; however, final recommendations to the CMP body may only be made by the CMP Oversight Committee members. In order to conduct a meeting of the CMP Oversight Committee, a majority of its members must be present in person or by teleconference.

18.4.4 Submission of Oversight Review issues to the CMP Oversight Committee

Oversight Review issues may be submitted to the CMP Oversight Committee in a number of ways:

- When parties disagree on the application of the Oversight Review Issue Submission Process to an issue that is raised (*See* Section 18.1)
- A party submitting a CMP Oversight Review Issue under Section 18.2, may direct that the issue be brought to the CMP Oversight Committee;
- During the process under Section 18.3, or once that process is completed, a CMP participant may raise the Oversight Review Issue to the CMP Oversight Committee;
- A CMP Oversight Review Issue may be referred to the CMP Oversight Committee during a Monthly CMP Meeting

18.4.5 CMP Oversight Review

Qwest must issue a notification announcing that a CMP Oversight Review Issue has been referred to the CMP Oversight Committee within two (2) business days after such referral is made. This notification will provide the information for the meeting of the CMP Oversight Committee. The

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subject of the notification will include "POTENTIAL CMP OVERSIGHT REVIEW ISSUE REFERRED TO THE CMP OVERSIGHT COMMITTEE." The notification will solicit from committee members and submitting carrier, dates during the next ten (10) calendar days on which they are available to meet to address the issue. Qwest will establish a meeting date will be established based on the members' and submitting carrier's availability.

18.4.6 Status and Recommendations of the CMP Oversight Committee

Status of outstanding Oversight Review issues will be provided at the monthly CMP meetings and will be posted on Qwest's Wholesale CMP website at the following URL: www.qwest.com/wholesale/coc.html. Recommendations of the CMP Oversight Committee will be distributed to the CMP by e-mail notification with a heading that includes "RECOMMENDATION OF THE CMP OVERSIGHT COMMITTEE." Such notifications will state the issue and briefly describe the recommendation and include a link to more detailed information about the issue. Recommendations of the CMP Oversight Committee will be included on the agenda for the next monthly CMP meeting for discussion by the CMP body. If there is not agreement on a single recommendation by the CMP Oversight Committee, the notification will include the competing recommendations discussed by the CMP Oversight Committee.

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APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS

#	CR Number	Interface	Submit Date	Company	Status	Title	Ship Size	Est LOE Min	Est LOE Max	CR Preparer	Ranking Note
Category A: Not Rank Eligible											
1	14886	IMA Common	9/28/01	Qwest	Pending Withdrawal	Pre-order Transaction: Due Date availability & standard Intervals	Extra Large	5501	8000	Winston, Connie	Category A: Not Rank Eligible
2	23943	IMA Common	9/28/01	Qwest	Pending Withdrawal	Shared Distribution Loop- Long Term	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
3	25505	IMA Common	9/28/01	Qwest	Pending Withdrawal	Line Splitting for UNE-P accounts	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
4	25591	IMA Common	9/26/01	Qwest	Pending Withdrawal	Flowthrough validate LPIC LSR Entries	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
5	25800	IMA Common	9/28/01	Qwest	Pending Withdrawal	Add New Auto Push Statuses	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
6	27751	IMA Common	9/28/01	Qwest	Pending Withdrawal	Intrabuilding Cable.	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
7	27756	IMA Common	9/26/01	Qwest	Pending Withdrawal	Cancellation Remarks	Small	201	750	Winston, Connie	Category A: Not Rank Eligible
Category B: Above the Line											
1	SCR013002-6	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Unbundled Loop and Local Number Portability Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
2	SCR013002-7	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Resale POTS Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
1	24652	IMA Common	9/28/01	Qwest	Presented	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
2	25091	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible

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Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06

6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06

APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM

Assigned Point Value (see instructions)	#	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	EST LOE Min	EST LOE Max
	1	24652	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Qwest	IMA Common	Unbundled PID/PBX Trunk Port	Medium	751	3000
	2	25091	DSL Flowthrough - Re-Branding	Qwest	IMA Common	DSL	Large	3001	5500
	3	26636	Shared Loop Enhancements	Qwest	IMA Common	Shared Loop	Medium	751	3000
	4	30212	Add New UNE-P PAL to IMA	Qwest	IMA Common	UNE-P PAL	Large	3001	5500
	5	30215	Wholesale Local Exchange Freeze Based on CSRs	Qwest	IMA Common	All	Large	3001	5500
	6	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000
	7	5043011	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Eschelon	IMA GUI	All Products	Medium	751	3000
	8	5043076	Create a separate field for line numbers in EDI responses	Eschelon	IMA EDI		Large	3001	5500
	9	5206704	Add OCn capable loop LSR to IMA	ELI	IMA Common	DS1, DS3 & OCn Loop Orders	Large	3001	5500
	10	5405937	CLECs require availability to view completed LSR information in IMA GUI	Verizon	IMA GUI	Resale	Large	3001	5500
	11	5498578	Ability to send dual CFA information on an LSR for HDSL orders	WorldCom	IMA Common	HDSL	Small	201	750
	12	SCR010902-1	Limited IMA GUI Access for Pre-Order Transactions Only	McLeodUSA	IMA GUI	All	Medium	751	3000
	13	SCR012202-1	Incorrect Consolidation of DR5 USOC in IMA	Qwest	IMA Common	ISDN PRI	Medium	751	3000
	14	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000
	15	SCR013002-4	Revision of TOS field in IMA	Qwest	IMA GUI	UNE-P, Resale	Medium	751	3000

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06

	16	SCR013002-5	PIC Freeze Documentation	Qwest	IMA Common	Resale, UNE	Medium	751	3000

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST

RANK	TOTAL POINT VALUE	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max	Original List #
1	251	SCR013102-15	LSOG 6 - Upgrade Field Numbering and Naming to Existing Qwest Forms & EDI Maps **(FOUNDATION CANDIDATE) (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than all other LSOG 6 Change Requests)**	Qwest	IMA Common	All Products	Extra Large	5501	8000	32
2	231	SCR013002-8	Flowthrough on Sup 2 Category Due Date	Qwest	IMA Common	All Products except Designed Products	Large	3001	5500	17
3	227	SCR101901-1	Allow customers to move and change local service providers at the same time. **(NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than #26)**	Eschelon	IMA Common	Centrex Resale, UNE-P	Extra Large	5500	8000	35
4	214	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000	6

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

Qwest Wholesale Change Management Process Document –01-30-06

5	211	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000	14

Note: Throughout this document, OSS Interfaces are defined 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 (local exchange services) provided by CLECs to their end users

Note: Throughout this document, the terms "include(s)" and "including" mean "including, but not limited to."

APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 03/03/05

CHANGE REQUEST FORM

CR # _____ **Status:** _____

Originated By: Date Submitted: _____

Company: _____ Internal Ref# _____

Originator: _____, _____, _____/_____

Name, Title, and email/phone#

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

☐ Product/Process ☐ System

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Exception Process Requested: Please click appropriate boxes

☐ Yes ☐ No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

☐ Exception call/meeting requested

☐ Qwest SME(s) requested at Pre-Meeting (list if required) _____, _____, _____

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

☐ Regulatory ☐ Industry Guideline; Indicate industry forum: _____

Title of Change:

Description of Change/Exception:

Expected Deliverables/Proposed Implementation Date (if applicable):

OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- ☐ Ancillary _____
  - ☐ LIDB _____
  - ☐ 8XX _____
  - ☐ 911 _____
  - ☐ Calling Name _____
  - ☐ SS7 _____
- ☐ AIN _____
- ☐ DA _____
- ☐ Operation Services _____
- ☐ INP _____
- ☐ Centrex _____
- ☐ Collocation _____
  - ☐ Physical _____
  - ☐ Virtual _____
  - ☐ Adjacent _____
- ☐ LNP _____
- ☐ Private Line _____
- ☐ Resale _____
- ☐ Switched Service _____
- ☐ UDIT _____
- ☐ Unbundled Loop _____
- ☐ UNE _____
  - ☐ Switching _____
  - ☐ Transport (Include EUDIT) _____
  - ☐ Loop _____
  - ☐ UNE-P _____
  - ☐ EEL (UNE-C) _____
  - ☐ Other _____
- ☐ Wireless _____
- ☐ LIS / Interconnect

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- ☐ ICDF Collocation _____
- ☐ Other _____
- ☐ Enterprise Data Source _____
- ☐ Other _____
- ☐ Local Switching _____
- ☐ EICT _____
- ☐ Tandem Trans. / TST _____
- ☐ DTT / Dedicated Transport _____
- ☐ Tandem Switching _____

Area Impacted: Please click appropriate box.

- ☐ Pre-Ordering
- ☐ Provisioning
- ☐ Ordering
- ☐ Billing
- ☐ Maintenance / Repair
- ☐ Other _____

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

Order

- ☐ LSR
- ☐ End User (EU)
- ☐ Resale (RS)
- ☐ Resale Split (RSS)
- ☐ Centrex (CRS)
- ☐ Resale Pvt. Line (RPL)
- ☐ Hunt Group (HGI)
- ☐ Loop Service (LS)
- ☐ Centrex Split (CRSS)
- ☐ Port Service (PS)
- ☐ Number Port (NP)
- ☐ Loop Service w/NP (LSNP)
- ☐ Frame Relay (RFR)
- ☐ DID Resale (DRS)
- ☐ Directory Listings (DL)
- ☐ Other _____

LSR Activity

- ☐ N - New
- ☐ C - Change
- ☐ D - Disconnect
- ☐ T – Outside Move
- ☐ M – Inside Move
- ☐ Y - Deny
- ☐ L – Seasonal Suspend
- ☐ W – Conversion As Is
- ☐ B – Restore
- ☐ R - Record
- ☐ Z – Conv as Spec/No DL
- ☐ V – Conversion As Spec
- ☐ Other _____

Pre-Order

- ☐ Address Validation
- ☐ CSR
- ☐ TN Reservation
- ☐ Loop Qual
- ☐ Facility Avail.
- ☐ Service Avail.
- ☐ CFA Validation
- ☐ Appointment Scheduler
- ☐ Raw Loop Data
- ☐ DLR
- ☐ Meet Point
- ☐ Listing Reconciliation
- ☐ Cancel
- ☐ Other _____

Post-Order

- ☐ Local Response
- ☐ Completion
- ☐ PSON
- ☐ Billing Completion
- ☐ Status Updates.
- ☐ Status Inquiry
- ☐ LSR Notice Inquiry
- ☐ LSR Status Inquiry
- ☐ DSRED
- ☐ Batch Hot Cut
- ☐ Provider Notification
- ☐ Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

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☐ CEMR	☐ IMA EDI	☐ MEDIACC	☐ QORA
☐ EXACT	☐ IMA GUI	☐ Product Database	☐ Wholesale Billing Interface
☐ Directory Listing	☐ HEET	☐ SATE	☐ Other _____

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Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at http://www.qwest.com/wholesale/cmp/changerequest.html.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By

- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request

- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested

- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR

- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change

- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception

- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)

- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional

- To the extent known, check the applicable products that are impacted by the CR.

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Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional

- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM

SAMPLE

Qwest Wholesale Change Management Process (CMP)

Special Change Request Process (SCRP) Form

In the event that a systems CMP CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the Qwest Wholesale CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described Section 10.3 of the Qwest Wholesale Change Management Document.

The SCRP may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRP does not supercede the process defined in Section 5.0 of the Qwest Wholesale Change Management Process Document.

The information requested on this form is essential for Qwest to evaluate your invocation of the Special Change Request Process (SCRP). Specific timeframes for evaluating your request are identified in the Special Change Request section of the Qwest Wholesale Change Management Process Document.

Complete the application form in full, using additional pages as necessary, and then submit the form to cmpesc@qwest.com. All applicable sections must be completed before Qwest can begin processing your request.

Requested By Name: _____ Email Address: _____

Company Name: _____

Address: _____

_____

Primary Technical Contact

Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Primary Billing Contact

Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Date of Request:_____

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Qwest Wholesale Change Management Process Document – 09-13-05

Date Received: _____ *(Completed by Qwest CMP Manager)*

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRP:

_____

2. Provide reason for invoking the SCRP.

_____

_____

3. Provide proposed release to include CR in or proposed implementation date.

_____

_____

4. Provide any additional information that you feel would assist Qwest in preparing the SCRP quote.

_____

_____

5. List contact information for any other companies joining in the SCRP.

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

6. List additional contacts, such as technical personnel, who may help us during the evaluation of this request.

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email Address: _____

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Telephone Number: _____ Fax Number: _____

Please submit this form to Qwest in the following manner:

Send an e-mail to the Qwest CMP SCRP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRP FORM"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRP Form
- A single point of contact for the SCRP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

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APPENDIX F: CLEC-QWEST VOTING TALLY FORM

Name of Call/Meeting:	
Date of Vote:	

Subject:	

Voting Carrier	Voting Participant (in person, by phone, or by email)	Vote		
		YES	NO	Abstain

Result:	

DEFINITION OF TERMS

Term	Definition
CLEC	A telecommunications provider that has authority to provide local exchange telecommunications service on or after February 8, 1996, unless such provider has been declared an Incumbent Local Exchange Carrier under the Federal Telecommunications Act of 1996.
Design, Development, Notification, Testing, Implementation and Disposition	Design: To plan out in a systematic way. Design at Qwest includes the Business Requirements Document and the Systems Requirements Document. These two documents are created to define the requirements of a Change Request (CR) in greater detail such that programmers can write system software to implement the CR. Development: The process of writing code to create changes to a computer system or sub system software that have been documented in the Business Requirements and Systems Requirements. Notification: The act or an instance of providing information. Various specific notifications are documented throughout this CMP. Notifications apply to both Systems and Product & Process changes Testing: The process of verifying that the capabilities of a new software Release were developed in accordance with the Technical Specifications and performs as expected. Testing would apply to both Qwest internal testing and joint Qwest/CLEC testing. Implementation: The execution of the steps and processes necessary in order to make a new Release of a computer system available in a particular environment. These environments are usually testing environments or production environments. Disposition: A final settlement as to the treatment of a particular Change Request.
Good Faith	"Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
History Log	A History Log documents the changes to a specific document. The log will contain the document name and, for each change, the document version number, change effective date, description of

Term	Definition
	change, affected section name and number, reason for change, and any related CR or notification number.
Level of Effort	Estimated range of hours required to implement a Change Request
OSS Interface	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.
OSS Interface Application to Application Testing • Controlled Production Testing • Initial Implementation Testing • Migration Testing • Regression Testing	Controlled Production Testing: Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and comply with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up. Initial Implementation Testing: This type of application-to-application testing allows a CLEC to validate its technical development of an OSS Interface before turn-up in production of new transactions or significantly changed capabilities. Migration Testing: Process to test in the Customer Testing Environment a subsequent application-to-application Release from a previous Release. This type of testing allows a CLEC to move from one Release to a subsequent Release of a specific OSS Interface. Regression Testing: Process to test, in the Customer Test Environment, OSS Interfaces, business process or other related interactions. Regression Testing is primarily for use with 'no intent' toward meeting any Qwest entry or exit criteria within an implementation process. Regression Testing includes testing transactions previously tested, or certified.
Release • Major Release • Point Release • Patch Release	A Release is an implementation of changes resulting from a CR or production support issue for a particular OSS Interface There are three types of Releases for IMA.: • Major Release may be CLEC impacting (to systems code and CLEC operating procedures) via EDI changes, GUI changes,

Term	Definition
	technical changes, or all. Major Releases are the primary vehicle for implementing systems Change Requests of all types (Regulatory, Industry Guideline, CLEC originated and Qwest originated). • Point Release may not be CLEC code impacting, but may affect CLEC operating procedures. The Point Release is used to fix bugs introduced in previous Releases, apply technical changes, make changes to the GUI, and/or deliver enhancements to IMA disclosed in a Major Release that could not be delivered in the timeframe of the Major Release. • Patch Release is a specially scheduled system change for the purpose of installing the software required to resolve an issue associated with a trouble ticket.
Release Notification	A notification distributed by Qwest through the Mailout tool to provide the information required by the following sections of this CMP: 7.0 - Introduction of a New OSS Interface, 8.0 - Change to Existing OSS Interfaces and 9.0 - Retirement of Existing OSS Interfaces.
Release Production Date	The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.
Software Defects	A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.
Stand-alone Testing Environment (SATE)	A Stand-Alone Testing Environment is a test environment that can be used by CLECs for Initial Implementation Testing, Migration Testing and Regression Testing. SATE takes CLEC pre-order and order transaction requests, passes the requests to the stand-alone database, and returns responses to the CLEC user. SATE uses pre-defined test account data and requests that are subject to the same BPL IMA/EDI edits as those used in production. The SATE is intended to mirror the production environment (including simulation of all legacy systems). SATE is part of the Customer Test Environment.
Sub-systems	A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS Interface.
Subject Matter Expert (SME)	An individual responsible for products, processes or systems identified or potentially affected by the CLEC or Qwest request.

Term	Definition
	When attending a CMP meeting, a SME will either answer specific questions about the request or take action items to answer promptly specific questions.
Technical Specifications	Detailed documentation that contains all of the information that a CLEC will need in order to build a particular Release of an application-to-application OSS Interface. Technical Specifications include: • A chapter for each transaction or product which includes a business (OBF forms to use) description, a business model (electronic transactions needed to complete a business function), trading partner access information, mapping examples, data dictionary Technical Specification Appendices for IMA include: • Developer Worksheets • IMA Additional Edits (edits from backend OSS Interfaces) • Developer Worksheets Change Summary (field by field, Release by Release changes) • EDI Mapping and Code Conversion Changes (Release by Release changes) • Facility Based Directory Listings • Generic Order Flow Business Model The above list may vary for non-IMA application to application interfaces
Version	A version is the same as an OSS Interface Release (Major or Point Release)

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BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF ESCHELON TELECOM OF ARIZONA, INC. **Complainant,** **vs** **QWEST CORPORATION** **Respondent.**	)	**DOCKET NO. T-03406A-06-0257** **T-01051B-06-0257** **AFFIDAVIT OF RENEE ALBERSHEIM**
STATE OF COLORADO **COUNTY OF DENVER**	) :	**SS**

Renee Albersheim, of lawful age being first duly sworn, deposes and states:

1. My name is Renee Albersheim. I am a Staff Witnessing Representative for Qwest Services Corporation in Denver, Colorado. I have caused to be filed written direct testimony in Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

Renée Albersheim

Renée Albersheim

SUBSCRIBED AND SWORN to before me this 24th day of August, 2006.

Jean M Turner

Notary Public

My Commission Expires: 4-13-2010

EXHIBIT
Q-2
admitted

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM A. MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN K. MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	)	DOCKET NO. T-03406A-06-0257 DOCKET NO. T-01051B-06-0257

REBUTTAL TESTIMONY

OF

RENÉE ALBERSHEIM

ON BEHALF OF

QWEST CORPORATION

FEBRUARY 13, 2007

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is Renée Albersheim. I am employed by Qwest Services Corporation, parent company of Qwest Corporation ("Qwest"), as a Staff Witnessing Representative. I am testifying on behalf of Qwest. My business address is 1801 California Street, 24th floor, Denver, Colorado, 80202.

Q. ARE YOU THE SAME RENÉE ALBERSHEIM THAT SUBMITTED TESTIMONY IN THIS CASE ON AUGUST 28, 2006?

A. Yes, I am.

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to reply to portions of the testimony of Ms. Pamela Genung, filed on behalf of the Commission Staff. Ms. Genung correctly finds that (1) Qwest does not discriminate when expediting the provision of unbundled loops for CLEC customers, and (2) that the maintenance and repair provisions of Eschelon's ICA have no bearing on this complaint. However, Ms. Genung incorrectly finds that the current Expedite and Escalations process developed in the Commission approved CMP is in conflict with the terms of Eschelon's current ICA. To the contrary, as I explained in my direct testimony, the current version of the Expedite and Escalations process developed in the Commission approved CMP is in complete harmony with the terms of Eschelon's current ICA.

Ms. Genung also recommends that the Commission order Qwest to make Version 11 of the Expedite and Escalations process developed in the

Commission approved CMP – instead of Versions 27 and 30 of the process – available to "all CLEC's via an amendment to the CLEC's current Interconnection Agreement." This recommendation flies in the face of the negotiation process set forth in Sections 251/252 of the Act.

Ms. Genung also recommends that Qwest "include a definition of designed and non-designed services in its Arizona tariffs." This is unnecessary as the tariffs set forth the products to which the tariff is applicable.

Ms. Genung also recommends that "a performance measurement for expedites of unbundled loops be developed through the CMP . . . ." There is already a process available for making recommendations for new performance measures of PIDs. A process already exists where a CLEC (or Commission Staff) can make a recommendation to add a PID, and the request can be vetted and a decision made. However, there is not sufficient demand for expedites of unbundled loops to justify a stand-alone PID. Finally, once Qwest agrees to an expedited interval, Qwest has an obligation to meet the accelerated due date, and such orders are already maintained in measure OP-3 (commitments met) for unbundled loops. Thus, the Commission can already see how well Qwest is provisioning unbundled loops based upon either the standard interval or the expedited interval. Data for the last 12 months in Arizona for analog loops shows that Qwest has met between 95.2% and 99.8% of unbundled loop orders each month. This is substantially in excess of the 90% benchmark set by the Commission. Qwest's performance clearly provides CLECs with a meaningful opportunity to compete.

Finally, Ms. Genung recommends that Qwest and Eschelon "include expedites of the installation of Unbundled Loops in their interconnection Agreement

negotiations." Qwest and Eschelon have already done that, and the arbitration is set to be tried before the Commission in March 2007.

III. STAFF FINDINGS IN SUPPORT OF QWEST'S POSITIONS

A. Qwest's Expedite Process Provides CLECs with a "Superior Service"

Q. DOES STAFF FIND THAT QWEST'S EXPEDITE PROCESS IS DISCRIMINATORY?

A. No. Ms. Genung states at page 32 of her Testimony that, "Based on the facts of this case, Staff does not support a finding of discrimination. Thus, the Staff agrees with Qwest that it makes expedites available to CLECs including Eschelon on a non-discriminatory basis. Staff understands that Qwest makes one process available for design services (the "Pre-Approved Expedites" process) and a separate process available for POTS/non-designed services (the "Expedites Requiring Approval" process)."

Q. EVEN THOUGH THE STAFF AFFIRMATIVELY FINDS PARITY IN PROCESSES, WHAT DOES THE STAFF RECOMMEND?

A. The Staff recommends that Qwest be forced to offer Version 11 of the Expedite and Escalations process developed in the Commission approved CMP to all CLECs.

Q. WHAT IS THE NET EFFECT OF THIS RECOMMENDATION?

A. The net effect of this recommendation is that the Staff is recommending that Qwest be forced to offer superior service to the CLECs in the provision of Expedites and Escalations. The 8th Circuit Court of Appeals has already held

that it is illegal as a matter of law to order ILECs like Qwest to offer superior service.[1]

However, it is important to recognize that the Staff is correct that expediting an order for a CLEC provides a superior service to the CLEC. That means several important points necessarily follow; specifically:

- The terms of the 1996 Act do not dictate the provisions of expedited orders;
- As Terri Million explains, it is improper as a matter of law to set rates for expedites according to TELRIC principles, or even in a cost docket proceeding; and,
- The only question is the terms of the CLEC's interconnection agreement.

Section 252(a)(1) allows a party to enter into provisions in the ICA that have no bearing – one way or the other – on the terms of the Act.[2] Thus, the question comes down to whether Eschelon had a right under the terms of its existing ICA to obtain expedites of unbundled loops free of charge. As I explained in my direct testimony, and as I will explain again below, Eschelon's current ICA does not give them a right to obtain expedites free of charge. As the Staff itself recognized, the ICA specifically contemplates that Eschelon will pay a fee to get an order expedited.

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[1] *See e.g., Iowa Utilities Board v.* AT&T, 120 F.3d 753, 812-813 (8th Cir. 1997), *aff'd in part and rev'd in part*, 525 U.S. 366, 397 (1999).

[2] *Verizon New Jersey, Inc. v. Ntegrity Telecontent Servs., Inc.* 219 F. Supp. 2d 616, 632-33 (D.N.J. 2002); *see also Net2Globe Int'l, Inc. v. Time Warner Telecom of N.Y.*, 273 F. Supp. 2d 436, 459 (S.D.N.Y. 2003) ("while § 251 requires interconnectivity among telecommunications carriers . . . [o]nce an interconnectivity agreement . . . is formed and approved by government regulators, 'the Communications Act intends that the [local exchange carrier] be governed directly by the specific agreement rather than the general duties described . . . in section 251'") (quoting *Law Offices of Curtis V. Trinko, LLP v. Bell Atlantic Corp.*, 305 F.3d 89 (2d Cir. 2002), *rev'd and remanded on other grounds sub nom. Verizon Communications, Inc. v. Law Offices of Curtis V. Trinko*, 540 U.S. 389 (2004)).

Q. STAFF FURTHER STATES THAT THERE IS NO RETAIL ANALOG FOR EXPEDITES IN THE INSTALLATION OF UNBUNDLED LOOPS. IS THAT CORRECT?

A. Yes, that is correct. As I explained in my direct testimony, every commission to consider the issue has decided that the ordering and provisioning of unbundled analog loops does not have a retail analog.

Q. WHAT IS THE SIGNIFICANCE OF THIS STAFF FINDING?

A. The Commission has already found that Qwest provides a meaningful opportunity for CLECs to compete by provisioning unbundled analog loops in an average of 6 business days. The Commission also set a standard interval for the provision of unbundled loops to be 5-days. Thus, expediting the orders for an unbundled loop is providing superior service to the CLECs far beyond that necessary to provide them a meaningful opportunity to compete. Thus, just as I stated before, this recommendation also establishes that expediting orders for unbundled loops is a superior service.

B. Repair Language is Irrelevant

Q. DOES STAFF AGREE WITH QWEST THAT ESCHELON'S REFERENCES TO REPAIR LANGUAGE IN ITS INTERCONNECTION AGREEMENT IS IRRELEVANT?

A. Yes. Ms. Genung states at page 28 of her testimony that, "Eschelon's Complaint addresses the refusal by Qwest to provide repairs for disconnects in error. Staff believes that the general repair provisions are irrelevant to this Complaint because Eschelon did in fact place an order with Qwest to disconnect the customer's circuit. Therefore, there was no Qwest caused error that resulted in a

disconnection that would bring the disconnect in error repair intervals into play." This conclusion is in perfect harmony with my direct testimony.

C. The Distinction between Designed and Non-Designed Services

Q. DOES STAFF RECOGNIZE THAT THERE IS A DISTINCTION BETWEEN DESIGNED AND NON-DESIGNED SERVICES?

A. Yes. Ms. Genung acknowledges that there is a difference in her discussion of definitions of these terms in the tariffs on page 23 of her direct testimony.

Q. DOES IT FOLLOW THAT QWEST'S TARIFFS SHOULD BE CHANGED TO INCLUDE DEFINITIONS FOR DESIGNED AND NON-DESIGNED SERVICES IN ITS ARIZONA TARIFFS AS MS. GENUNG RECOMMENDS ON PAGE 40 OF HER TESTIMONY?

A. No. There is no reason to define "design services" in the applicable tariff. The parties purchasing out of the tariff are not focused on the systems from which Qwest provisions the facility in question. They simply want to know the services they can order out of the tariff. The tariff defines the types of circuits that a customer can purchase from the tariff in question. For example, the AZ QC Competitive Private Line Transport Services Price Cap Tariff specifically identifies US WEST DS1 Service and US WEST DS3 Service. There is simply no need to define "design services" as it will not help the customers better understand the service they are ordering.

IV. ERRORS IN STAFF'S INTERPRETATION OF THE CURRENT ICA

A. The Current ICA Gives Eschelon the Right to Request an Expedite and Gives Qwest the Right to Refuse to Expedite the Order

Q. HOW DOES MS. GENUNG INTERPRET THE CURRENT ICA BETWEEN ESCHELON AND QWEST.

A. Ms. Genung finds that Qwest's current interconnection agreement gives Eschelon the right to obtain expedites for orders of unbundled loops according to the Expedites and Escalations process set forth in Version 11 of the process created in the Commission approved CMP. Ms. Genung makes this recommendation because she believes that the current Expedites and Escalations process created in the Commission-approved CMP either conflicts with terms of Eschelon's current ICA or would abridge the rights of Eschelon under this agreement. As I have stated above, I agree with many of Ms. Genung's recommendations; however, on this point I disagree with her conclusion.

Q. PLEASE RESTATE THE LANGUAGE OF THE ENABLING LANGUAGE OF THE CMP.

A. As I stated in my direct testimony on page 24:

The CMP Document clearly states in its introduction:

> In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the

> rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

> None of the parties felt that the CMP should be used as a mechanism to subvert commitments established via Interconnection Agreements. But the converse should also be true. Interconnection Agreements should not be used as mechanism to subvert the CMP. Interconnection Agreements should not contain such product, process and systems operational specifics that these items cannot be managed via the CMP as intended. Any such provisions in an interconnection agreement would make it impossible for the CMP participants to change without first obtaining an amendment (and agreement from the parties) to that Interconnection Agreement.

As Ms. Jill Martain explains in her rebuttal testimony, it is undisputed that Eschelon has used the CMP to modify the Expedites and Escalations process. Thus, the facts show that Eschelon itself recognizes that the CMP is the proper vehicle to modify the Expedites and Escalations process underlying the parties' ICA. Now, Eschelon is trying to use the language of the ICA to subvert the CMP. Eschelon's position is internally inconsistent. Eschelon's conduct pre-dating this Complaint establishes what Eschelon itself knows is the truth – the process for expediting orders can be modified in the Commission approved CMP.

Q. MS. GENUNG BASED HER ANALYSIS ON SECTIONS 3.2.2.13, 3.2.4.2.1 AND 3.2.4.4 OF THE ICA. DID MS. GENUNG GIVE FULL WEIGHT TO ALL OF THE LANGUAGE IN THESE SECTIONS OF THE ICA?

A. No. Ms. Genung appears to interpret the terms in these sections of the contract as giving Eschelon an absolute right to expedites; however, in the process, Ms. Genung ignores language in these contract provisions which leave it to Qwest's discretion as to whether to grant an expedite. Section 3.2.2.1.3 states:

> Expedites: U S WEST shall provide CO-PROVIDER the capability to expedite a service order. Within two (2) business hours after a request from CO-PROVIDER for an expedited order, **U S WEST shall notify CO-PROVIDER of U S WEST's confirmation to complete, or not complete, the order within the expedited interval**. (emphasis supplied).

Based on the complete language in this section, Qwest has the discretion to determine whether or not to expedite an order. The ICA does give Eschelon the right to request expedites, but the ICA gives Qwest the right refuse to expedite an order.

Other provisions of the parties' current ICA make the same point:

> 3.2.4.3.1 If CO-PROVIDER requires a due date earlier than the U S WEST offered due date **and U S WEST agrees to meet the CO-PROVIDER required due date**, then that required due date becomes the committed due date and expedite charges may apply. (emphasis added)

> 3.2.4.4 Subsequent to an initial order submission, CO-PROVIDER may request a new/revised due date that is earlier than the committed due date. **If U S WEST agrees to meet that new/revised due date**, then that new/revised due date becomes the committed due date and expedite charges may apply. (emphasis added)

Thus, the parties' current ICA makes plain on numerous occasions that expedited due dates only apply when Qwest agrees to expedite the order. Again, the ICA does not give Eschelon the right to obtain expedited orders; it simply gives Eschelon the ability to request expedited orders. Qwest has never denied Eschelon the ability to request an expedited order.

Q. DOES THE CURRENT EXPEDITE PROCESS CREATED IN THE COMMISSION APPROVED CMP ABRIDGE THE RIGHTS EXTENDED TO ESCHELON IN ITS ICA?

A. No. In fact, the Staff's interpretation of the ICA abridges the rights extended to Qwest under the ICA. As I stated in my direct testimony, the current ICA states on numerous occasions that Qwest is entitled to compensation for expediting orders for Eschelon. Attachment 5 of the ICA contains three specific statements that expedite charges may apply:

> 3.2.4.2.1 If CO-PROVIDER requests a due date earlier than the standard due date interval, then **expedite charges may apply**. (emphasis added)

> 3.2.4.3.1 If CO-PROVIDER requires a due date earlier than the U S WEST offered due date and U S WEST agrees to meet the CO-PROVIDER required due date, then that required due date becomes the committed due date and **expedite charges may apply.** (emphasis added)

> 3.2.4.4 Subsequent to an initial order submission, CO-PROVIDER may request a new/revised due date that is earlier than the committed due date. If U S WEST agrees to meet that new/revised due date, then that new/revised due date becomes the committed due date and **expedite charges may apply.** (emphasis added)

Ms. Genung recognizes these express provisions of the ICA; yet still concludes that Qwest is obligated to expedite orders for unbundled loops free of charge.

Q. GIVEN THAT THE ICA CONTAINS EXPRESS LANGUAGE GIVING QWEST THE RIGHT TO COMPENSATION FOR EXPEDITING ORDERS, HOW DOES STAFF REACH THE CONCLUSION THAT ESCHELON IS ENTITLED TO EXPEDITES FREE OF CHARGE?

A. Staff finds that there was a period of time when the Commission approved CMP had a process in place to expedite orders for all products according to the "Expedites Requiring Approval" process at no cost to CLECs. Thus, Staff goes to the process created in CMP for expedites – not to the language of the parties' ICA – to conclude that Eschelon has a right to obtain expedites at no cost.

Staff's reliance on the expedite process created in the Commission approved CMP to determine the rights of the parties under their ICA makes Qwest's point. The process for determining whether and when an order can be expedited is dictated in the CMP. Eschelon should not be able to use the CMP process to modify the Expedites and Escalations process, and then refuse to accept the changes made in the CMP to that very process.

The plain language of the ICA gives Qwest the right to compensation when it expedites an order. Eschelon cannot claim "conflict" with the ICA or abridgment of rights under the ICA when Qwest seeks to obtain payment that the plain language of the ICA entitles Qwest to receive.

B. The ICA and the Current Expedite Process Are Not in Conflict

Q. STAFF SUGGESTS THAT THE CURRENT EXPEDITE PROCESS IS IN CONFLICT OR ABRIDGES THE RIGHTS OF THE PARTIES UNDER THE CURRENT ICA. DOES QWEST AGREE?

A. No. As I stated above, the current expedite process does not conflict with the parties' ICA. The ICA states that Eschelon can request expedites, and if Qwest agrees to expedite the order, that expedite charges may apply. The current ICA gives Qwest the right to determine whether or not to expedite an order. Under the terms of the current ICA, Qwest does not violate the agreement by refusing to expedite orders for design services unless Eschelon agrees to pay a $200 per day fee. The current expedite process does not alter the plain language of the ICA. If anything, the current expedite process gives CLECs more certainty that expedites will be granted by establishing the conditions under which expedites are automatically approved. This will be discussed further in the testimony of Jill Martain.

C. Staff's Concern with 2-wire/4-wire Loops is Irrelevant to This Case

Q. MS. GENUNG SPENT SOME TIME DISCUSSING THE ADDITION OF 2-WIRE/4-WIRE UNBUNDLED LOOPS TO THE PRE-APPROVED EXPEDITE PROCESS IN VERSION 27 OF THE EXPEDITE PCAT.[3] IS THAT FACT RELEVANT TO THE SPECIFIC CUSTOMER NAMES IN THIS COMPLAINT?

A. No. It is undisputed that Eschelon's original order for the named customer in this case was for a DS1-Capable Loop. DS1-Capable Loops were already part of the Pre-Approved Expedite process when version 27 of the PCAT was released.

[3] See Genung Direct pages 30-32.

Thus, the Staff's testimony about how Versions 27 and 30 of the Expedite and Escalations process impacted the products for which Eschelon could expedite an order has no impact on the named customer in this case.

D. Performance Measures Are Not Appropriate for Expedites

Q. MS. GENUNG RECOMMENDS THAT A PERFORMANCE MEASUREMENT FOR EXPEDITES OF UNBUNDLED LOOPS BE DEVELOPED THROUGH CMP.[4] IS THAT APPROPRIATE?

A. No. Performance measures are not developed in the CMP. A process for updating performance measures has been developed separately and is explained in detail on the Qwest Wholesale Website.[5] .

Q. DOES QWEST ALREADY TRACK HOW WELL IT MEETS PROMISED DUE DATES WHEN IT PROVISIONS UNBUNDLED LOOPS?

A. Yes. Performance Measure OP-3 is entitled "Commitments Met." The exact language of O-3 reads:

> Measures the percentage of orders for which the scheduled due date is met.
>
> - All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity. Also included are orders with customer-requested due dates longer than the standard interval.

[4] See Genung Direct page 40.
[5] The process for requesting modification to PIDs is available at http://www.qwest.com/wholesale/clecs/reqmodpid.html on Qwest's Wholesale website.

- Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.[6]

This measurement is based upon the date of delivery returned in a Firm Order Confirmation. If Qwest agrees to expedite an order an FOC will so reflect the expedited date. Thus, Qwest's provisioning of expedited orders for unbundled loops are already being measured, albeit in a measure that includes all orders for loops.

Qwest tracks this performance for many different types of unbundled loops. A vast percentage of the unbundled loops ordered by CLECs are analog loops, and during the 271 process, the Commission found that Qwest needed to provision 90% of those loops by the date set forth in the FOC. The last year of data shows that Qwest far exceeds the 90% measure each and every month. Indeed, Qwest provisions between 95.2% and 99.8% of analog loops each month.[7]

This data shows that Qwest provides CLECs – including Eschelon – with a meaningful opportunity to compete. There is simply no need for a new PID. Moreover, this is not the proper forum to recommend issuance of a new PID. If Staff wants a new PID on expedites, the matter should be raised in the PID Management Process.[8] Then the request can be fully explored. Qwest would recommend against a new PID for several reasons including: (1) expedited

[6] A Link to the Performance Indicator Definitions can be found at http://www.qwest.com/wholesale/results/roc.html .
[7] A link to Qwest's current performance in Arizona can be found at http://www.qwest.com/wholesale/results/roc.html .
[8] Further information regarding the PID Management process can be found at www.qwest.com/wholesale/results/index.html .

service is not a 251 obligation, but a superior service; therefore it is inappropriate for such a PID to be mandated; (2) the volumes of expedited orders is relatively small; therefore, there is no need for a new PID; and, (3) Qwest is making expedited orders available to CLECs as a benefit to them; under no circumstance should Qwest be penalized for trying to be a Good Samaritan and offer something to CLECs that it is not legally obligated to provide.

Q. DOES IT FOLLOW THAT EXPEDITE PERFORMANCE NEEDS TO BE MEASURED?

A. No. The speed of an expedite was not at issue in this case. The issue was whether or not an expedite should have been granted and under what circumstances. If Staff's intent was to measure how often expedites are granted, there is no indicator to determine how often expedites should be granted. Each case is specific to the individual order in question. Finally, Staff has not provided any basis to demonstrate that such a performance measure is needed or otherwise required.

E. The Rate for Expedites Should Not Be Considered In the Next Cost Docket

Q. STAFF RECOMMENDS THAT THE RATE FOR EXPEDITES BE CONSIDERED IN THE NEXT COST DOCKET.[9] DOES QWEST AGREE?

A. No. As I stated in my direct, and as was discussed in the direct testimony of Theresa K. Million, expediting orders for Eschelon or any CLEC constitute a superior service. As I stated above, Staff's testimony goes a long way to establishing that expedited orders constitute a superior service. As such, it is inappropriate to consider the rates for expedites in a cost docket. This will be discussed further in the rebuttal testimony of Theresa K. Million.

[9] See Genung Direct at page 40.

1 **F. Forcing Withdrawal of ICA Amendments is a Violation of**
2 **the Act**

3 **Q. STAFF RECOMMENDS THAT QWEST BE REQUIRED TO TELL ALL CLECS**
4 **THAT SIGNED AN EXPEDITE AMENDMENT THAT THE PROCESS IS**
5 **OPTIONAL, AND DOES NOT ABRIDGE THEIR RIGHTS UNDER THEIR**
6 **EXISTING ICAS.[10] IS STAFF'S RECOMMENDATION APPROPRIATE?**

7 A. No. This case is a dispute between two parties, Eschelon and Qwest. The facts
8 in this case are specific to Eschelon's current Interconnection Agreement, which
9 has been in effect for over six years. It is not appropriate to issue an order
10 impacting all CLECs and all interconnection agreements based on the facts in
11 this one case. Qwest has not put forward facts about other CLECs and their
12 ICAs. Qwest does not agree that the expedite process is in conflict with
13 Eschelon's current interconnection agreement, much less any other CLECs
14 agreement. As further discussed in the testimony of Jill Martain, Qwest believes
15 that the current expedite process has been properly developed through the CMP
16 and does not need to be redesigned.

17 **Q. IS STAFF'S RECOMMENDATION CONSISTENT WITH THE TERMS OF THE**
18 **TELECOMMUNICATIONS ACT?**

19 A. No. Section 252(a)(1) specifically gives all parties who enter into voluntary
20 agreements the ability to "enter into a binding agreement . . . without regard to
21 the standards set forth in subsections (b) and (c) of Section 251." Courts have
22 uniformly held that parties have the right to enter into voluntary agreements, and
23 that such agreements are binding on the parties.[11] The Staff's recommendation

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[10] See Genung Direct page 36.

[11] *Verizon New Jersey, Inc. v. Ntegrity Telecontent Servs., Inc.* 219 F. Supp. 2d 616, 632-33 (D.N.J. 2002); *see also Net2Globe Int'l, Inc. v. Time Warner Telecom of N.Y.*, 273 F. Supp. 2d 436, 459 (S.D.N.Y. 2003) ("while § 251 requires interconnectivity among telecommunications carriers . . . [o]nce an interconnectivity agreement . . . is formed and approved by government regulators, 'the Communications Act intends that the [local exchange carrier] be governed directly by the specific agreement rather than

to negate several voluntarily negotiated contract amendments wherein parties agreed to compensate Qwest to expedite orders $200/day is without precedent and would violate the plain language of the Act.

V. CONCLUSION

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. My testimony responds to the testimony of Staff Witness Pamela Genung. I discuss Staff's agreement with Qwest that the current expedite process is not discriminatory. Staff also agrees with Qwest that repair language in the ICA and tariffs is irrelevant to this case which is about expediting an order for service. And Staff recognizes that there is a difference between designed and non-designed service. These conclusions raised by Staff establish, in and of themselves, that Eschelon seeks a superior service from Qwest.

I also discuss those issues on which Staff and Qwest disagree, and why the Commission should adopt Qwest's position on those issues. Qwest does not agree with Staff that Eschelon has the right through the terms of its ICA, to receive expedites for free. The terms of the current ICA clearly state that expedite charges may apply. The current Qwest expedite process does not conflict with the current ICA; therefore it is not necessary to redevelop the expedite process in the CMP. This issue is discussed further in the testimony of Jill Martain.

Staff's concern with 2-wire and 4-wire unbundled loops is irrelevant to this case. The loop at issue in this case was a DS1 capable loop.

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the general duties described . . . in section 251'") (quoting *Law Offices of Curtis V. Trinko, LLP v. Bell Atlantic Corp.*, 305 F.3d 89 (2d Cir. 2002), *rev'd and remanded on other grounds sub nom. Verizon Communications, Inc. v. Law Offices of Curtis V. Trinko*, 540 U.S. 389 (2004)).

It is not appropriate to develop a separate performance measure for expedites. Qwest is already measured on its due date performance, and the present measures of installation commitments include expedited orders.

The rate for expedites should not be considered in the next cost docket. Expedites are not UNEs but superior services, and therefore it is not appropriate to set the rate for expedites in a cost docket. This issue is discussed further in the testimony of Teresa K. Million.

And finally, forcing withdrawal of ICA amendments, as recommended by Staff, would violate the plain language of Section 251(a)(1) of Telecommunications Act.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF ESCHELON TELECOM OF ARIZONA, INC.	)	
Complainant,	)	**DOCKET NO. T-03406A-06-0257**
vs	)	**T-01051B-06-0257**
QWEST CORPORATION	)	
Respondent.	)	**AFFIDAVIT OF RENEE ALBERSHEIM**
STATE OF COLORADO	) :	**SS**
COUNTY OF DENVER	)	

Renee Albersheim, of lawful age being first duly sworn, deposes and states:

1. My name is Renee Albersheim. I am a Staff Witnessing Representative for Qwest Services Corporation in Denver, Colorado. I have caused to be filed written rebuttal testimony in Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

Renee Albersheim

Renee Albersheim

SUBSCRIBED AND SWORN to before me this 12th day of February, 2007.

Notary Public

My Commission Expires: 8/21/07

EXHIBIT
Q3

PLEASE SEE BARCODE
0000092869

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF	)	DOCKET NO. T-03406A-06-0257
ESCHELON TELECOM OF ARIZONA, INC.	)	DOCKET NO. T-01051B-06-0257
AGAINST QWEST CORPORATION	)	

REBUTTAL TESTIMONY

OF

JILL MARTAIN

ON BEHALF OF

QWEST CORPORATION

FEBRUARY 13, 2007

Public Version

EXHIBIT
Q-4
admitted

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE FOR THE COMMISSION YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is Jill Martain and I am currently employed by Qwest Corporation as a Manager for Process Management. My business address is 250 E. 200 South, Salt Lake City, Utah.

Q. ARE YOU THE SAME JILL MARTAIN THAT FILED DIRECT TESTIMONY ON AUGUST 28, 2006 IN THIS PROCEEDING?

A. Yes, I am.

II. PURPOSE OF TESTIMONY

Q. PLEASE STATE FOR THE COMMISSION YOUR REASON FOR THIS TESTIMONY.

A. I am responding to the testimony of Ms. Pamela Genung of the AZ Staff. Most of my testimony is to clarify inaccuracies in Ms. Genung's testimony; however, I also make additional points in response to her testimony.

III. REBUTTAL OF THE ARIZONA COMMISSION STAFF

Q. PLEASE PROVIDE YOUR OVERALL ASSESSMENT OF THE AZ STAFF'S TESTIMONY.

A. The Staff's testimony, in effect, argues that Qwest has an obligation to utilize Version 1 of the Expedites and Escalations process, because it was the process in place at the time Eschelon opted into its interconnection agreement (ICA) with Qwest in calendar year 2000. Despite this, the Staff goes on to state that Eschelon should be able to take advantage of changes made to the Expedites and Escalations process in the Change Management Process (CMP) that Eschelon likes. For example, Version 6 of the Expedites and Escalations

process documented that expedites would be allowed for Medical Emergencies. Moreover, two additional scenarios were added to the process at Eschelon's request (Version 22). At the same time, Staff is recommending that Qwest not be able to take advantage of Versions 27 and 30 also approved in the CMP.

Thus, Staff recommendations are internally inconsistent. On one hand, they recommend authorizing certain changes to the Expedites and Escalations process even though they were created in the CMP. On the other hand, they recommend against Versions 27 and 30 because they were implemented in the CMP.

Eschelon is the most active participant in the CMP. They recommend and utilize process changes in the CMP all the time. Their actions and involvement in the CMP show that the processes modified in their ICA have been modified time and again in the CMP. The argument that the Expedites and Escalations process underlying Eschelon's ICA has been rendered static since the signing of the ICA is belied by the record evidence.

Q. DESCRIBE CRITICAL CHANGES MADE TO THE EXPEDITES AND ESCALATIONS PROCESS IN THE CMP, BEGINNING WITH VERSION NO. 1.

A. Many changes have been made to the Expedite PCAT. As illustrated below, the documentation started with getting the existing process documented externally, then went on to add many clarifications (not process changes) in an effort to get the undocumented process clarified in more detail. In conjunction with the clarifications, actual process changes were implemented through the CMP.

Version 1 of the PCAT was created because the expedite process was not documented anywhere for the CLEC community and current procedures needed to be described. Version 1 was to document an already existing undocumented process that was in place and had been utilized by Qwest for some time.

As with all processes that evolve in the CMP, Version 6 (that added additional clarifying information on how to expedite a request) and Version 8 (further clarifying how expedites were to be processed) were submitted to add more clarity on how the process at that time was to be followed. Eschelon was very involved in documenting the process externally, further solidifying that Eschelon agreed that the CMP was the place to update and make changes to the expedite process.

Version 11 was the first substantial change to the existing Expedites and Escalations process. As a result of the Covad CMP CR PC021904-1[1], Covad requested that CLECs pay a fee for the ability to obtain expedites for any reason. The distinction between the "Expedites Requiring Approval" and the "Pre-Approved Expedites" processes were created as a result. Again, Eschelon was heavily involved with these discussions as illustrated through the meeting minutes that are contained within the CR notes.

Version 17 was the next big change that automatically included Resold Designed Services in the Pre-Approved Expedites process. With resold services, an amendment was not required because they are automatically governed by the rates, terms and conditions defined in the Retail Tariffs.

Version 22 added additional opportunities for the CLECs to expedite for free if they were operating under the Expedites Requiring Approval Process. Qwest added a condition for National Disaster and Eschelon requested and Qwest agreed, to add two additional scenarios:

- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected.

[1] See Exhibit JM-R1

Version 27 placed 2w/4w Analog Loops into the Pre-Approved Expedite Process. This allowed customers the capability to expedite for a fee, all of the products that followed the Designed Services flow (with the exception of E-911).

Version 30 changed the process to be in parity with Qwest's entire customer base (Retail, Wireless, Interexchange and CLEC Customers), requiring all customers who expedite products that follow the Designed Services Flow to pay a per-day expedite fee. This change removed the capability to expedite due dates on design services for free (even in emergency situations), which was already in place for Qwest's other customer bases since August 2004.

Q. THERE SEEMS TO BE SOME CONFUSION WITH THE FACT THAT VERSION 30 REMOVED THE CAPABILITY TO EXPEDITE DESIGN SERVICES FOR FREE EVEN IN EMERGENCY SITUATIONS. CAN YOU CLARIFY FOR US HOW THE DOCUMENTATION IDENTIFIES THAT IS NOT THE CASE?

A. With the implementation of Version 30, the first paragraph of the Expedites section clearly states the following:

> Requesting an expedite follows one of two processes, depending on the product being requested. If the request being expedited is for a product contained in the "Pre-Approved Expedites" section below, your ICA must contain language supporting expedited requests with a "per day" expedite rate. If the request being expedited is for a product that is not on the defined list, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

Staff appears to read this provision as allowing CLECs the choice of using either the Expedited Requring Approval Process or the Pre-Approved Expedites process. This assumption is erroneous. I assume the confusion probably lies with the fact that Qwest inadvertently overlooked the first paragraph under the Expedites Requiring Approval process to remove the sentence that stated that "if an amendment was not signed that the Expedites Requiring Approval Process could be used." Although the first paragraph of the Expedite section and Pre-

Approved Expedite Process section was appropriately updated, a modification to the later paragraph was inadvertently missed. However, the CLEC community understood without a doubt the intent of the change associated with Version 30.

In a later CMP notification, Qwest identified that this particular paragraph was not updated. As a result, Qwest issued a Level 1 notice to make the following paragraph consistent with the paragraph shown above. The PCAT now states:

> **Expedites Requiring Approval**
>
> For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service) the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Thus, Qwest made a prompt change to clarify that Expedites Requiring Approval process was not available for design services (other than E-911 as stated above). There was no CLEC opposition to this Qwest Level 1 notice.

IV. DESIGNED SERVICES VERSES NON-DESIGNED SERVICES

Q. WHAT IS THE DIFFERENCE BETWEEN THE PROVISIONING OF A NON-DESIGNED/POTS SERVICE AND A PRODUCT THAT FOLLOWS THE DESIGNED SERVICES PROCESS FLOW?

A. Products that follow the Non-Designed Services flow are usually POTS (Plain Old Telephone Service) type requests. Examples of these requests are basic residential, business or centrex type services. These products do not require special engineering and in many instances, can be installed without a technician even being dispatched.

Products that follow the Designed Services Flow are more complex. They have additional engineering requirements, and in some cases, require that special equipment be installed in order for the circuit to work. Examples of these

products are DS1, DSO, ISDN and DSS Trunks, as well as all forms of unbundled loops. These products require additional attention and are tested and turned up with coordination between the CLEC and Qwest before the circuit is accepted for billing.

Q. WHAT IS THE RELEVANCY IN THIS CASE BETWEEN A PRODUCT THAT FOLLOWS THE DESIGNED SERVICES FLOW AND ONE THAT DOES NOT?

A. The relevancy is the circuit at issue for the named customer is a DS1 service, which is included as one of the products in the Pre-Approved Expedite Process. DS1 products do not qualify for expedites under emergency situations; they qualify as a product that provides expedites for a fee. In Staff's testimony on page 23, lines 10-15, Ms. Genung suggests that modifications made to the process in Versions 27 and 30 were confusing because of references to 2-wire and 4-wire analog loops. For reasons I will express below, given Eschelon's extremely active role in the CMP, this should not have created confusion for Eschelon; indeed, Qwest utilized the process that has been agreed to and implemented in the CMP since day-one to effect these changes. Even more fundamentally, however, the customer at issue in this case did not order a 2w/4w analog loop, but a DS1 Capable Loop. It is unquestioned that there was never any confusion about this high-capacity design service.

In addition, Ms. Genung states on Page 25, Line 23 that the DS1 in question should have been expedited under the Expedites Requiring Approval process as a "medical emergency". As referenced in Jean Novak's testimony, the named customer did not present a medical emergency. Even for a retail customer, this would have been processed as a request that incurred a per-day expedite fee, irrespective of whether it was a medical emergency or a customer disconnect in error. As I described above, emergency conditions for free were removed either at the time the CLEC signed an amendment or when Version 30 was

implemented for the remaining customers. Retail customers have been working under this premise since 2004.

Q. WAS THE INTENT WITH THE IMPLEMENTATION OF VERSION 11 OF THE EXPEDITE PROCESS TO DELINIATE BETWEEN NON-DESIGNED SERVICES AND DESIGNED SERVICES?

A. With Covad's Change Request, requesting expedites for a fee[2], Qwest was looking at the expedite process across the board for all products (Designed and Non-Designed Services). Version 11 of the Expedites and Escalations process was the first process that differentiated between "Expedites Requiring Approval" and "Pre-Approved Expedites." As implemented, the "Expedites Requiring Approval" process applied to all to POTS services and Designed Services where a CLECs ICA did not contain the $200 a day rate. Qwest expedited these services at no cost so long as (1) the request met various enumerated emergency conditions, and (2) Qwest had sufficient staff available to expedite the order. As implemented, the "Pre-Approved Expedites" process applies to design services, and – so long as the CLEC has an interconnection agreement that contains a $200/day expedite fee in it – Qwest will expedite orders for design services, again so long as Qwest has sufficient staff available to expedite the order. Version 11 is the first version where CLECs had the option to sign an amendment for expedites for the $200 per day fee. When a CLEC signed an amendment, the "reasons" an expedite was requested was no longer necessary and expedites for free under emergency situations were no longer an option. This was discussed with the CLECs through the CMP ad-hoc meetings associated with Covads CR.

With the initial deployment of the Pre-Approved Expedite process in Version 11, Qwest continued to have discussions internally to see if it was feasible to have Non-Designed Services included the Pre-Approved Expedite Process. It was

[2] See Exhibit JM-R1

later determined that Qwest would not be able to implement this change in a non-discriminatory manner and it is a coincidence at this point that the Pre-Approved process ended up being solely for products that follow the designed services flow.

Q. ON PAGE 36 OF MS. GENUNG'S TESTIMONY, STAFF STATES THAT VERSIONS 27 AND 30 OF THE EXPEDITE AND ESCALATIONS PROCESS DENIED ESCHELON THE ABILITY TO OBTAIN AS EXPEDITE WITHOUT AN AMENDMENT TO THEIR ICA. HOW DO YOU RESPOND?

A. Staff's conclusion that Qwest breached the Eschelon ICA appears to be premised on the mistaken conclusion that Echelon could not expedite orders without an amendment to their ICA. This is simply inaccurate. Eschelon can expedite all POTS services when Emergency Conditions exist, as defined in Version 1 of the Expedites and Escalations process created in the CMP. This would not require a change in their ICA. However, to obtain expedites of any design service, meaning any unbundled loop, Eschelon needed to amend their ICA with Version 30 to include a provision agreeing to pay $200/day. Thus, the provisions of their ICA stating that Eschelon can expedite orders continues to have teeth and meaning even after Versions 27 and 30 of the process were implemented.

V. DEVELOPMENT OF PROCESSES IN CMP TO EXPEDITE ORDERS

Q. ARE THERE OTHER VERSIONS OF THE EXPEDITE AND ESCALATIONS OVERVIEW BUSINESS PROCEDURE THAT YOU ARE BELIEVE ARE RELEVANT TO THIS CASE?

A. Outside of Version 27 and Version 30 that have been discussed, Versions 8, 17, 22 and 24 are also of importance. Eschelon took advantage of the changes to the Expedites and Esclations process implemented in CMP through these versions, well after executing their ICA in mid-2000. Some of these changes

were also Level 3 changes made through the Commission-approved CMP process. They illustrate how processes evolve through CMP after an initial CR has been implemented and show how the CLECs were in agreement with the additional changes that were made. They also illustrate how Eschelon considered the Expedites and Escalations process as one that could be modified in the CMP.

Q. PLEASE DESCRIBE WHAT DISCUSSIONS TOOK PLACE IN THE CMP AS IT RELATES TO THOSE VERSIONS.

A. Version 8 was originally issued as a Level 2 notice (changes or updates to an existing undocumented process) to add more clarification on how the CLEC submitted the request and how the request is handled once Qwest receives the expedite. Eschelon objected to the notice as a Level 2 notice and officially requested a Change to Disposition to a Level 4, as Eschelon believed the proposed change constituted a major effect on their operating procedures[3].. As a result, the changes were discussed in more detail during the April 2004 CMP monthly meeting and Version 8 was reissued, again, as a Level 2 notice, through agreement with the CLEC Community. Eschelon is well aware of its capabilities to challenge notices that are sent, or request that notices be changed to a higher level of notification. Eschelon did not request a change to the disposition on either of the changes with Version 27 or 30, which would have shown Qwest that they felt the changes were inappropriate or had a major impact to their current operating procedures.

V22 implemented three new expedite scenarios to the Expedites Requiring Approval Process. Eschelon was a key participant in these discussions bringing to the table the following two scenarios that were added to this process:

[3] See Exhibits JM-R2, JM-R3, JM-R4 and JM-R5

- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected.

This is further affirmation that Eschelon is in agreement that the expedite process is one that can and should be modified through the CMP. .

V24 also had no actual discussion in CMP. This change, again, created a benefit to the CLECs, reducing the overall costs associated with expediting service requests that follow the Pre-Approved Expedite Process. There were no issues associated with implementing this change with the CLECs. .

Version 17, which included Resold Designed Services into the Pre-Approved Expedite Process, and Version 24, which changed the way Qwest billed expedite charges on Designed Services, were changes made to the expedite process that were not associated with the Covad CMP CR requesting expedites for a fee. These two versions represent examples of changes made through the CMP as part of a processes ongoing evolution, which also had a moderate affect on CLEC operating procedures, much like Version 27 and 30.

Q. WAS THE ISSUE OF CLEC DISCONNECTS IN ERROR DISCUSSED IN ANY OF THOSE MEETINGS?

A. During the Ad-hoc meeting held on January 6, 2005, regarding Covad's CR it was discussed with the CLEC community that CLEC disconnects in error were not included in the Expedites Requiring Approval Process. During the meeting, VCI asked "what happens if a customer is disconnected in error and it is the CLECs error?" Qwest advised this would be handled as a new LSR with standard interval. Thus, any time a CLEC disconnected a line in error it was not eligible for expedite as part of the Expedite Requiring Approval Process. As the Staff correctly recognized, the DS-1 Capable Loop at issue in this case was

disconnected in error by Eschelon; therefore, it was not eligible for an expedite under the Expedite Requiring Approval Process. This was true dating back to Version 11 of the process. Thus, even if Version 11 of the Expedite and Escalations Process were in place in March 2006, the DS1 Capable Loop at issue in this case would not have been eligible for an expedite.

This is also in parity with Retail processes.

Q. DID ESCHELON PARTICIPATE IN ANY OF THOSE DISCUSSIONS?

A. Yes. Eschelon was present and participated in the meeting where this issue was discussed. Eschelon never complained, or took issue with the fact that a CLEC disconnect in error did not qualify to be expedited.

Q. WOULD AN EXPEDITE REQUEST FOR A CLEC CAUSE DISCONNECT IN ERROR HAVE BEEN GRANTED PRIOR TO THE IMPLEMENTATION OF VERSION 30 FOR EITHER A DESIGNED OR NON-DESIGNED SERIVCE?

A. CLEC disconnects in error have never been a scenario that is listed in the Expedites Requiring Approval process, nor the process that was reinforced with the implementation of Version 11. Disconnects in error due to Qwest caused reasons is the only valid condition that exists. This is also true for Qwest's Retail customers. The Retail Due Dates POTS/Non-Designed process states that "an expedite will **only** be granted if the disconnect in error is Qwest generated."[4]

An expedite request for a CLEC caused disconnect in error is granted under the Pre-Approved Expedite process for a fee due to the fact that a "reason" is not required when an expedite is requested under this process.

[4] See Confidential Exhibit JM-D4 from my direct testimony filed on August 28, 2007.

Q. STAFF SEEMS TO TAKE ISSUE WITH THE FACT THAT VERSIONS 27 AND 30 OF THE PROCESS WERE BEING CONSIDERED SIMULTANEOUSLY. IS IT UNCOMMON FOR MULTIPLE VERSIONS OF A BUSINESS PROCEDURE OR PCAT TO BE OUT FOR CLEC COMMENT AT THE SAME TIME?

A. As a course of documenting updates, it is not unusual for multiple changes to be in process at any given time. These changes may or may not ultimately be implemented (for instance, if a notice is retracted or a change to disposition is requested that delays the initial implementation date). Therefore, CMP standard practice is to show the proposed changes based upon the current production Version of a process, not a Version that is being considered.

This was the case with the implementation of Version 27 and Version 30.

Some PCATS don't have as much activity as the Expedites and Escalations Overview does, such as a product specific PCAT. In those circumstances, there are not many occurrences of overlapping CLEC notifications. There are other PCATs that have similar activity with multiple versions out for CLEC comment at one time. Two other examples would be the Ordering Overview and the Provisioning and Installation Overview[5]. The reasons that these PCATS have a higher amount of notices going on at the same time is due to the fact that these PCATS, like the Expedite and Escalations Overview, have multiple processes within them that have the potential to change. Anyone that participates in the CMP with some frequency – such as Eschelon – is well aware of this fact. Indeed, it is striking that Eschelon has not argued confusion in its own testimony.

[5] See Exhibit JM-R6 and also the Qwest Wholesale Website History Logs at the following locations:
http://www.qwest.com/wholesale/clecs/ordering.html
http://www.qwest.com/wholesale/clecs/provisioning.html

Q. CAN YOU DESCRIBE THE TIMELINES ASSOCIATED WITH THE IMPLEMENTATION OF VERSION 27 AND VERSION 30, INCLUDING AN EXPLANATION OF WHY 2W/4W ANALOG LOOPS WERE STILL SHOWING ON THE RED-LINED DOCUMENT ASSOCIATED WITH VERSION 30?

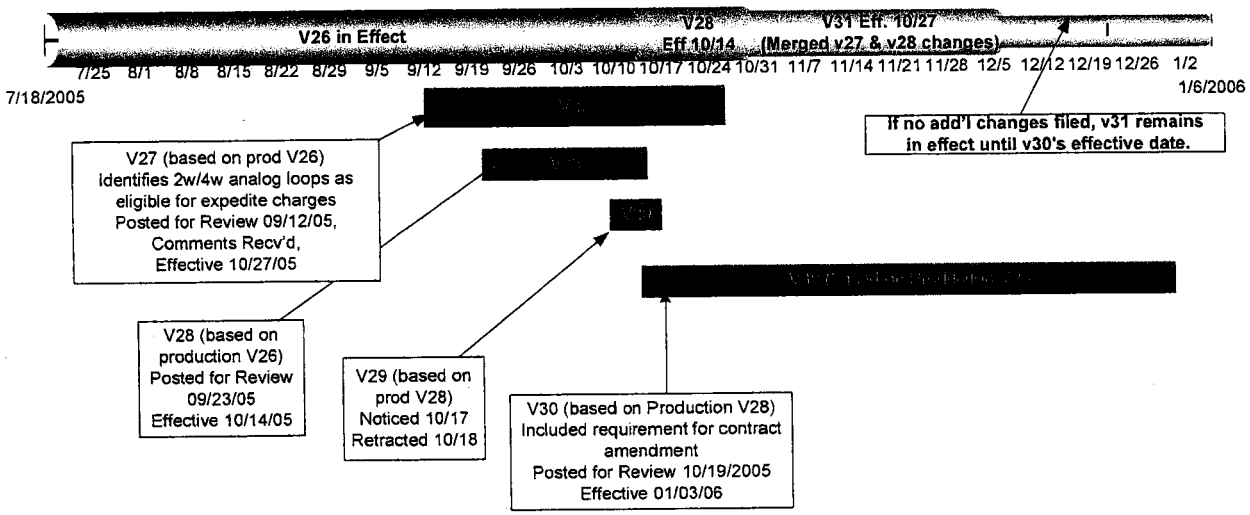
A. The CMP is designed to implement changes in process one at a time. The purpose of the process is to obtain CLEC comments on a process change one time, and one time only. Once a proposed change is in queue, new recommended changes do not include the proposed change until it is finalized and implemented. This ensures all parties can participate equally in CMP – those that participate daily (like Eschelon) or a CLEC that only cares about one process change. This also ensures that comments do not need to be repeated time and again in the CMP – comments are only obtained on a proposed change one time.

In mid-2005, the Expedites and Escalations process went through several changes simultaneously. Version 26 had been in effect for some period of time; however, Versions 27, 28, and 29 were all being discussed simultaneously, and Versions 27, 29 and 30 were all discussed simultaneously. The picture below provides a timeline of the changes that were made to the Expedites and Escalations Overview from Version 27 to Version 306. Version 27 of the document included the change to make 2w/4w analog loops eligible for expedite payments and was distributed for CLEC comment based upon V26 that was in effect at that time. Version 27 was scheduled to become effective on 10/27/05. V28 then went out for CLEC comment, again based up V26 that was still in effect. V28 was scheduled to become effective on 10/14 (which was prior to Version 27 based upon the required notification timelines). V29 was also issued based upon V26 that was in effect and was later retracted. Because Version 28

[6] See Exhibit JM-R7

became effective prior to Version 27, Version 31 was issued to merge the Version 27 changes with the Version 28 changes.

Meanwhile Version 30, which added language requiring an amendment to address expedites, had been created. Because Version 30 was created before Version 27 had taken effect, it did not include the Version 27 language per CMP practice (again, changes were made upon V26 that was in effect at that time). The Version 30 changes were incorporated into the version that went into production on 1/3/06.



Q. HAS ESCHELON TAKEN ADVANTAGE OF ANY OF THE CHANGES THAT RELATE TO EXPEDITES THAT WERE DEVELOPED THROUGH THE CMP?

A. Eschelon has received expedite approvals based upon the new scenarios that were added with the Version 22 changes (referenced above), which were effective June 16, 2005. These are changes that Eschelon requested that were implemented after Eschelon signed their ICA, which further illustrates how

Eschelon agrees and takes full advantage of the expedites process that has changed through the CMP since the implementation of their existing ICA[7].

Q. IN REGARDS TO THE CMP PROCESS, DO CLECS HAVE THE OPPORTUNITY TO PROVIDE INPUT INTO A PROCESS CHANGE AS IT RELATES TO A LEVEL 3 PROCESS NOTIFICATION?

A. CLECs have different avenues through the CMP that provide them the opportunity to provide input into process changes. In the case with Version 30, the CLECs did request an ad-hoc call, which Qwest scheduled to walk through the changes in an effort to help educate the CLECs on the reasons for the change and how it would affect them from a business perspective. CLECs can also request a change to disposition to a higher level, providing another opportunity for CLEC input.

Q. DID ANY OF THE CLECS THAT SUBMITTED COMMENTS OR ATTENDED THE AD-HOC MEETING THAT DISCUSSED THE CHANGES ASSOCIATED TO VERSION 30 REQUEST A CHANGE TO DISPOSITION ON THE LEVEL 3 NOTIFICATION?

A. CLECs have the opportunity to request a change to disposition when they feel that the Level 3 change that is being proposed is outside the scope of a Level 3 process change or if they feel that the process change has a major effect on existing CLEC operating procedures. Clearly, this was not the case with the process change associated with the implementation of Version 30 as there were no CLECs that challenged the Level 3 process notice.

[7] See Exhibit JM-R8

Q. DID ANY CLECS INDICATE TO QWEST THROUGH THE CMP THAT THE PROCESS CHANGES THAT WERE IMPLEMENTED WERE IN DIRECT CONFLICT WITH THEIR ICA?

A. The only CLEC who to my knowledge has disputed Version 30 in any way is Eschelon, who filed this complaint, and that dispute was not made as part of the CMP process and was not made until after the situation occurred that related to [named customer]. Moreover, as the testimony of Renee Albersheim states, there is no conflict between Versions 27 and 30 of the process and Eschelon's current ICA; indeed, they are in complete harmony.

Q. STAFF CLAIMS THAT "BASED ON THE PENDING OBJECTIONS BY VARIOUS CLECs TO THE VERSION 30 CHANGES, THE CR SHOULD STILL BE OPEN AND IMPLEMENTATION POST-PONED." HOW DO YOU REACT?

A. Covad's CR PC021904-1 was closed appropriately. Chapter 5 of the CMP indicates that "the Change Request will be closed when CLECs determine that no further action is required for that Change Request." It is the practice of Qwest to close all Change Requests via the regularly scheduled CMP meetings with agreement from the CLEC community. During the July 2005 CMP Monthly Meeting, Qwest stated that the process associated with this change had been implemented and asked if the CR could be closed. Liz Balvin (Covad) advised the CR could be closed and there was no additional opposition from the rest of the CLEC community, including Eschelon. If Eschelon wanted to keep Qwest from closing the CR, all they had to do was raise objection at the July 2005 CMP meeting and then additional discussions would have occurred either through ad-hoc meetings, Oversight Committee meetings, or the CMP dispute resolution process. The changes associated with Version 30 were not part of Covad's CR; they were process changes initiated by Qwest after the CMP CR was closed.

Q. STAFFS TESTIMONY INDICATES THAT ESCHELON'S ICA PROVIDES ESCHELON THE RIGHT TO EXPEDITE AND THAT QWEST REFUSED TO EXPEDITE THEIR REQUEST. HOW DO YOU RESPOND FROM A CMP PERSPECTIVE?

A. From a CMP perspective, there were no changes to disposition requested, no postponements requested or any disputes submitted through the CMP process to alert Qwest to any perceived conflict to a CLECs ICA. Absence any of those conditions existing; Qwest implemented the process changes and follows that process today in accordance with the Expedites and Escalations Overview PCAT. Qwest's process is not to refuse an expedite request on designed services per se; rather, expedite requests for products that follow the designed services flow are done so for a fee when the ICA contains language with an associated per day expedite rate.

Q. WHAT ARE THE IMPACTS TO ESCHEON IF QWEST WERE TO REVERT TO SUPPORTING EXPEDITES FOR ESCHELON UNDER THE PROCESS THAT WAS IN PLACE WITH VERSION 11 OF THE EXPEDITES AND ESCALATION OVERVIEW?

A. All requests for expedites would have to fall under the scenarios that were in place prior to the implementation of Version 11. This would exclude the three new scenarios that were implemented with V22:

- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

This would continue to exclude CLEC disconnects in error. Those are only granted today on products that follow the designed services flow for a fee. Thus, even Eschelon does not want to revert to the process recommended by Staff.

VI. CONCLUSION

Q. WILL YOU PLEASE SUMMARIZE YOUR TESTIMONY?

A. Qwest utilized the CMP to establish a non-discriminatory expedite process for Wholesale customers. The guidelines that are established for non-designed services are in parity with Qwest's Retail customers, as is the process for providing expedites for a fee for products that follow the designed services flow.

It is not uncommon for multiple versions of a CMP document to be out for review at one time and Qwest made every effort possible to help outline the changes that were being proposed. Not only does Eschelon participate in CMP to keep abreast of any changes that may affect Eschelon's business, they actively submit Change Requests and are a driver in many of the decisions that are made during CMP meetings. Eschelon participated in the discussions at CMP that enhanced the expedite process, including the addition of two new conditions that Eschelon brought to the table, which were implemented with V22. Qwest should be allowed to keep its existing process in place as the appropriate CMP procedures were followed to implement the changes and improvements to the Expedites and Escalations Overview. The CLEC community was afforded the opportunity to advise Qwest at the time, or prior to the time the changes were implemented, that the changes were in conflict with their ICA. This notification was never done. CLECs shouldn't be permitted to pick and choose which document they wish to operate from, with respect to the CMP processes and their ICA. If they choose to participate in CMP and actively contribute in developing those processes, then they should be required to abide by all of the terms and conditions that are developed through the CMP. In this case, Eschelon shouldn't be allowed to reap

all of the benefits that were developed in CMP with regards to the Expedites Requiring Approval Process and be allowed to avoid the charges associated with Pre-Approved Expedite Process.

Qwest did not deny Eschelon the opportunity to expedite a service request; Qwest denied Eschelon the opportunity to expedite a Designed Service request for free. Eschelon continues to have the ability to expedite Non-Design Services at no charge in emergency situations. Eschelon should be operating under the same terms and conditions that Qwest treats all of its other customers on a non-discriminatory basis.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, at this time.

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF	)	DOCKET NO. T-03406A-06-0257
ESCHELON TELECOM OF ARIZONA, INC.	)	DOCKET NO. T-01051B-06-0257
AGAINST QWEST CORPORATION	)	

EXHIBITS

OF

JILL MARTAIN

ON BEHALF OF

QWEST CORPORATION

FEBRUARY 13, 2007

Open Product/Process CR Detail

Report Line Number 1

CR #	Title	Date / Current Status	Organization	Area Impacted	Products Impacted
PC021904-1	Enhancement to existing Expedite Process for Provisioning	Completed / 7/20/2005	Wholesale ProdProc	pre order, order, provisioning	UNE, Transport (including EUDIT), Loop,

Director: Bliss, Susan
Originator: Berard, John
Owner: Martain, Jill
CR PM: Harlan, Cindy

Originator Company Name: Covad

Description Of Change

Covad requests that Qwest provide a formal process to expedite an order that requires an interval that is shorter than what is currently available for the product.

No expected deliverable listed

Updated the title as a result of the Clarification call

Status History

02/20/04 CR Recieved
02/20/04 CR Acknowledged
2/23/04 - Contacted John Berard - Covad to set up Clarification Call
2/27/04 - Held Clarification call
3/17/04 - March CMP meeting notes will be posted to the project meeting section
4/21/04 - April CMP meeting notes will be posted to the project meeting section
5/12/04 - Emailed response to Covad
5/19/04 - May CMP Meeting notes will be posted to the project meeting section
6/15/04 - PROS.06.15.04.F.01792.ExpeditesV11
6/16/04 - June CMP Meeting notes will be posted to the project meeting section
7/1/04 - Scheduled ad hoc meeting for 7/9 to discuss project, comments and plan
7/9/04 - Held ad hoc meeting
7/21/04 - July CMP Meeting notes will be posted to the project meeting section
8/16/04 - August CMP meeting mintues will be posted to the database
9/15/04 - Notification for ad hoc meeting scheduled for 9-22-04
9/15/04 - September CMP Meeting minutes will be posted to the database
9/22/04 - CLEC Ad hoc meeting held to review expedite reasons / causes
10/20/04 - October CMP Meeting minutes will be posted to the database
11/17/04 - November CMP Meeting minutes will be posted to the database
12/15/04 - December meeting minutes will be posted to the database
12/16/04 - Scheduled ad hoc meeting for January 6
1/6/05 - Ad hoc meeting held
1/19/05 - Jan CMP meeting minutes will be posted to the database
2/16/05 - Feb CMP meeting minutes will be posted to the database
3/16/05 - March CMP Meeting minutes will be posted to the database
4/20/05 - April CMP Meeting minutes will be psoted to the database
5/18/05 - May CMP meeting minutes will be posted to the database
6/15/05 - June CMP meeting minutes will be posted to the database
7/20/05 - July CMP meeting minutes will be posted to the database

Project Meetings

July CMP Meeting Minutes:
Jill Martain – Qwest advised that this went into effect on 6/16/05. Jill asked if it was ok to close this CR. Liz Balvin advised the CR could be closed. This CR will move to Completed Status.

June CMP Meeting Minutes:
Jill Martain – Qwest advised that this process is effective June 16 and we would like to move this CR to CLEC Test on June 16th. There was not any objection to change the status to CLEC Test.

May CMP Meeting Minutes:
Jill Martain – Qwest advised that the PCAT documentation went out for review on May 9. The comment cycle will close on May 24 and become effective June 23, 2005. This CR will remain in Development Status.

April CMP Meeting Minutes:
Jill Martain - Qwest advised that we are working internally to get the three expedite reasons implemented. Jill stated that after meeting internally, we determined that a slight modification was needed. Qwest wants the new Expedite reasons directed to our Business Services. Jill stated that in our ad hoc calls with the CLECs, we did talk about the critical impact to Business customers. Jill recapped the criteria for use of the new Expedite reasons:
National Security
Business Services unable to dial 911 due to previous order activity
Business Service where hunting, call forwarding or voice nail features are not working correctly due to previous order activity where the customer business is being critically affected.

Bonnie Johnson - Eschelon asked if there is a definition of business services.

Jill Martain - Qwest advised it would be for more complex business and 1FB type service and this excludes residential and 1FR.

Bonnie Johnson - Eschelon asked for this to be documented.

Jill Martain – Qwest confirmed it would be changed to reflect Business Classes of Service in the actual updates.

Liz Balvin - Covad asked if the examples that Qwest looked at were based on Qwest customers.

Jill Martain – Qwest advised the examples were provided by both CLECs and Qwest and discussed in ad hoc meetings.

Liz Balvin – Covad agreed that we should provide definition of Business Services and also asked that the notice reflect that residential would not be included. Liz also confirmed that this does not affect the Expedite process that requires an amendment.

Jill Martain – Qwest confirmed that it does not impact that process. Jill advised the documentation will be updated and sent out for review. Bonnie said thank you for the good results.

This CR will remain in Development Status.

March CMP Meeting Minutes:
Jill Martain - Qwest advised that we are still working internally on this request and are hopeful that within the next month the PCAT changes will be available to review with the three additional Expedite reasons. This CR will remain in Development Status. [Comment received from Eschelon: Jill Martain - Qwest advised that we are still working on additional scenarios internally and waiting for internal approval on this request and are hopeful that within the next month the PCAT changes will be available to review with the three additional Expedite reasons.]

February CMP Meeting Minutes:
Jill Martain - Qwest advised we are still waiting for final internal approval. Qwest is hoping to have final status next month. This CR will remain in Development Status.

January CMP Meeting Minutes
Cindy Harlan/Qwest advised that an ad hoc meeting was held on January 6th. Qwest proposed adding the following as valid Expedite reasons: if access to 911 is not available, if the order is for National Security, and for certain Features in specific situations. The CLECs were receptive to these changes. Qwest has started the process to get final internal review and approval. Additional status will be provided next month. This CR will remain in Development Status.

CLEC Ad Hoc Meeting
PC021904-1 Expedite Process
January 6, 2005

In attendance:
Kari Burke – Comcast
Jeff Yeager – Accenture
Sharon Van Meter – ATT
Chris Terrell – ATT
Linda Minesola – Comcast
Amanda Silva – VCI
Jill Martain – Qwest
Wayne Hart – Idaho PUC
Kim Isaacs- Eschelon
Bonnie Johnson – Eschelon

Pete Staze – Eschelon
Jennifer Arnold – TDS Metro
Steve Kast – MCI
Thomas Soto - SBC

Cindy Harlan – Qwest took attendance and reviewed the agenda. The purpose of this call is to discuss options for additional expedite reasons. Cindy explained that Qwest has been reviewing expedites and would like to discuss potentially having Features be considered as a valid expedite reason under certain circumstances. Qwest would like to discuss what the criteria would be and identify Features that cause major impact to the CLECs. We also can potentially add a valid expedite reason if you are unable to dial 911 service and to expedite for National Security reasons. Cindy asked the CLECs to identify what Features create the most impact to the CLECs so we can build some criteria. Cindy advised that Qwest is unable to open other reasons for expedites as we do not have the resources to support that effort.

Bonnie Johnson – Eschelon stated that she didn't think additional resources would be needed to support this. Bonnie said Eschelon's Expedite manager is on the call and she would like him to share with us the large impacting items. Pete advised that when customers are unable to receive calls this impacts them as if they are out of service. For business customers if they can't receive calls it impacts their revenue.

Jill Martain – Qwest asked if normally there would be an original order to install the service and another one to correct it. Bonnie advised yes, or something changed on one of their features, such as voice mail service, either with their vendor or the equipment, and that causes a need for an expedite. The customer may not understand what they have ordered. Jill asked if it was a fair request that Qwest ask the CLEC for the order number or PON. Bonnie advised that they normally provide this anyway and it is fair, but she does not believe it should be a requirement as there are other reasons too. Jill asked if we could better define and refine the criteria for Hunting so we can go to Retail and Network and discuss further, and publish a reason that is allowable. Otherwise we would negate the standard interval if we automatically allowed expedites on all Hunting requests. Bonnie said it should be an urgent customer situation and their service is not working the way it should be. Bonnie advised that Qwest needs to trust the CLECs request and hope that the CLECs are not abusing the process. Pete Stave – Eschelon advised there are additional steps needed to expedite an order and it is not always easy so we do not request an expedite unless it is necessary.

Jill suggested that we set criteria for this to be an 'urgent customer situation where Hunting or Call Forwarding features are not working correctly and the customer can explain why and provide a service order and/or PON'. The CLECs agreed with this criteria.

Jill asked if there were other features that need to be discussed. Amanda – VCI stated that Features don't pertain to VCI very much, but what happens if a customer is disconnected in error and it is the CLECs error. This happens a few times a month usually due to a disconnect for non payment in error. Jill advised this would need to be handled as a new LSR with standard interval. Another request was made for voice mail set up incorrectly. This can be added to a wrong number for example.

Jill agreed that the items and criteria identified should be workable. Qwest needs to review this internally and determine impacts. Status will be provided at our CMP meeting and we will plan on reviewing the draft process prior to it being published in the PCAT. Another ad hoc meeting will be scheduled at that time.

December CMP Meeting Minutes
Cindy Macy – Qwest advised that an ad hoc meeting is scheduled for January 6 to review and further define some options for expanded Expedite reasons. This CR will remain in Development Status.

11/17/04 November meeting minutes
Cindy Macy – Qwest advised that Qwest is currently reviewing the expedite process and meeting internally to determine if there are any changes that can be made to the process. This CR will remain in Development Status.

10/20/04 October CMP Meeting Minutes
Cindy Macy – Qwest advised that Qwest held an ad hoc meeting. We are reviewing the expedite reasons from the CLECs and the data gathered for potential changes. We hope to have additional information next month. Qwest will hold an ad hoc meeting to review our findings. This CR will remain in Development Status.

PC021904-1 Enhance Expedite Process
Ad Hoc Meeting
September 22, 2004

In Attendance:
Pete Stave – Eschelon□□□□□Colleen Forbes - ATT
Kim Isaacs – Eschelon□□□□□James Leblanc – McLeod
Bonnie Johnson – Eschelon□□□□Jean Novak - Qwest Communications
Lori Nelson – Mid-Continent□□□□Terri Lee - SBC
Donna Osborne Miller – ATT□□□□Chris Quinstruck - Qwest
Cherron Halpern - Qwest Communications□□Rhonda Velasco – Oregon Telecom
Sue Diaz - Qwest Communications□□□Mark Sieres – Advanced Telecom

LeiLani Hines – MCI□□□□□□Brandon McGovern–Advanced Telecom
Valerie Estorga - Qwest Communications□□Roslyn Davis - MCI
Christina Valdez - Qwest Communications□□Scott Ellefson – Qwest
John Berard – Covad□□□□□□Dave Miller – Advanced Telecom
Michelle Thacker - Qwest Communications□□Lydell Peterson - Qwest
Phil Hunt – McLeod□□□□□□Leti Mudlo - Qwest
Robin Jackson – Time Warner□□□□Diane Solomonson - Qwest
Jolene Brown – Time Warner□□□□Stacy Berg – Time Warner
Steve Kast - Qwest Communications□□□Jim Christener – McLeod
Mark Ashen Brenner – McLeod□□□□Chris Voorhees - McLeod
Jennifer Fischer - Qwest Communications□□Diane Johnson – Qwest
Michelle Sprague – McLeod□□□□Dawn Tafoya - Qwest Communications
Jill Martain - Qwest Communications

Cindy Macy – Qwest Communications introduced the attendees and reviewed the agenda. Cindy advised that the purpose of this call is to discuss what is causing the need to expedite. Qwest would like to identify from a CLEC perspective why they expedite. Jill Martain – Qwest added that we would like to identify for non design documentation changes and process changes that could help reduce expedites. Cindy advised that Qwest would like to hear from each CLEC represented so we can gather input and determine what changes could be made to reduce the need for expedites.

Bonnie Johnson – Eschelon advised that Qwest's appointments for new installs and moves in some states were 3 weeks out. This was due to resource issues (no technicians available). Eschelon can not give their customers a 3 weeks due date. We are expediting from a customer service perspective. This was happening in WA/CO/AZ on POTS service.

Colleen – ATT advised that when they submit their orders they have to use appointment scheduler and the date that comes back is what they have to put on their order. They will then call and expedite as the date is not acceptable for their customers. Donna Osborn Miller – ATT advised that they also engage their account teams to help.

Stacy – Time Warner advised that when the due dates is out 2-3 weeks, we have to expedite, and then Qwest wants to charge for the expedite. It is wrong for Qwest to charge for an expedite when the due date is way past standard interval.

Colleen – ATT advised many times the customer is disconnected and needs their service. The disconnect can be due to the customer moving early, an error on Qwest or the CLECs part, the order not getting processes correctly, or a jeopardy.

Bonnie Johnson – Eschelon advised specific to features, our customers have urgent needs. If their call forwarding was set up incorrectly (gave wrong number, or error in programming), and the calls are going to another number it can cause major issues. If a business forwards these calls to a residence, or if there is an emergency and the customer is not able to receive calls it causes major issues for all parties. Call Forwarding generally has a 1-3 day standard interval and a business can not loose calls for 3 days, nor can a residence customer receive calls from a business in error for 3 days. Colleen – ATT advised other LECs have same day turnaround if the order is received before 3p.m.

Jim – McLeod advised orders that are placed in jeopardy for no access are often done in error. The customer says they were available but the technician never came to the door. Then later it is determined that the technician couldn't find the building, or couldn't gain access. Sometimes the customer does give the wrong address and they are now out of service.

Robin Jackson and Stacy Berg – Time Warner advised they have lots of trouble with orders being issued incorrectly. They put information on the LSR that matches the CSR. Then the order gets rejected for address issues. They have to send it in and fix it later, and try to get a new due date. Time Warner also reported that when they build a subscription they send it in and Qwest has to release it. The 'create' needs to be done 3 days ahead and SOA has to concur. Time Warner wants to know if this is the official process. They work with the LNP team and this process is not working well. Cindy advised she will have the Service Manager contact Robin and Stacy. (robin.jackson@twtelecom.com, Stacey.berg@twtelecom.com)

Dave – Advanced Telecom advised they will get an FOC and the due date is okay. Then on the due date or the day before they will get a jeopardy notice which then needs to be expedited as they have given a due date to their customer.

Bonnie – Eschelon advised when there is an equipment install or vendor meet and we have to coordinate three companies it is very difficult and we usually have to expedite to get the companies represented and the services coordinated and installed.

Bonnie – Eschelon also advised that hunting causes an out of service condition as sometime equipments is needed or there are circular hunting issues and the calls go no where.

Pete – Eschelon advised that coordinated loops installed on LNP are complex and all parties have to be available to keep the customer service from going down.

Lori – Mid-Continent advised that if voice mail is not working the customer perceive this as their service not working. If the call forwarding number is incorrect (wrong area code and the voice messaging needs to be corrected) we have to place an order to fix the issue.

Nicki – Mid-Continent advised sometimes their customers have urgent needs related to their job or personal situation. For example, the customer could be on active duty and need service right away.

John Berard – Covad advised if something goes wrong in the process and the customer gets disconnected in error, it could be the CLECs error, then Covad has to issue another order with a new due date. Sometimes the order is issued as a new order and it should have been a move order so the due date is different.

Dave – Advanced Telecom advised that Qwest does not reject orders consistently. They can submit 10 orders the same and on the 11th order they get a reject. The representative interprets the business rule differently and now we are a day behind. We can talk to 4 different representatives and we can get 4 different answers.

Bonnie – Eschelon confirmed that for non design the same process and charges will apply to Retail. Jill Martain – Qwest confirmed that would occur. Jill – Qwest advised our direction is to not implement a fee for expedites on non design. We are trying to understand some reasons and causes for expedites and address them from a process and documentation perspective. Bonnie advised that is great.

Nicki – Mid-Continent advised she requested an expedite for medical reasons and was asked for a doctors note. Nicki advised this is confidential information. Jill advised it is part of the process to request a note. Our centers are trying to follow the process and make sure the expedite is valid.

Colleen – ATT advised recently we had a customer that filed a PUC complaint and it was on the news so it was a huge issue that needed to be resolved. Jill advised if there are extenuating circumstances you can go through the Escalations process. This is not the norm but under special conditions we do handle escalations.

Cindy – Qwest advised our next steps are to look at the input that was received today and the process. We will determine areas that we can impact to reduce the need to expedite and provide status at the next CMP meeting. Additional ad hoc meetings may be held.

9/15/04 CMP Meeting Minutes
Cindy Macy – Qwest advised that there is an ad hoc meeting scheduled for Wednesday, September 22 to discuss the reasons for expedites. The intent is to look at the cause of expedites to determine if there are improvements that can be made to reduce the number of expedites. This process focuses on non design services. This CR will remain in Development Status.

8/16/04 CMP Meeting Mintues
Jill Martain – Qwest advised that Qwest has done additional work on this CR and determined that we won't be able to implement the same process for non design that we implemented for design. We are doing root cause analysis on the data and will determine reasons why expedites are needed. Qwest will meet with each of the CLECs after we have the data and work through the expedite reasons. John Berard – Covad asked some questions about the Expedite V14 PCAT. Jill recapped the process and advised the CLECs that if they have questions they can call her to discuss. John Berard – Covad verified if the error was caused by Qwest than there would not be a charge to expedite. Jill advised that is correct. Bonnie Johnson – Eschelon advised she tried to expedite a feature and the escalation group and Service Manager said they were not able to do this. Bonnie submitted a comment on this issue as Eschelon believes this is an existing process. Bonnie advised her definition of an existing process is if Qwest is performing the process it is an existing process. Bonnie and Jill discussed the issue and agreed that the issue was the difference between what Eschelon sees as an existing process and what Qwest views as an out of compliance. Jill told the center to go ahead and continue to handle feature expedites until we are able to resolve this issue. Bonnie appreciated this as it takes away the immediate pain to Eschelon. Bonnie advised that Eschelon has formed an internal team to review documentation against current process and previous CRs. They are focusing on DSL initially. Bonnie and Jill agreed that Eschelon should submit a CR to determine how to handle the situation when there is disagreement between when Qwest is out of compliance versus when Qwest is performing an existing process. This CR will remain in Development Status.

July 21, 2004 CMP Meeting Minutes:
Cindy Macy – Qwest advised that the team held an ad hoc meeting on July 9. During the ad hoc meeting, Jill Martain reviewed the PCAT and addressed comments on the process. Cindy advised that this process is effective July 31 in most states. The following identifies exceptions: AZ 8/5, Northern Idaho and NE 8/2, NE 8/6, WA affects only Access Services. The FCC#1 is effective July 31. Qwest will continue to work on the non design process. Additional status will be provided later. Liz Balvin – MCI advised that the clarification and the updates that were discussed helped a lot. Jill advised those updates have been made. This CR will remain in Development status.

PC021904-1 Expedite Process
Ad Hoc Meeting
July 9, 2004
10:00 – 11:00 a.m. MT

In attendance:
Eric Yohe – Qwest□□Liz Balvin – MCI
Valerie Estorga – Qwest□Susan Lorence – Qwest
Jackie DeBold – US Link□Steve Kast – Qwest
Teresa Castro – Vartec□Stephanie Prull – Eschelon
Sue Lamb – 180 Comm□John Berard – Covad
Jill Martain – Qwest□□Ann Atkinson – ATT
Julie Pickar – US Link□Donna Osborn Miller – ATT
Cindy Macy – Qwest

Cindy Macy – Qwest reviewed the history of the CR. Cindy explained that this process was notified on June 15, 2004 and then retracted on

June 29, 2004. Cindy reviewed the agenda and purpose of the meeting.

Jill Martain – Qwest advised the intent of the PCAT update was to address the new expedite process on design products. Currently we are not able to include non design products in the process. We will schedule additional ad hoc meetings to discuss non design products and CLEC caused error expedite situations.

Jill advised that July 31 is the tariff effective date. Interstate filings will occur next, and there are a couple states that may go a little later, but each state is in progress of getting the tariffs approved.

Liz Balvin – MCI verified V11 only impacts design services. Jill advised the list of products that are in the pre-approved section are all design products.

Jill advised there will be two processes. 'Expedites that Require Approval' (current process) and the new process 'Approved Expedite Request' for identified design services products. Jill reviewed the PCAT and process in more detail.

Stephanie Prull – Eschelon asked how Qwest will notify the CLEC when Qwest can not meet the expedited date. Jill advised that when the CLEC calls in Qwest will get the name of the person who requested the change and work with them. Stephanie asked what happens if we use the EXP field? Jill advised Qwest would send back the FOC with the PIA value. Stephanie asked if the Retail customers get charged on the 'Expedite Requiring Approval' process. Jill advised no, and neither would the CLECs, unless they sign up for the new process.

Liz Balvin – MCI asked for more clarity on the non design process. Jill advised that the Expedite Process that requires approval applies to non design services or Interconnection Agreements that do not carry the 'per day' expedite rate. Jill agreed to clarify that all non design service expedites or design services expedites if your contract is not amended, will not carry a charge. Non design products can only be expedited for the conditions listed currently. We are still trying to accommodate some CLEC reasons for non design expedites. We will continue working on this and we will have additional calls with the CLECs. Retail follows these same procedures. Jill advised we will work on this in phases.

Jill explained that when you amend your contract there are not reasons for expedites any longer. Qwest agrees to expedite and there is a charge for all expedites.

John Berard – Covad asked if there is a separate charge on design products if there is a fire. Jill advised no, the same charge applies. If Qwest causes the error than there is not a charge.

Stephanie Prull – Eschelon asked when the amendment will be available. Jill advised the target date is July 26. Stephanie asked how this new process affects resource assignment of network technicians. Jill advised we have the resources to cover expedited requests. We have performed volume forecasts. An expedited request and a regular request are equally weighted.

Jill summarized the Pre Approved Expedite process. The CLECs must amend their ICA, the estimated cost to expedite is 200.00 per day, and eligible products are identified in the PCAT.

Stephanie Prull – Eschelon advised that currently the CLECs have special reasons for an expedite that are not included in the list. The CLEC calls the center and works with Qwest to address these situations. Jill advised we need to follow our process, and we will still handle unique conditions. They may need to be escalated.

Liz Balvin – MCI asked if this will be implemented on the Access side. Jill advised the tariff target date is July 31 for Access products. Liz asked Jill to include the tariff reference in the response to comments. Jill advised the exception is the Washington tariff is not being filed at this time.

Jill reviewed the comments to make sure she had addressed the CLECs concerns in today's meeting. The CLECs agreed that the comments have been addressed during today's meeting. Jill advised she will make updates to the PCAT based on today's call.

June 16, 2004 CMP Meeting notes:
Jill Martain – Qwest advised for design product the Level 3 notification went out on June 15. For non-design we are still investigating if the process is feasible. The CR will remain in Development Status.

May 19, 2004 CMP Meeting notes:
Jill Martain – Qwest advised that Qwest will accept this CR with the caveat to implement this on a product by product basis. There may be some products that this process will not be implemented for. For those products, the old process will stay in place. There will be a cost to expedite and amendments will need to be done. The approximate cost is in the $150.00 - $400.00 price range. A per day improvement charge would be assessed. Jill advised that the target list of phase 1 products is included in the response. Qwest is targeting July 31 for implementation. Bonnie verified that this will apply to Retail also. Jill advised yes, and a tariff would be filed. Jill will provide an update next month. This CR will move to Development Status.

April 21, 2004 CMP Meeting notes:
Jill Martain – Qwest reviewed the response for this CR. Jill advised that Qwest would like to leave this CR in Evaluation Status as we look at individual products for expedites. Jill asked the CLEC community if they are willing to pay just and reasonable charges to expedite. Bonnie Johnson - Eschelon stated that these charges should apply to retail customers as well. Liz Balvin – MCI asked how this would work. Are the

prices driven by what is on our Interconnection Agreement? Jill Martain advised there would be charges in the ICA, and the amendment would have to be written. Bonnie said they would have to be commission approved rates. Jill advised she is not the expert on this process but she believes so. Liz Balvin clarified that if the CLECs are not willing to opt in to the contract, then they would follow the process that is effective today. Jill advised yes. Bonnie advised we do have situations when we have requested an expedite and Qwest denies it. Then the end user customer goes directly to Qwest and the expedite occurs. Jill advised we will keep this perspective in mind. This CR will move to Evaluation Status.

March 17, 2004 CMP Meeting
John Berard – Covad presented the CR and explained that Qwest's Expedite Process is written based on certain situations, such as Medical Emergencies. However if the CLEC makes an error, there isn't a process to expedite for a CLEC error reason and the CLEC has to take a regular interval. We want a process to request a faster interval, and we are willing to pay for it. Eschelon supports the request and would like to understand what type of opportunities are available for our Retail customers and if they get charged for an expedite. Bonnie advised that they have had trouble getting their customer in service, and if their customer contacts our Retail organization themselves, they get service in okay. Ervin Rae – ATT advised that he has heard that Qwest leadership is in the process of reviewing our Expedite Process. Jill Martain – Qwest advised that we can take a look at all of these aspects and also review PC081403-1 as this CR is also requesting a 'Restoral Request Process'. This CR will move to Presented Status.

Clarification Meeting
February 27, 2004
1-877-552-8688 7146042#
PC021904-1 Expedite Process for Provisioning – enhancements to existing process

Attendees
John Berard – Covad
Bryan Comras – Covad
Mark Gonzales – Qwest
Heidi Moreland – Qwest
Jill Martain - Qwest
Cindy Macy – Qwest

Meeting Agenda:
1.0 Introduction of Attendees
Attendees introduced

2.0 Review Requested (Description of) Change
John Berard – Covad reviewed the change request. John explained that Covad would like the title of the CR updated, as this is really a request for an enhancement to the existing expedite process. Cindy agreed to update the CR.
John advised that the expedite process is limited today to certain types of orders and processes. For example, medical emergencies. We may find that it is Covad's error that caused the customer to be disconnected. We would like to be able to get our customers restored quicker than standard interval, when it is our error. We are willing to pay for this service. Other ILECs provide this service. We would like the criteria to be expanded to allow an expedite when the CLEC makes an error.
Cindy Macy – Qwest asked for an example of this happening today. John Berard – Covad and Bryan Comras – Covad advised this relates to the Jeopardy process. When Covad fails to complete the order, but we complete the work at the DMARC the customer has service, but we do not close out the records so Qwest doesn't think the customers service is working. Qwest issued a jeopardy notice and since we didn't respond to that notice within 30 days Qwest then cancelled the orders and the service gets disconnected. Covad then goes back and resends the order, but we have to wait the standard interval and that is too long for the end user customer to wait, especially if it is a business account.
John Berard – Covad advised disconnects can also happen when the end user selects migration to a new ISP provider. This isn't as critical as the down time is usually very limited as they are hooked up to the new provider.
Heidi Moreland – Qwest asked how often this happens? Bryan – Covad replied approximately 20 times per month for Qwest, or once a day on average.
Bryan advised that we get faster turn around time on certain products. Heidi confirmed that Shared Loop has a shorter standard installation interval than an unbundled xDSL-capable loop. Heidi advised that thethat the customer could be disconnected when the sync test fails and the notice is not cleared. The DSLAM port is done by the CLEC and the customer is in service. If a supplement is not sent by the CLEC, and if there is no response in 30 days, then the line gets cancelled and pulled down.
Covad advised it shouldn't matter what the history or circumstances are, if we are willing to pay for the expedite.

3.0□Confirm Areas & Products Impacted
□DSL, Line Share, Designed and DSL Products (all products)
This applies to any one that was in service and has gone out of service and needs to be set back up due to Customer or end-user error.

4.0□Confirm Right Personnel Involved
□Jill agreed to get with Joan Wells regarding the Workback / Restoral Request process

5.0□Identify/Confirm CLEC's Expectation
□Covad would like the ability to pay for an Expedited due date (restoral of disconnected end user)
Covad would like to treat these like trouble reports and get the end user back in service in one day.
6.0□Identify any Dependent Systems Change Requests
□PC081403-1 Work Back Restoral Request

7.0□Establish Action Plan (Resolution Time Frame)
□Covad will present the CR at the March CMP Meeting
Qwest will provide our Response at the April CMP Meeting

Qwest Response

For Review by CLEC Community and Discussion at the May 19, 2004 CMP Meeting

May 12, 2004

Covad Communications
John Berard, Director-Operations Support

SUBJECT: Covad's Change Request Response – CR #PC021904-1 Enhance Expedite Process for Provisioning

This letter is in response to Covad Communications Change Request (CR) PC021904-1. This CR requests that Qwest enhance the expedite process to allow for an interval that is shorter than what is currently available for the product.

Qwest will accept PC021904-1 Enhancement to existing Expedite Process, with the caveat that it will be looked at and implemented on a product by product basis. Qwest will continue to look at all of the individual products to determine if we will implement these changes. For those products which the expedite criteria/process does not change, Qwest will leave the existing expedite criteria and process in place. Additionally, as discussed previously, expedite charges will become applicable for all expedites except those that are due to Qwest caused reasons and amendments will be required to existing Interconnection agreements to implement those charges. If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used.

The first phase of implementing a change to the expedite process will be around those products that are Designed Services. A list of those products is shown below. For Designed services, an expedite charge is applicable for each day that the due date is improved (unless the expedite is due to a Qwest caused reason). We are targeting an implementation date of July 31, 2004, pending approval of the Interstate FCC#1 tariff, individual state tariffs and Interconnection agreements.

Following are a list of products that will be included in Phase 1:
Product
UBL all except 2w/4w analog
Analog PBX DID
Private Line (DS0, DS1, DS3 or above)
ISDN PRI T1
ISDN PRI Trunk
ISDN BRI Tr unk
Frame Relay Trunk
DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
MDS / MDSI
DPAs (multiple DPAs or FX, FCO) Trunk
UBL DID (Unbundled digital trunk)

For Review by the CLEC Community and Discussion at the April 21, 2003 CMP Meeting

April 14, 2004

Covad
John Berard
Director – Operations/Change Management

SUBJECT: CR # PC021904-1 Enhance Expedite Process for Provisioning

This letter is in response to Covad's Change Request (CR) PC021904-1 Enhance Expedite Process for Provisioning. This CR requests that Qwest enhance the Expedite process to allow for an interval that is shorter than what is currently available for the product.

Qwest would like to leave this CR in evaluation status as it needs to continue to look at the individual products and provisioning processes that are impacted by this request. Qwest will provide an updated response at the May CMP meeting. Qwest will move this CR to Evaluation status.

Sincerely,

Jill Martain
Qwest Communications

From: Susan Lorence [sxloren@notes.uswc.uswest.com] on behalf of Domino Application [DominoApplication@AD.QINTRA.COM]
Sent: Friday, February 09, 2007 2:07 PM
To: sxloren
Subject: PROS.04.08.04.F.01548.ExpeditesEscalationsV8 --- ---

Attachments: $RFC822.eml

----- Forwarded by Susan Lorence/Mass/USWEST/US on 02/09/2007 02:06 PM -----

kdisaacs@eschelon.com on 04/13/2004 02:23:55 PM

To: kdisaacs@eschelon.com
cc:

Subject: PROS.04.08.04.F.01548.ExpeditesEscalationsV8 --- ---

Thank you for submitting your comments through the Qwest CMP Document Review and Comment Process.
The information you entered is listed below.
If you have any questions, please direct them to cmpcomm@qwest.com.

= =

Notice Number: PROS.04.08.04.F.01548.ExpeditesEscalationsV8
Document Name:
Document Version Number:
Document History Log Line Number:
Comment:
Eschelon requests a change in level for notice PROS.04.08.04.F.01548.ExpeditesEscalationsV8. Eschelon believes this should be a level four notice because the updates to the Expedite and Escalation process have a significant impact our current process. Eschelon firmly believes that CLEC input is needed before the changes to the Expedite and Escalation PCAT are implemented. Also, Eschelon is concerned that this process update will introduce new charges that are currently not on our bill. There are many unanswered questions regarding the impact of this change. For example, one of the changes to the process is that we enter the DD we want for the expedite along with remarks but it does not state that manual handling is required. If the EXP field is populated does the request automatically drop to manual handling? On the tech dispatch, if the date we want is not available and Qwest proposes an alternative date, do we need to send a supplemental order? Will Qwest reject or j!
ep the order if we do not supplement the order? What if any charges apply and are the expedite charges at parity with retail expedite charges? Due to the number of unanswered questions and the impact to our current process, Eschelon is requesting Qwest retract the level three notice PROS.04.08.04.F.01548 ExpeditesEscalations V8 and resubmit this update as a level four update. Thank you.

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Name: Kim Isaacs
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Qwest

Announcement Date:	**April 08, 2004**
Effective Date:	**April 29, 2004**
Document Number:	**PROS.04.08.04.F.01548.ExpeditesEscalationsV8**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites & Escalations Overview – V8.0**
Level of Change:	**Level 2**
Associated CR Number or System Release Number:	**Not Applicable**

Summary of Change:
On April 8, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include revised documentation for Expedites & Escalations Overview – V8.0. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Documentation concerning existing processes not previously documented is being added to this PCAT. In the Introduction, clarifying information has been added to define escalations and expedites. Under the Expedites subsection, the request and eligibility processes have been defined in more detail. Under the Escalation subsection, a clarification regarding Qwest contacts has been added.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: http://www.qwest.com/wholesale/clecs/exescover.html.

Comment Cycle:
CLEC customers are encouraged to review these proposed changes and provide comment at any time during the seven day comment review period. Qwest will have seven days following the close of the comment review to respond to any CLEC comments.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review web site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at http://www.qwest.com/wholesale/cmp/review.html. Fill in all required fields and be sure to reference the Notification Number listed above.

Timeline

Planned Updates Posted to Document Review Site	Available April 08, 2004
CLEC Comment Cycle on Documentation Begins	Beginning April 09, 2004
CLEC Comment Cycle Ends *	5:00 PM, MT April 15, 2004
Qwest Response to CLEC Comments (if applicable)	Available April 22, 2004 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	April 29, 2004

Note: In cases of conflict between the changes implemented through this notification and any CLEC Interconnection Agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such Interconnection Agreement shall prevail as between Qwest and the CLEC party to such Interconnection Agreement.

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.

Qwest

If you have any questions on this subject, please submit comments through the following link:
http://www.qwest.com/wholesale/cmp/comment.html.

Sincerely,

Qwest

Qwest

Announcement Date:	**May 04, 2004**
Effective Date:	**May 25, 2004**
Document Number:	**PROS.05.04.04.F.01631.ExpeditesV8**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites & Escalations Overview – V8.0**
Level of Change:	**Level 2**
Associated CR Number or System Release Number:	**Not Applicable**

Summary of Change:
On May 4, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites & Escalations Overview – V8.0. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

This change was originally noticed on April 8, 2004 via notification PROS.04.08.04.F.01548.ExpeditesEscalationsV8. On April 13, 2004, Qwest received a CLEC comment that requested a change to the disposition of the notification to a Level 4. Pursuant to Section 5.4.3.1 of the Qwest Wholesale Change Management Process document, this request was discussed in the CMP monthly Product and Process meeting held April 21, 2004. At that meeting, it was agreed that Qwest would provide additional clarification to the existing process and to renotify the CLEC community to allow another comment cycle.

The proposed documentation updates are associated with existing processes that were not previously documented. In the Introduction, clarifying information has been added to define escalations and expedites. Under the Expedites subsection, the request and eligibility processes have been defined in more detail. Under the Escalation subsection, a clarification regarding Qwest contacts has been added. In the Contact section, a correction was made regarding the ASR Frame Relay contact and a telephone number was added to LSR Tier 1. Additional information has been included in this update which provides what action will occur depending on the type of service on the account.

Current operational documentation for this product or business procedure is found on the Qwest Wholesale Web Site at this URL: http://www.qwest.com/wholesale/clecs/exescover.html.

Comment Cycle:
CLEC customers are encouraged to review these proposed changes and provide comment at any time during the seven day comment review period. Qwest will have seven days following the close of the comment review to respond to any CLEC comments.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review web site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at http://www.qwest.com/wholesale/cmp/review.html. Fill in all required fields and be sure to reference the Notification Number listed above.

Note: In cases of conflict between the changes implemented through this notification and any CLEC Interconnection Agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such Interconnection Agreement shall prevail as between Qwest and the CLEC party to such Interconnection Agreement.

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.

Qwest

Timeline

Planned Updates Posted to Document Review Site	Available May 04, 2004
CLEC Comment Cycle on Documentation Begins	Beginning May 05, 2004
CLEC Comment Cycle Ends	5:00 PM, MT May 11, 2004
Qwest Response to CLEC Comments (if applicable)	Available May 18, 2004 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	May 25, 2004

If you have any questions on this subject, please submit comments through the following link: http://www.qwest.com/wholesale/cmp/comment.html.

Sincerely,

Qwest

Qwest

Qwest Response to Document In Review

Response Date:	**May 18, 2004**
Document:	**Product/Process: CMP - Expedites & Escalations Overview – V8.0**
Original Notification Date:	**May 04, 2004**
Notification Number:	**PROS.05.04.04.F.01631.ExpeditesV8**
Category of Change:	**Level 2**

Qwest recently posted proposed updates to CMP - Expedites & Escalations Overview – V8.0. CLECs were invited to provide comments to these proposed changes during a Document Review period from May 05, 2004 through May 11, 2004. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

Resources:
Customer Notice Archive http://www.qwest.com/wholesale/cmp/review_archive.html
Document Review Site http://www.qwest.com/wholesale/cmp/review.html

If you have any questions on this subject or there are further details required, please contact Qwest's Change Management Manager at cmpcomm@qwest.com.

Qwest Response to Product/Process CMP - Expedites & Escalations Overview – V8.0 Comments

#	Page/Section	CLEC Comment	Qwest Response
1		*Eschelon* *05/10/2004* *Comment:* *Eschelon continues to have concerns regarding PROS.05.04.04.F.01631.ExpeditesV8.* *1. Eschelon requests that language be added to indicate that expedites are when the requested due date is shorter that the standard interval as defined in Qwest's Service Interval Guide (SIG) or the CLEC's ICA.* *2. Although the list of conditions for which expedites are granted was not red-lined in this notice, Eschelon believes that Disconnect in*	1. Qwest accepts this comment and will make the following changes to this version of the document: The published version will be revised to read: "Expedite requests are for situations where the requested due date is shorter than the interval defined in our Service Interval Guide (SIG) or your Interconnection Agreement (ICA)." 2. Although Qwest agrees with your comment in theory, Qwest believes that it is important to state that currently this is a situation that qualifies as an expedite. There may be circumstances that exist for some customers who want or need to submit a LSR in order for information to be reestablished and billed in their systems. Qwest will continue to allow this exception in the expedite section so all

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party.

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.

		error by Qwest is not an expedite. Expedites are CLEC requested and should have an associated LSR. In the case of a disconnect in error by Qwest, the CLEC did not request the disconnect. Eschelon believes disconnect in error by Qwest should be removed from the list of expedite conditions and be considered an escalation. *3. Eschelon would like additional language added for clarity to the following paragraph: An expedited request can be made either prior to, or after, submitting your service request. When the request is submitted, the EXP field should be populated on the LSR or ASR Form and the REMARKS field should contain the reason for the expedited request. You may be asked to provide verification of the expedited reason. Eschelon requests the following changes be made to clarify the options available for requesting an expedite: An expedited request can be made either prior to, or after, submitting your service request. To request an expedite you can either: Request a due date shorter than the SIG or ICA interval on you LSR. The EXP field should be populated on the LSR or ASR Form and the REMARKS field should contain the reason for the expedited request. or Request the standard (SIG) interval or ICA interval on the LSR and call the Qwest Call Center on 1-888-796-9087 to process the expedite. You may be asked to provide verification of the expedited reason* *4. Eschelon also requests that Qwest outline the details or documentation needed to verify an expedite reason in the PCAT.*	customer experiences can be addressed. This comment is respectfully declined. 3. Qwest accepts this comment and will amend the section in this version of the document. Of special note, as Qwest communicated in the CMP monthly Product and Process meeting held April 21, 2004, a call to the Qwest Call Center is required on all expedited requests to proceed with processing. Adding the expedited due date helps to shorten the process as Qwest will know what date you are requesting up front. The current revision reads as follows: To request an expedite on service requests issued via a Local Service Request (LSR), you may contact the Qwest Call Center on 1-888-796-9087. To request an expedite on service requests issued via an Access Service Request (ASR), you may contact one of the following two centers, depending on which center processes your service requests: • Des Monies, IA on 1-877-340-9627 • Salt Lake City, UT on 1-800-333-5498 The published version will be revised to read as follows: To request an expedite on a Local Service Request (LSR) you can either: • Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center. • Submit the request with a due date interval from our SIG or your ICA and then call the Qwest Call Center. In both scenarios, a call to the Qwest Call Center on 1-888-796-9087 is required to process the expedited request. To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then contact one of the following two centers depending on which center processes your service requests: • Des Moines, IA on 1-877-340-9627 • Salt Lake City, UT on 1-800-333-5498

			4. Qwest accepts this comment and will move the sentence to follow the expedite instructions for LSR and ASR. Qwest will amend in this version of the document to add the yellow highlighted section to read as follows: "You may be asked to provide verification of the expedited reason, such as in medical emergencies or grand opening events. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB)."

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
66	V44	1-15-07				Combine updates for V42 and V3 into one document.	Level 0	Select changes that do not alter CLEC operating procedures	NA
65	V43	1-15-07		Escalations	Maintenance and Repair	Removing references to HEET. Retirement notice SYST 11 16 06 F 04341 HEET_Retirement_Initial II.doc	Level 2	Changes that have a minimal effect on CLEC operation procedures	PROS 12 18 06 F 04380 Multiple_PCAT_Retire_HEET .doc
64	V42	1-8-07		Contacts		Change Customer Facing Center hours for CSIE	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS 12 21 06 F 04420 FNLCustConExp_Esc_CSIEHr s.doc
63	V41	7-24-06		Expedites	Pre-Approved Expedites	Change existing process to include a 12PM MT cut-off for same day due date expedites. Adding the following statement: Note: If the ASR/LSR you are submitting requests a same day due date, your request must be received before 12 noon MT.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.07.06.F.04056.FNL_ Expedites_Escalations
62	V40	5-5-06		Implementation	Training	Updates are associated with Training Notification TRNG.04.07.06.F.03830.LocalQ101WB T that identifies the retirement of the instructor-led Qwest 101 "Doing Business with Qwest" training course which is being replaced with a web-based training course titled Local Qwest 101 "Doing Business with Qwest". The language and URL associated with the web-based Local Qwest 101 "Doing Business with Qwest" training course will be updated	Level 1	Changes that do not alter CLEC operating procedures	PROS.05.04.06.F.03905.Multi plePCATsQ101Training
61	V39	5-1-06				Incremented to V39 to include changes from V37 and V38 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
60	V38	4-15-06				Incremented to V38 to include changes from V35.0 and V36.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
59	V37	5-1-06		Expedites	Expedites Requiring Approval	Contact information change of TN for the Qwest Call Center to 866-434-2555	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.04.14.06.F.03847.FNL_ CSIE_Contact_Info
58	V37	5-1-06		Expedites	Expedites Supporting Non-Qwest caused Restoral Requests	Contact information change from ISC to CSIE with new TN of 866-434-2555	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.04.14.06.F.03847.FNL_ CSIE_Contact_Info

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
57	V37	5-1-06		Contacts		Change existing manual process to show Tier 1 as first point of contact with TN change for Tier 1. Removing information referencing the ISC	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.04.14.06.F.03847.FNL_CSIE_Contact_Info
56	V36	4-7-06		Escalations	Escalations-Maintenance and Repair	Contact information change for AMSC to Wholesale Repair. No TN changes.	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.03.17.06.F.03754.WholesaleRepair
55	V35	4-15-06		Expedites	Pre-Approved Expedites	Modify/change existing manual process. Include ability to expedite Customer Not Ready due date from 3 days to shorter interval.	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.03.29.06.F.03794.FNLExpedites_Escalations
54	V34	2-15-06		History Log		In order to improve the readability of the History Log, entries will be set-up in descending order so that the most current update displays first rather than last.	Level 0	Select changes that do not alter CLEC operating procedures	NA
53	V34	2-15-06		Expedites	Expedites Requiring Approval	Clarification of language related to previous notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30. Qwest is deleting a sentence in the Expedites Requiring Approval description to make it consistent with the Expedite paragraph above it.	Level 1	Changes that do not alter CLEC operating procedures	PROS.02.14.06.F.03690.Expedites_EscalationsV34
52	V33	1-3-06				Incremented to V33 to include changes from V30.0 and V32.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
51	V32	1-2-06		Contacts		Customer-facing Center hours information in the NOTE section	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.12.16.05.F.03563.FNLCustContV28ExpEsclV32
50	V31	10-27-05				Incremented to V31 to include changes from V27 and V28 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
49	V30	1-3-06		Expedites	Pre-Approved Expedites	Add Note stating expedite language must be in ICA for products other than Resold Design. If request does not meet the criteria for Pre-Approved Expedite the process with follow the SIG; included link to SIG	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30
48	V30	1-3-06		Expedites	Expedites Requiring Approval	Remove one condition where an expedite is granted	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30
47	V30	1-3-06		Expedites		Change in process to stating ICA must contain expedite language	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
46	V29	Retracted Effective 10-18-05				Time critical correction to retract V29 and V28 will remain operational	Level 1	Time critical correction	PROS.10.18.05.F.03397.Retract_ExpandEscal_V29
45	V29	10-18-05		Expedites	Expedites Requiring Approval	Clarification to expedite reasons	Level 1	Changes that do not alter CLEC operating procedures	PROS.10.17.05.F.03379.Expedites_Escalations_V29
44	V28	10-15-05		Contacts	Non ASR/LSRs	Contact information update to delete table as it is not applicable to interconnect products	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.09.23.05.F.03280.FaxNumberChange
43	V28	10-15-05		Contacts	Access Service Requests	Contact information update to change ASR Fax number	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.09.23.05.F.03280.FaxNumberChange
42	V27	10-27-05		Expedites	Pre-Approved Expedites	Removed 2w/4w as an exception to UBL. Added Port In/Port Within to list of products.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.09.12.05.F.03242.Expedites_Escalations_V27
41	V26	7-18-05				Incremented to V26 to include changes from V24 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
40	V25	7-11-05				Incremented to V25 to include changes from V23 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
39	V24	7-18-05		Pre-Approved Expedites		Changes are being made to the existing manual process to bill expedite charges per ASR/LSR instead of per order. Additionally, for expedited due date requests on delayed order, Qwest is revising its expedite process to only bill expedite charges if the expedited due date request results in Qwest incurring additional costs to improve the Ready for Service date. This is shown in the Pre-Approved Expedites section.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.01.05.F.03075.FNL_Expedites_Escal_V24
38	V23	7-11-05		Contacts	Local Service Requests	Modify/change existing manual process to remove after hours duty pager and add note limiting transfer hours	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.06.24.05.F.03050.FNL_Contact_Exp_Escal.doc
37	V22	6-16-05		Expedites	Expedites Requiring Approval	Modify/change existing manual process too add three new expedite reasons per CMP CR PC021904-1. Add language related to providing service order number that caused the expedite condition.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.06.01.05.F.02971.Final_Expedites_Escal_V22
36	V21	4-25-05		Contacts		Contact information change for ASRs	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.04.04.05.F.02767.800Contact_NumberUpdate
35	V21	4-25-05		Expedites		Contact information change for ASRs	Level 2	Changes that have a minimal effect on CLEC operating	PROS.04.04.05.F.02767.800Contact_NumberUpdate

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
								procedures	
34	V20	2-24-05				Incremented V18 to include changes from V19 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
33	V19	2-16-05		Pre-Approved Expedites		Clarification that do not change the process for when an expedite charge would not occur	Level 1	Changes that do not alter CLEC operating procedures	PROS.02.15.05.F.02567.Expedites_Escalations_V19
32	V18	2-24-05		Contacts	Local Service Requests (LSRs)	Update related toCMP CR PC080204-1. Added link to Ordering Overview for list of close codes.	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.02.03.05.F.02494.OrderingV65_ExpeditesV18
31	V17	2-11-05		Pre-Approved Expedites		Modify/change existing manual process to alert you when an amendment is needed in the Pre-Approved Expedite process	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.01.27.05.F.02513.Final_Exp_EscalationsV17
30	V16	12-1-04		Contacts	Local Service Requests (LSRs)	Contact information update to remove city specific references and the Denver TNs	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.11.10.04.F.02270.ExpeditesEscalationsV16
29	V15	11-22-04				Time Critical correction to Retract V15	Level 1	Time Critical correction	PROS.11.22.04.F.02315.RetractExpeditesEsclV15
28	V15	Retracted		Expedites	Pre-Approved Expedites	Modify/change existing manual process to include the state of Washington	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.01.04.F.02255.ExpeditesEscalationsV15
27	V14	7-31-04				Incremented to V14 to include changes from V11.0 and V13.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
26	V13	7/7/04				Incremented to V13 to include changes from V10.0 and V12.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
25	V12	7/7/04		Contacts	Access Service Requests	Contact information update to remove the Salt Lake City telephone contact number	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.06.30.04.F.01828.FNL_ExpeditesV12
24	V12	7/7/04		Expedites		Contact information update to remove the Salt Lake City telephone contact number	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.06.30.04.F.01828.FNL_ExpeditesV12
23	V11	7/31/04		Expedites	Pre-Approved Expedites	Modify/change existing manual process – new process	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ReissueExpeditesV11
22	V11	7/31/04		Expedites	Approved Expedited Requests	Modify/change existing manual process to incorporate two processes. New process wording change required	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ReissueExpeditesV11
21	V11	7/31/04		Expedites	Expedites Requiring Approval	Modify/change existing manual process – new process	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ReissueExpeditesV11
20	V11	7/31/04		Expedites		Modify/change existing manual process to incorporate two processes: Pre-Approved and Expedites Requiring Approval.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ReissueExpeditesV11

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
19	V10	7/06/04				Incremented to V10 to include changes from V7.0 and V9.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
18	V9.0	07/06/04		Introduction	Expedites	Establish new manual process for restoring previous service conversion type and move service orders	Level 4	Changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures	PROS.06.21.04.F.01814.FNL_ ExpeditesV9
17	V8.0	05/25/04		Introduction	Contacts	Documentation concerning existing processes not previously documented is being added . A change was made regarding the ASR Frame Relay contact and a telephone number was added to LSR Tier 1.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
16	V8.0	05/25/04		Introduction	Escalations	Documentation concerning existing processes not previously documented is being added . A change regarding Qwest contacts has been added.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
15	V8.0	05/25/04		Introduction	Expedites	Documentation concerning existing processes not previously documented is being added. The request and eligibility processes have been defined in more detail.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
14	V8.0	05/25/04		Introduction		Documentation concerning existing processes not previously documented is being added. A change was made in the definition of escalations and expedites.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
13	V7.0	10/7/03		Introduction	Escalations	Corrections/clarification/additional information that does not change the product or process: • Clarification regarding when escalations can be made	Level 1	Changes that do not alter CLEC operating procedures	PROS.10.06.03.F.03616.Exped EscalV7&CustServ
12	V6.0	5/27/03		Introduction	Expedites	Documentation concerning existing process not previously documented: • add Expedite reason – medical emergency • add link to Local Service Ordering Guide (LSOG) • clarified and added additional information on how to expedite service request	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.05.20.03.F.01088.FNL_ Expedite_Escalation
11	V5.0	12/11/02		Contacts		Contact information updates to Local Service Requests and Access Service Requests tables	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.11.20.02.F.00946.Exped itesEscalations

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			

Line #	Version	Effective Date	Change				Reason/Source	CR or Notice #
			Section #	Section Name	Subsection	Update Activity		
10	V4.0	5/10/02		Contacts		• Corrected font • Updated wording and telephone number for clarification • Added additional table for complete information • Deleted duplicate information	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
9	V4.0	5/10/02		Training		• Updated course description	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
8	V4.0	5/10/02		Introduction	Escalations – Technical Escalation Process	• Added additional information to sync up existing system documentation	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
7	V4.0	5/10/02		Introduction	Escalations – Maintenance and Repair	• Corrected font • Corrected acronyms for consistency	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
6	V4.0	5/10/02		Introduction	Escalations	• Corrected wording for clarification	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
5	V4.0	5/10/02		Introduction	Expedites	• Correct punctuation • Added additional and changed wording for clarification	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
4	V4.0	5/10/02		Introduction		• Corrected font	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
3	V3.0	1/25/02		Contacts	Maintenance and Repair Centers	• Edit Resale Simple Residential and Business identifiers (1FR and 1FB)	Correction to PCAT	N/A
2	V3.0	1/25/02		Contacts	Local Service Request	• Define CSIE	Correction to PCAT	N/A
1	V3.0	1/25/02		Introduction		• Add Version and History Log	Correction to PCAT	N/A

Qwest Response to Document In Review

Response Date:	**November 18, 2005**
Document:	**Process: Expedites and Escalations V30**
Original Notification Date:	**October 19, 2005**
Notification Number:	**PROS.10.19.05.F.03380.ExpeditesEscalationsV30**
Category of Change:	**Level 3**

Qwest recently posted proposed updates to Expedites and Escalations V30 CLECs were invited to provide comments to these proposed changes during a Document Review period from October 20, 2005 through November 3, 2005. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

Resources:
Customer Notice Archive http://www.qwest.com/wholesale/cnla/
Document Review Site http://www.qwest.com/wholesale/cmp/review.html

If you have any questions on this subject or there are further details required, please contact Qwest's Change Management Manager at cmpcomm@qwest.com.

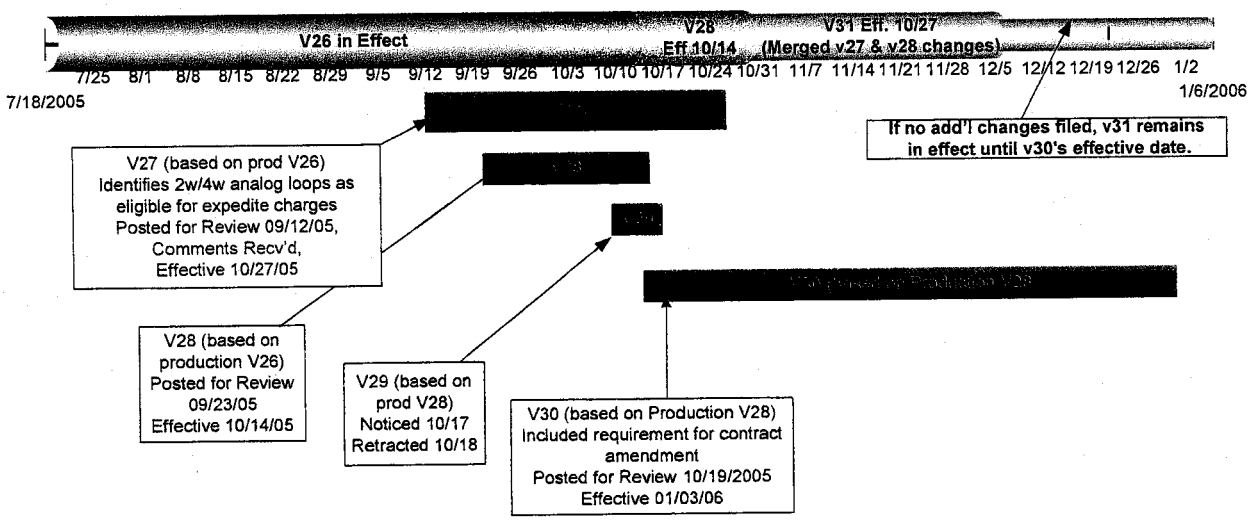
Qwest Response to Product/Process Expedites and Escalations V30 Comments

As a course of doing documentation updates, it is not unusual for multiple changes to be in process at any given time. These changes may or may not ultimately be implemented. Therefore, CMP standard practice is to base the proposed changes on the current production Version, not a Version that is in process. It appears that this practice led to the submittal of comments by the CLECs during the V30 comment cycle that actually addressed changes made in V27 of this document.

The picture below provides a timeline of the changes that have been made to this document. Version 27 of the document included the change to make 2w/4w analog loops eligible for expedite payments. That change was not commented on (other than a clarifying question on the rate) during the comment cycle and became effective on 10/27/05. Because Version 28 had already become effective, Version 31 was issued -- and merged the Version 27 changes with the Version 28 changes.

Meanwhile Version 30, which added language requiring an amendment to address expedites, had been created. Because Version 30 was created before Version 27 had taken effect, it did not include the Version 27 language per CMP practice. The Version 30 changes will be incorporated into the version that is in production on 1/3/06.

Several of the comments received on the Version 30 document actually address changes that were made in Version 27. Qwest will not respond to the comments which address Version 27 changes but will respond to comments related to the Version 30 amendment language.



#	Page/Section	CLEC Comment	Qwest Response
1		*McCloud* *10/26/05* Comment: Qwest announced it will begin charging expedite fee for 2w/4w loops on Oct. 27th. Qwest just posted a Expedites and Escalations V30 which still has the 2w/4w analog loop exception included. I looked at the previous version (V29) and the exception was also present in that version. Qwest has given until November 3rd to comment on the V30 so I don't see how (1) Qwest can begin charging tomorrow (Oct. 27th) when the review isn't complete and (2) Qwest can even claim that 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process when it doesn't appear that Qwest has addressed this issue in prior reviews	The change referenced in this comment was included in Version 27 which is already in effect.
2		*McCloud* *11/1/05* Comment:	There is no condition being removed in the Version 30 change. The change referenced in this comment was included in Version 27

		Can you please clarify which condition is being removed where an expedite is granted? Also, I see under the "Pre-Approved Expedites" section that the first product listed is "UBL all except 2W/4W analog". Does this mean that we are going to have this as an exception starting with V30 going forward? I don't see this listed in the history log as something that is being added back into the document as an exception. Please advise. Thank you.	which is already in effect. V30 is changing the process to require expedite language in the customers Interconnection Agreement (ICA) when an expedite is requested for products that follow the designed services flow. Products that follow the designed services flow will not be part of the Expedite Requiring Approval process except in the state of Washington.
3		*Eschelon* *11-3-05* Comment: In Qwest's response to Covad's CR PC021904-1, Qwest said: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used." The current "expedite requiring approval process" allows a CLEC to request an expedite, at no charge, when the customer's needs met certain criteria. Eschelon relied upon Qwest's response and based its decision to comment, or not comment, on that response. Qwest is now failing to keep the commitments it made to CLECs in CMP, and in its response to Covad, by now changing its position on expedites and unilaterally imposing charges via a process change in CMP. Qwest's proposed change to remove the existing approval required expedite process for designed products will negatively impact Eschelon and its	In regards to Eschelon's comments regarding Qwest's commitments with PC021904-1, discrimination allegations and timing of process notifications, Qwest submits the following response: Qwest did meet its commitment to PC021904-1. As with all processes that exist, they do change over time. Qwest utilized the appropriate CMP notification processes to notify CLECs of the pending changes. In fact, with this particular PCAT, process changes have been implemented since PC021904-1 was closed. For example, Qwest changed the process when it bills expedite charges in the following situations: billing per ASR/LSR instead of per service order, bill expedite charges on delayed orders only when additional costs are incurred, and finally, changed the pre-approved expedite process to include port in/port within. Qwest does not sell Unbundled Loops to its end user customers so it is not appropriate to make a comparison to retail in this situation. Qwest is selling a pipe, not a switched POTS service. The DS0 UBL product can be used for services other than a POTS type service and Qwest does not know what service the CLEC is providing its end user with the DS0 pipe. Therefore, Qwest's position is that there is not the parity component that is being raised with this comment.

		customers. Qwest said its basis for this change is "parity" and that Qwest retail charges for all expedites for "designed" services. However, this claim of "parity" is misleading as Qwest's new pro! cess now treats CLEC POTS customers differently than Qwest POTS customers. Qwest defines parity based on whether a service is "designed." Qwest has chosen to apply the "design" process to DS0 UBLs, but not to its own POTS customers. The result is that though from the customer perspective the service is the same, Qwest now proposes to treat them differently for the expedite process. The change Qwest is proposing is discriminatory to CLECs and their customers. A CLEC DS0 UBL and a Qwest retail 1FB functionally are the same service. A DS0 loop is merely a POTS line that Qwest choose to provision using a design flow process. For example, a customer could request an expedite using the approval required process when ordering service from Qwest (e.g. a 1FB), and would not have to pay additional charges for the expedite. However, if the customer orders service from a CLEC via a DS0 loop and the customer requests an expedite from the CLEC, the CLEC and the customer would have to! pay an additional charge for the same basic service. Eschelon objects to Qwest's proposed changes to the current approval required	Finally, Qwest did choose to implement the changes on different process notices. This was done to allow the CLEC community ample time to get the expedite amendments through the implementation process, which is longer than the CMP Level 3 notification requirements. For each of the process changes that were made on this process since PC021904-1 completed, Qwest stated clearly in the notification the process change that was being made in each of the notifications.

		expedite process because it is discriminatory to CLECs and CLEC customers. In addition, because Eschelon relied upon Qwest's comments to Covad's CR, Eschelon also objects to Qwest's addition of UBL DS0 products to the pre-approved list of products. Qwest chose to make the change to the approval required expedite process after it added DS0 loops to the product list for pre-approved products. The result is that CLECs were unable to effectively comment on a change that now, coupled with Qwest's further change, significantly impacts a CLEC's business.	
4		*McCloud* *11-3-05* Comment: Qwest's removal of the 2w/4w analog loop exception from the Expedites Requiring Approval process places CLECs at a competitive disadvantage because it forces expedite charges upon the end user consumer only when that end user consumer is purchasing from a facilities based CLEC. These expedite charges are not applicable if the end user consumer is purchasing from Qwest or a non-facilities based provider.	The change referenced in this comment was included in Version 27 which is already in effect.
5		*PriorityOne* *11-3-05* Comment: PriorityOne Telecommunications, Inc. objects to Qwest's proposed changes due to feeling that it is discriminatory to CLEC's and CLEC customers. Adding UBL DSO to the list of products is	The change referenced in this comment was included in Version 27 which is already in effect. Qwest has noted PriorityOne's objection to the process change associated with V30. The process change associated with V30 is being made to create consistencies across Qwest's entire customer base for products that follow the Designed Services flow.

		not "parity" as the customer's perception is that they are requesting a "line". The end user does not know whether the line is POTs or UBL DSO. They just know that it's a line. Also, PriorityOne objects to Qwest's proposed change to remove the existing approval required expedite process for designed products and note that it will negatively impact PriorityOne and its customers.	
6		*Covad* *11-3-05* Comment: Regarding Qwest's proposed change to remove the existing approval required expedite process for designed products, Covad requests clarification regarding availability of expedited services in the state of Washington, where, currently, Qwest does not offer an expedited services amendment. Covad requests that Qwest reiterate that the Expedites Requiring Approval products will still be available in the State of Washington.	Qwest has reiterated that the Expedites Requiring Approval process will still be available in the state of WA in the V30 redline document. Qwest currently has the following two statements addressing the state of Washington: *The Expedites Requiring Approval section of this procedure does not apply to any of the products listed below (unless you are ordering services in the state of WA).* *The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge.*
7		*Integra* *11-3-05* Comment: Integra objects to Qwest proposed change to remove the existing approval required expedite process for designed products. When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring	Integra was not advised that by signing the amendment it would change the Expedites Requiring Approval Process for a couple of reasons: 1) When an expedite amendment is signed, the CLEC is automatically included in the pre-approved process and the Expedite Requiring Approval process is not applicable any longer for the products identified in the Pre-Approved Expedite section of the PCAT. This was clarified and documented with PC021904-1. In the meeting minutes for the ad-hoc meeting held on July 9, 2004, Qwest

		Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval. When Integra signed the amendment UBL DS0 loops were not included as a product on the list of products in the "Pre-Approved Expedites" list. When the UBL DS0 was added to this list Integra did not comment as at that time we still believed the Expedites Requiring Approval process was in place for our use.	clarified that when a CLEC amends their contract there are no reasons any longer and that if Qwest expedites a request, expedite charges apply. 2) The PCAT that was revised with PC021904-01 states the following: *Requesting an expedite follows **one of two processes**, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the request does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.* For the change that is being implemented with V30, there is no change to the CLECs that already have an expedite amendment in place.

Q-4
REDACTED
4 pages

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF ESCHELON TELECOM OF ARIZONA, INC.	)	
Complainant,	)	**DOCKET NO. T-03406A-06-0257**
	)	**T-01051B-06-0257**
vs	)	
QWEST CORPORATION	)	
Respondent.	)	
	)	**AFFIDAVIT OF JILL MARTAIN**
STATE OF UTAH	) :	**SS**
COUNTY OF SALT LAKE	)	

Jill Martain, of lawful age being first duly sworn, deposes and states:

1. My name is Jill Martain. I am the Manager of Process Management – Wholesale Markets for Qwest Services Corporation in Salt Lake City, Utah. I have caused to be filed written rebuttal testimony in Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

Jill Martain

Jill Martain

SUBSCRIBED AND SWORN to before me this ~~12th~~ 7th day of February, 2007.

Notary Public

My Commission Expires: May 27, 2008.

LISA DE LEON
Notary Public
State of Utah
My Comm. Expires May 27, 2008
7181 S Cmapus View Dr West Jordan UT 84084

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
BARRY WONG
Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	)	DOCKET NO. T-03406A-06-0257 DOCKET NO. T-01051B-06-0257

DIRECT TESTIMONY

OF

JEAN L. NOVAK

ON BEHALF OF

QWEST CORPORATION

AUGUST 28, 2006

EXHIBIT
Q5
admitted

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I. IDENTIFICATION OF WITNESS

Q. PLEASE DESCRIBE FOR THE COMMISSION YOUR CURRENT EMPLOYMENT.

A. I am currently employed by Qwest Services Corporation ("Qwest") as a Regional Service Director. I have been employed by Qwest for 21 years, and have been working in the telecommunications industry for 23 years. I hold a Certificate of Computer Programming from Globe Business College.

I have been working in Qwest's Wholesale Markets organization since May of 2004. I previously worked in Qwest's Wholesale Markets from 1988 to 1991 providing sales and support to a major Interexchange Carrier, and from 1997 to 2000 supporting a large Competitive Local Exchange Carrier (CLEC). As a Regional Service Director, I provide service management functions in support of CLECs. My responsibilities include clarifying Qwest's processes, providing service analysis, acting as CLEC advocate, interfacing with Qwest internal departments and providing escalation and expedite assistance, as needed. In performing these responsibilities, I have gained extensive familiarity with Eschelon Telecom of Arizona, Inc. ("Eschelon"), specifically with Eschelon's practices as to accounts payable to Qwest.

II. PURPOSE OF TESTIMONY

Q. PLEASE DESCRIBE THE PURPOSE OF YOUR TESTIMONY.

A. The purpose of my testimony is to discuss three different issues. First, I will describe difficulties Qwest has experienced with Eschelon regarding payment of amounts owing to Qwest, including Eschelon's refusal to pay charges unless they appear in Eschelon's interconnection agreement ("ICA"). Second, I will discuss the fact that Eschelon requested several orders for unbundled loops to

be expedited between January 2006 and March 2006, and that Qwest uniformly refused to provide those expedites because Eschelon was not compliant with the processes for obtaining expedites approved in the Change Management Process (CMP). Third, I will discuss the specific facts concerning Eschelon's request that Qwest disconnect a DS1 Capable Loop at the Marc Center, the facts and circumstances surrounding this disconnect, and Eschelon's subsequent request for Qwest to provision a new order for it on an expedited basis.

III. SUMMARY OF TESTIMONY

Q. WILL YOU PLEASE SUMMARIZE YOUR TESTIMONY?

A. My testimony describes three different issues.

First, Eschelon has failed to pay millions of dollars owed to Qwest. Eschelon routinely refuses to pay an invoice, even if Qwest performed the work at Eschelon's request, when a specific rate for the work is not set forth in an ICA.

Second, Eschelon was well aware of the fact that the process for expediting orders for unbundled loops was modified in the Commission-approved Change Management Process. Indeed, Qwest had rejected several requests from Eschelon between January and March 2003 to expedite orders for unbundled loops. On each occasion, Qwest informed Eschelon that it would not fulfill the expedite request because Eschelon's ICA did not contain a rate to expedite orders.

Third, Eschelon specifically requested that Qwest disconnect a DS1 Capable Loop that served the Marc Center in Mesa, Arizona. In this circumstance, Qwest disconnected the loop per Eschelon's request. Then Eschelon improperly attempted to cure its mistake by issuing a trouble report, rather than submitting a new order. Eschelon compounded the problem by issuing a new order that did not indicate on the Local Service Request ("LSR") that it wanted the order

1 expedited. Eschelon's failure to do so slowed the entire expedite review process.
2 Then, almost a full day later, Eschelon orally requested that the order be
3 expedited. Of course, Qwest rejected the request for the same reasons that it
4 had rejected many other orders in the past. Then Eschelon finally submitted a
5 request for a tariffed private line, and Qwest provisioned the circuit on the exact
6 same day that it was requested by Eschelon in its oral escalation. Everything
7 surrounding the circumstances at the Marc Center show that Qwest acted
8 professionally and responsibly.

9 **IV. IT HAS PROVEN DIFFICULT FOR QWEST TO COLLECT ACCOUNTS**
10 **PAYABLE FROM ESCHELON**

11 **Q. DESCRIBE YOUR JOB RESPONSIBILITIES INSOFAR AS THEY REQUIRE**
12 **INTERACTION WITH ESCHELON.**

13 A. I am the principal point of contact for Eschelon at Qwest. As a result, I routinely
14 interact with Eschelon. As a general rule, Eschelon demands a great deal of my
15 time. Eschelon's representatives routinely escalate issues and demand prompt
16 responses. In my years of experience interfacing with CLECs, managing the
17 Eschelon account is much more time intensive than any other CLEC in Qwest's
18 14-state region.

19 **Q. HAS QWEST HAD DIFFICULTIES COLLECTING ON ACCOUNTS PAYABLE**
20 **FROM ESCHELON IN THE PAST?**

21 A. Yes, Qwest has had extreme difficulty in collecting amounts payable from
22 Eschelon. Specifically, at the present time, Eschelon has outstanding accounts
23 payable to Qwest in the millions of dollars because Eschelon refuses to pay.

24 **Q. CAN YOU PROVIDE EXAMPLES OF THESE DIFFICULTIES?**

25 A. Eschelon has refused to pay, for example, Maintenance of Service Charges.
26 Eschelon has claimed in Oregon that these charges are not commission-

approved and are not in its negotiated interconnection agreement and, therefore, instead of paying the stated charges, Eschelon has paid a rate effective in another state and has continued to dispute the charges. This is despite the fact that Qwest pointed Eschelon to the specific provisions of the Oregon rate sheet (Exhibit A) that support the charges. Here are more examples:

1. Design Service Charge – Eschelon states that the rates in the ICA are proposed and refuses to pay any rate.

2. 30 Day Minimum Billing – Escheon refuses to pay because the rates are notlisted in the ICA.

3. Prior to May 25, 2006, Eschelon's undisputed balances were over $3.0 Million. On May 25, 2005, Qwest sent a letter to Eschelon stating that Eschelon was in default of its interconnection agreements (ICAs) as well as failing to pay under various Qwest tariffs with a resulting undisputed balance of $3,128,651.73. ***See Exhibit JN-1.*** On June 21, 2006, Eschelon stated in a letter to Qwest that Eschelon had made payments on the undisputed past due balances. ***See Exhibit JN-2.*** However, upon review, Qwest found that almost $1.0 million had been paid by Eschelon to an account for Oregon Telecom, a company Eschelon recently acquired. Qwest, again, notified Eschelon on July 5, 2006, of undisputed past due balances. ***See Exhibit JN-3.***

Based on the past history of Eschelon's failure to pay for services rendered, as well as its current conduct, Qwest has made a business decision to require Eschelon to enter into an amendment to its ICAs to order any service that is not listed in the ICAs with a corresponding rate.

V. ESCHELON'S KNOWLEDGE OF THE EXPEDITE PROCESS CREATED IN CMP

Q. DESCRIBE YOUR INTERACTIONS WITH ESCHELON CONCERNING EXPEDITES FROM AN HISTORICAL PERSPECTIVE.

A. Eschelon operates as a CLEC in six different states, one of which is Arizona. Historically, Eschelon has requested expedited due dates in each of these states. For all six states combined, Eschelon sought: (a) 201 expedite requests in 2003; (b) 764 expedite requests in 2004; and (c) 370 such requests in 2005. Each such request sought a shorter than standard interval. Historically, the reasons provided by Eschelon for expediting due dates on unbundled loops were (a) customer out of service, (b) customer moved without notice, (c) grand opening, (d) Eschelon caused an outage for the customer or (e) Qwest caused an outage for the customer. Irrespective of the time frame, including today, Qwest routinely expedites orders where Qwest causes an outage for the Eschelon customer; and Qwest provide such expedites at no charge. Over the course of time between 2003 and 2006, the processes for expediting orders changed several times via the CMP.

Eschelon is alleging that Qwest approved every expedite request regardless of the reason prior to January 1, 2006. This is inaccurate. Eschelon's own Exhibit D, attached to the testimony of Bonnie Johnson, demonstrates that Qwest rejected some requests, and uniformly followed the process in existence at the time for expediting orders for unbundled loops. As the process changed for expedites via CMP, so did the response from Qwest. Eschelon's Exhibit D contains only one circumstance where Qwest approved an expedite after January 1, 2006. That situation arose as the result of a Qwest typographical error. Because the problem was caused by Qwest's conduct, Qwest provided

the expedite to Eschelon at no charge. ***See Confidential Exhibit JN-4*** (Escalation Ticket 25882224 dated February 2006).[1]

In March 2003, I personally attended an executive meeting with several Eschelon employees and informed them of the substantial drain they were causing on Qwest's resources because of the number of expedites/escalations that Eschelon was requesting. For the month of February 2003 alone, Eschelon submitted 1928 escalation tickets to Qwest – an average of 69 tickets per day. ***See Confidential Exhibit JN-5.*** Of these tickets, approximately 10% concerned requests by Eschelon for Qwest to shorten the provisioning cycle (requests for expedites being one such example). This equates to about 10 requests each business day to shorten the provisioning cycle. Over the last several years, Qwest has worked with Eschelon, both independently and cooperatively via CMP, to improve processes as well as the business interactions between the two companies. The proof of these efforts can be seen in the fact that Eschelon opened 572 escalation tickets in July 2006 – a 70% improvement over February 2003. ***See Confidential Exhibit JN-6.***

Q. WERE YOU AWARE OF THE FACT THAT THE PROCESS FOR EXPEDITING AN ORDER FOR AN UNBUNDLED LOOP CHANGED IN 2005 AND BECAME EFFECTIVE IN JANUARY 2006?

A. Yes. It was well known that in the Change Management Process (CMP), a new process was developed for expediting orders for unbundled loops. This new process required that the CLEC have an interconnection agreement that

[1] Attachment D is also misleading because Eschelon is combining requests for nondesign (POTS) orders with requests for design services (unbundled loops). For a more detailed discussion of the differences between these types of orders, see the testimony of Renee Albershein and Jill Martain. Attachment D is also misleading because it contains circumstances where orders are delayed because Qwest does not have facilities to fill the order. This is a completely different scenario, and did not belong in a discussion of expedites.

contained a rate for Qwest's expedite of unbundled loops. Eschelon's ICAs did not contain such a provision.

Q. WAS ESCHELON AWARE OF THE NEW CMP APPROVED PROCESS FOR EXPEDITING ORDERS FOR UNBUNDLED LOOPS?

A. Yes, absolutely. I had many discussions with Eschelon about the subject. Each time Eschelon requested involvement from my organization – Service Management – to obtain an expedited due date for an unbundled loop, we explained the new expedite process. I have attached emails confirming some of those discussions. ***See Confidential Exhibit JN-7.***

It is Eschelon's process to keep a matrix of issues that it brings to Qwest, which require Qwest's research prior to responding. Eschelon has never included an issue concerning expedites on unbundled loops because Eschelon knows the process for expediting orders for unbundled loops (designed services). If the issue is not resolved to Eschelon's satisfaction, Eschelon moves the item to the "Unresolved" tab of the matrix. ***See Confidential Exhibit JN-8.*** Qwest's process for expediting orders for unbundled loops has never been included in this matrix.

Indeed, it was well known that the new CMP process for expediting orders for unbundled loops would take effect in January 2006. Shortly thereafter, on January 3, 2006, Eschelon submitted a request to expedite an order for an unbundled loop. Qwest refused to provide the expedite because as required by CMP, the Eschelon ICA did not contain a rate for expediting an order. Between January 3, 2006 and March 7, 2006, Eschelon submitted more than 10 requests for similar expedites. Qwest refused each such request. During this timeframe, I continued to have discussions with Eschelon about the expedite process. There were two key Eschelon employees that worked with Service Management concerning expediting due dates for unbundled loops, Ben Schulz and Ronda

Knudson. Each time, Eschelon was directed to the PCAT, and informed of the process requirements for expediting orders for unbundled loops. Eschelon continued to open escalation tickets requesting expedited due dates without an expedite amendment. On January 3, 2006, Eschelon opened Escalation Ticket 25868574, which stated Qwest made an error in provisioning an order. ***See Confidential Exhibit JN-9***. After review, Qwest determined it did not cause the error, and denied the requests and closed the ticket. Id. On January 4, 2006, Eschelon then contacted Service Management, and challenged the closure of Escalation Ticket 25868574. Service Management reviewed the circumstances, confirmed that the ticket was properly closed, and denied the request.

On February 6, 2006, Eschelon opened Escalation Ticket 25884338 requesting an expedited due date for unbundled loops, and stated that the request concerned a medical facility out of service. ***See Confidential Exhibit JN-10***. In reality, the orders were for new installs. Qwest denied the request because Eschelon did not have an expedite agreement. Then on the same day, Eschelon opened a second Escalation Ticket 25884367, claiming there were cable problems at the same customer's location and requested an expedited due date for the unbundled loops to obtain working service for the customer. ***See Confidential Exhibit JN-10***. Qwest told Eschelon to submit a trouble report to the repair center because it concerned existing service. Qwest again denied the expedite request.

On February 16, 2006, Eschelon opened Escalation Ticket 25889896 requesting an expedited due date for unbundled loops that Eschelon disconnected in error. ***See Confidential Exhibit JN-11***. In this circumstance, Eschelon stated that it was willing to pay the expedite charge. Qwest denied the request because Eschelon did not have an expedite amendment.

On February 17, 2006, Eschelon submitted Escalation Ticket 25890448 requesting an expedited due date for an unbundled loop. ***See Confidential Exhibit JN-12***. Qwest again advised Eschelon that the request would be denied because Eschelon did not have an expedite amendment.

It is abundantly clear that Eschelon was well aware of the process for expediting orders for unbundled loops prior to Eschelon opening the 3 escalation tickets for the Marc Center. ***See Confidential Exhibit JN-13***.

VI. ESCHELON WAS THE CAUSE OF THE PROBLEMS EXPERIENCED AT THE MARC CENTER.

Q. DESCRIBE THE CIRCUMSTANCES THAT LED TO THE DISCONNECT OF THE DS1 CAPABLE LOOP AT THE MARC CENTER.

A. On March 8, 2006, Qwest received a LSR from Eschelon to disconnect a DS1 Capable loop for one of its customers. The disconnect was requested for March 15, 2006. ***See Confidential Exhibit JN-14.*** Over the course of the next few days, Qwest sent notices to Eschelon informing Eschelon of its plan to disconnect the loop as requested by Eschelon. Specifically, Qwest sent Eschelon a Firm Order Confirmation (FOC) informing Eschelon the disconnect would occur on March 15, 2006 as requested. ***See Confidential Exhibit JN-15.*** Qwest also sent Eschelon a PSON stating the exact same thing. ***See Confidential Exhibit JN-16.*** Despite receiving multiple notices, Eschelon never asked Qwest to stop the disconnect; as a result, the disconnect took place as scheduled on March 15, 2006.

I later learned that the DS1 Capable Loop served a customer in Mesa, Arizona known as the Marc Center. I have come to learn that the Marc Center is a non-profit organization that serves people with disabilities.

Q. DID ESCHELON REQUEST THAT QWEST REPAIR THE DISCONNECTED FACILITY?

A. Yes, on March 15, 2006, Qwest initially sent a completion notice to Eschelon informing it of the disconnect at 10:02 a.m. ***See Confidential Exhibit JN-17.*** At 10:23 a.m., Eschelon opened a mechanized trouble report asking Qwest to repair the service. As Ms. Bonnie Johnson from Eschelon admits, a disconnect order cannot be rectified with a trouble report. ***See Johnson Testimony at p. 29:15-18.*** A new order must be submitted. Once this trouble report was issued, the service was restored for a brief period of time. However, Eschelon never asked Qwest to stop the disconnect process it had initiated.[2] As a result, the disconnect process continued and the DS1 Capable Loop was disconnected on March 15, 2006.[3]

Eschelon suggests that its trouble report should have resolved the situation; however, Eschelon knew otherwise. ***See Johnson Testimony at p. 29:15-18.*** Moreover, on March 16, 2006 at 2:37 p.m., notes created by Marc Center personnel state that Jared Arnold of Eschelon contacted them and informed them that "they will place an order to turn it back on but it will take 5 business days to do it." ***See Confidential Exhibit JN-18.*** This was just 1 hour and 22 minutes after Eschelon contacted the Marc Center and told them that Qwest disconnected the circuit on March 15, 2006.

Q. DID ESCHELON SUBMIT AN ORDER FOR A NEW DS1 CAPABLE UNBUNDLED LOOP?

---

[2] A request to stop a disconnect can occur before the disconnect occurs, meaning before Qwest sends the completion notice.

[3] The technician that restored the service for a brief period of time performed this work outside of Qwest's standard process. The technician is supposed to determine whether the outage has occurred due to a disconnect order. The technician failed to follow this step of the process. The technician has since been reminded of the process, and that he had acted outside of process.

A. Yes. On Thursday, March 16, 2006, Eschelon submitted an order for a new DS1 Capable Loop. The order did not check the box on the LSR concerning an expedite with a "Y", which would have let Qwest know that Eschelon wanted to expedite the order. ***See Confidential Exhibit JN-19.*** Instead, at 12:38 p.m. on March, 17, 2006 – almost one full day after the new order was submitted – Rhonda Knudson from Eschelon contacted the Qwest Call Center and asked that the order be expedited. Ms. Knudson asked that the order be expedited "for today or first thing Monday, 3/20/2006." ***See Confidential Exhibit JN-20.*** Less than 2 hours later, Qwest rejected the request for an expedited due date. ***Id.*** Eschelon then escalated the ticket further to me personally claiming medical emergency. ***Id.*** I specifically informed Eschelon that the request did not qualify for expedited orders on unbundled loops because it did not satisfy the requirements of the expedite process set forth in the ~~Commission~~ SGAT approved CMP. ***Id.*** Thus, Qwest very promptly not once, but three times, informed Eschelon that it did not qualify to obtain an expedited due date for the Marc Center.

Q. DO YOU HAVE ADDITIONAL DETAILS ABOUT THE EXPEDITE PROCESS SPECIFICALLY AS IT RELATED TO THE MARC CENTER?

A. Yes. I became involved with the expedited due date request for the Marc Center on March 17, 2006 at approximately 1:30 p.m. CST. I was contacted by Ronda Knudson of Eschelon, who requested my assistance. Ms. Knudson requested that I look at the LSR and see if I could assist. At this time, Ms. Knudson did not have an LSR or order number for me to investigate. I waited until approximately 1:59 p.m. CST for Ms. Knudson to call me again to tell me the LSR or order number, and then I called another contact at Eschelon to get Ms. Knudson's contact information. At 2:11 p.m. CST, Ronda Knudson returned my call with the LSR. I asked Ms. Knudson if there was an open escalation ticket. After our conversation, Ms. Knudson opened an escalation ticket. At no time during this

conversation did Ms. Knudson mention to me that a trouble report had been opened on the disconnected circuit, nor did she request my assistance with Eschelon's belief that the repair ticket should have resolved the out of service condition for the Marc Center. Eschelon is well aware that disconnected services can only be reinstated with a new order, and that was the reason Eschelon had issued a LSR for a DS1 Capable Loop for the Marc Center. I had discussions with the Minneapolis Center Team Lead regarding any possibility of expediting the order for the unbundled loop. After reviewing the LSR, Qwest determined that Eschelon had not requested reuse of facilities nor had they provided the disconnect order number. The Minneapolis Center Team Lead and myself contacted Ms. Knudson requesting the information. Ms. Knudson was not available and we left a voice mail requesting the disconnect order. After we hung up, the Minneapolis Center Team lead reviewed all the facts surrounding the requested expedite including the letter Eschelon had faxed to Qwest describing the business activities of the Marc Center. Based on Eschelon not having an expedite amendment and based on the fact that there was no medical emergency, Qwest denied the expedite request for the third time.

I then contacted Ronda Knudson, stating the expedite was denied. Ms. Knudson left a voice message on my home answering machine stating:

> Hi Jean, its Ronda. Got your voice mail - understand. Wondering if you could help me get them some QPP line installed right away. What I'm hoping to do get them in today or tomorrow considering we can order with due date of tomorrow for QPP. Can you give me a call back. I did leave my cell phone home today. So unfortunately you'll have to leave a voice mail if you don't get me. But you can call me on 612-436-6299.

At approximately 6 p.m. CST, Ronda Knudson called me and asked if I would approve the expedite if Eschelon agreed to pay the expedite charges. I advised

her that Qwest would not be able to approve an expedite without an expedite amendment.

On March 18, 2006, Ronda Knudson called me at home requesting my assistance on the subject once again. Ms. Knudson informed me that Eschelon was submitting an ASR, ordering a special access service (DS1 private line) out of the Qwest retail tariff, and that it would be paying the expedite charges set forth in that tariff. After attempting to contact the order writing center, I learned that the Qwest Des Moines Center was closed on Saturday so the order could not be filled on Saturday, March 18, 2006. I advised Ms. Knudson, and requested the PON number for the ASR. I stated that I would get the order written as soon as possible on Monday, March 20, 2006. I contacted Ronda Knudson at 7:30 a.m. CST on March 20, advising that the order was ready but I needed Eschelon to submit a supplemental order to change the expedited due date from March 18 to March 20, 2006. Eschelon complied with the request and by end of day the new service was working at the customer's location.

Q. EVEN IF THE FORMER EXPEDITE PROCESS WAS IN PLACE, WOULD THE MARC CENTER QUALIFY FOR AN EXPEDITE?

A. No. After Eschelon complained, I performed some research and verified that the Marc Center had additional lines into the facility. Thus, the Marc Center had existing telephone service during the time frame in question, including 911 service. The DS1 Capable Loop was intended to provide additional service into the individual rooms at the Marc Center. I have been informed, based on an interview with personnel at the Marc Center, that the Marc Center was fully aware of the fact that they had 911 service through existing lines. As a result, I understand that a memo was distributed to Marc Center personnel about how to make a 911 call. Indeed, during the few days when the service was down, on one occasion 911 service was utilized, and the Marc Center used the existing

circuits to make the 911 call. The 911 call was completed, and things worked out well. Thus, no medical emergency existed.

Q. GIVEN THAT ESCHELON WAS THE CAUSE OF THE DISONNECT IN ERROR, DOES IT MAKE SENSE THAT ESCHELON PAY AN EXPEDITE CHARGE?

A. From a purely practical perspective, it seems incongruous for Eschelon to claim that it does not need to pay an expedite fee when a customer is disconnected due to an Eschelon error. In all circumstances, if Qwest causes a disconnect in error, it restores the service at no charge. In this circumstance, it is undisputed that the Marc Center lost its DS1 Capable Loop due to an Eschelon error. In that circumstance, Eschelon should be thanking Qwest for helping them get the service restored. This is clearly a circumstance when Eschelon should be ready, willing and able to pay an expedite fee.

Q. DOES THIS CONCLUDE YOUR TESTIMONY.

A. Yes, it does.

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
BARRY WONG
Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	DOCKET NO. T-03406A-06-0257 DOCKET NO. T-01051B-06-0257

EXHIBITS

OF

JEAN L. NOVAK

ON BEHALF OF

QWEST CORPORATION

AUGUST 28, 2006

EXHIBIT JN-1

Qwest
Spirit of Service™

EXHIBIT JN-1

May 25, 2006

Via E-mail and Certified Mail, Return Receipt Requested

Christopher Gilbert
Eschelon Telecom
730 2nd Ave S
Minneapolis, MN 55402

Re: Past Due Balances

Dear Christopher:

This letter constitutes notice of default under the interconnection agreements between Qwest Corporation ("Qwest") and Eschelon Telecom, Inc. and its affiliates ("Eschelon") in Arizona, Colorado, Minnesota, Oregon, Utah, and Washington (individually and collectively, the "ICA"). This letter further constitutes notice of default under Qwest's federal tariff, Tariff F.C.C. No.1 (the "Tariff").

This notice is sent to you pursuant to the notice provisions of the ICA and the Tariff. For at least the past two years Eschelon has engaged in what can only be described as a deliberate strategy of dilatory payments to Qwest. On average, Eschelon takes over 73 days to pay its invoiced charges. This is 30 to 40 days longer than other CLECs in its peer group, i.e., those CLECs incurring similar monthly charges. Even then, Eschelon does not consistently pay undisputed past due amounts in full. As a result, Eschelon has accumulated a significant *undisputed* past due balance that rolls from month to month and never gets paid in a timely fashion.

As of May 24, 2006, Eschelon's undisputed past due balance under the ICA and the Tariff was $3,128,651.73.[1]

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[1] This figure reflects Eschelon's past due amount according to Qwest's records as of May 24, 2006 less the $932,368.84 in pending disputes as of April 25, 2006 according to e-mail correspondence from Dennis Ahlers of Eschelon. Qwest has been advised that Eschelon believes that a greater amount is in fact in dispute. If Eschelon believes the amount in disputes pending has changed since April 25, 2006 Qwest should be advised of that fact. Qwest believes that a significant percentage of the pending disputes have been determined to be correctly billed by Qwest. Qwest reserves its rights to address these charges separately and to challenge Eschelon's pending dispute figure.

In response to Eschelon's payment practices, Qwest has repeatedly demanded, in writing, that Eschelon comply with the ICA and Tariff payment deadlines. However, Eschelon has routinely ignored these demands and has chronically missed payment deadlines and paid substantial undisputed charges under the ICA and Tariff well past the due date, if at all. Qwest is forced to conclude that Eschelon has come to rely on Qwest, at least in part, to finance its operations. This situation is detrimental to Qwest and has become intolerable.[2]

Under the terms of the ICA, failure to pay timely amounts due thereunder constitutes a material breach.[3] Because of its undisputed past due balance, Eschelon is in breach of the ICA. As a result of Eschelon's breach, Qwest is entitled under the ICA to "pursue all available legal and equitable remedies." This includes, but is not limited to, suspending service order activity.

In addition, Eschelon owes undisputed past due amounts under the Tariff. Pursuant to section 2.1.8(A) of the Tariff, Qwest is entitled to pursue various remedies in the event of default including, but not limited to, suspension of service order activity.

Accordingly, in compliance with the ICA and Tariff provisions cited above, Qwest will exercise its right to suspend all Eschelon service order activity under the ICA and the Tariff effective June 26, 2006. All undisputed past due amounts under both the ICA and the Tariff, including applicable late payment charges, must be paid before June 26, 2006 to avoid suspension of service order activity under the ICA and the Tariff. To obtain the current amount owed and/or to arrange to pay the past due balance please contact: Kathie Maki (801-239-4483) or Valene Kipp (801-239-4215), 250 Bell Plaza, 6th floor, Salt Lake City Utah, 84111; 801-239-4483. No further notices will be sent.

Qwest reserves the right to pursue all other available remedies, legal and equitable, until all undisputed past due amounts under both the ICA and the Tariff, including applicable late payment charges, are paid.

---

2 It should be noted that the undisputed past due amount stated herein is accurate as of May 24, 2006 according to Qwest's records. It is exceedingly difficult to calculate with precision Eschelon's past due balance at any given point in time in large part because of the payment practices described in this letter.

3 Arizona ICA section 32.1.1; Colorado ICA section 21.1.1; Minnesota ICA section 1.4.1; Oregon ICA section 1.4.1; Utah ICA section 32.1.1; Washington ICA section 32.1.1.

You may contact me directly with any questions about this notice.

Sincerely,

Valene Kipp

cc: J. Jeffrey Oxley
Karen Clauson
Arizona Corporation Commission
Colorado Public Utilities Commission
Minnesota Public Utilities Commission
Public Utility Commission of Oregon
Utah Division of Public Utilities
Washington Utilities and Transportation Commission

EXHIBIT JN-2

EXHIBIT JN-2

eschelon telecom, inc.

June 21, 2006

Via Fax (801.239.4149) and Overnight Delivery

Valene Kipp
Qwest
250 Bell Plaza, Suite 601
Salt Lake City, UT 84111

Re: Letter of May 25, 2006

Dear Ms. Kipp:

On June 20, 2006, Chris Gilbert advised you (via e-mail) of the payments that have been made by Eschelon in response to your May 25, 2006 letter. Eschelon believes that it has complied with the payment demand in that letter by making the following payments to Qwest:

$3,059,156.10 on 6/01/06 via Checks
$5,352,179.78 on 6/12/06 via Checks
$526,443.75 on 6/19/06 via Wire Transfer

Enclosed is our letter dated June 5, 2006 in which we said "Eschelon assumes that Qwest will take no action, absent further written notice, to suspend service order activity or otherwise disrupt the provision of services to Eschelon and its customers."

Qwest has not indicated that it disagrees with this statement, and we are relying on the fact that we have made payment and Qwest will not stop processing orders. If Qwest has any other view, intent, or plan, it needs to expressly notify Eschelon (using the notice provisions of the ICA) of its position and the basis for that position and identify any steps

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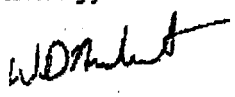
www.eschelon.com

that Qwest plans to take and when Qwest plans to take them. Absent that, Qwest has confirmed that Eschelon has met the payment demands and Qwest has withdrawn its threat to cease processing orders.

Sincerely,



William D. Markert
Executive Vice President – Network Financial Management
Eschelon Telecom, Inc.
612.436.6265 (direct)
612.436.6365 (fax)
wdmarkert@eschelon.com

Enclosure
cc by email to:

Richard Corbetta, Qwest
Harisha Bastiampillai, Qwest
Larry Christensen, Qwest
Christopher Gilbert, Eschelon
J. Jeffrey Oxley, Eschelon
Dennis Ahlers, Eschelon
Douglas K. Dermey, Eschelon

cc by U.S. mail to:

Arizona Corporation Commission, Utilities Division
Colorado Public Utilities Commission
Minnesota Public Utilities Commission
Oregon Public Utility Commission
Utah Public Service Commission
Tom Wilson, Washington Utilities and Transportation Commission

June 5, 2006

Via E-mail and Certified Mail, Return Receipt Requested

Valene Kipp
Richard Corbetta
Qwest
250 Bell Plaza, Suite 601
Salt Lake City, UT 84111

Re: Letter of May 25, 2006

Dear Ms. Kipp and Mr. Corbetta:

I am writing to update you on Eschelon's position concerning the issue of Eschelon's payments to Qwest. In Qwest's May 25th letter, Qwest threatened Eschelon with "suspending service order activity." That means Qwest would disrupt our customer orders, and Qwest said it would do so ***this month***! The consequences of Qwest carrying out that threat would be so disruptive and potentially devastating that, to avoid that possibility, Eschelon has no choice but to bring our account current[1] even though Qwest did not provide the amount allegedly due by state and despite Eschelon's valid disputes. In our May 31st letter, we outlined our objections to Qwest's actions. This letter is to inform you that despite Qwest's failure to provide the requested explanations, and to complete the discussions, Eschelon will, under protest, make sufficient payments on or before June 26, 2006, such that Eschelon's account will be current, net of disputed amounts.[2] In return, Qwest is bound to refrain from taking any action to suspend service order activity and to provide an accounting (including facts verifying what amount is due in each state) from Qwest and prompt credit adjustments as applicable based on that accounting.

Eschelon has little choice to pay these unsubstantiated amounts because of Qwest's threat of "suspending service order activity." As Qwest is well aware, the

[1] The amount will differ from that stated in Qwest's May 25 letter because of payments made but unrecognized in Qwest's calculations and additional disputed amounts.
[2] In the May 25 letter Qwest acknowledged that Eschelon had informed Qwest that the disputed amounts exceeded the amount reflected in Qwest's calculations and asked for confirmation. Eschelon's records show that its outstanding disputed amount with Qwest as of 5/23/06 was $1,179,641.32. Eschelon would remind Qwest that these amounts remain in dispute until either resolved by agreement of both parties or by dispute resolution.

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www.eschelon.com

refusal to process orders is a very serious step that could vitally affect end-users as well as the ongoing viability of a competitor, like Eschelon, who would not get its orders processed. Even assuming action were warranted, Qwest has other remedies, such as late payment fees and dispute resolution, available to it. Eschelon has been a regularly paying customer, in steadily increasing amounts, for a period of approximately ten years. We regularly pay Qwest ***several million dollars per month***, over and above any disputes. Qwest would continue to receive such payments while an orderly dispute resolution proceeding was pending, so any claim of a threat to Qwest or its subscribers is baseless. The ICAs allow Qwest to "pursue" legal and equitable remedies, not commandeer them.

As Qwest well knows, although Eschelon is a multi-million dollar customer of Qwest, Eschelon is still small compared to Qwest. Qwest's revenues and earnings dwarf those of Eschelon. Qwest's revenues in the first week of the year exceed Eschelon's revenues for the entire year. If resources rather than merit determine results, therefore, Qwest wins. Resources should not determine results. With all of its resources, Qwest should be able to provide the explanation and state-specific data needed by Eschelon. Instead of availing itself of the orderly dispute resolution mechanism in our ICAs, Qwest disrupted ongoing discussions of this issue by unexpectedly sending a letter copied to all six commissions declaring alleged default and threatening this drastic action and including gratuitous criticism of Eschelon. Given that the ongoing discussions had not concluded and Qwest has more orderly alternatives available to it, there is no legitimate reason for Qwest to have taken this course.

In conclusion, payment over and above the usual ongoing payments in an amount to bring Eschelon's account current, net of disputed amounts, will be made prior to June 26, 2006. In light of this decision, Eschelon assumes that Qwest will take no action, absent further written notice, to suspend service order activity or otherwise disrupt the provision of services to Eschelon and its customers. Please contact me if you have any questions.

Because Qwest copied the six state commissions with its inflammatory and one-sided letter, Eschelon feels compelled to update the Commissions of the current status of this matter.

Sincerely,

William D. Markert
Executive Vice President, Network
Financial Management
Eschelon Telecom, Inc.
612-436-6265 (direct)
wdmarkert@eschelon.com

cc by email to:

Harisha Bastiampillai, Qwest
Larry Christensen, Qwest
Christopher Gilbert, Eschelon
J. Jeffrey Oxley, Eschelon
Dennis Ahlers, Eschelon
Douglas K. Denney, Eschelon

cc by U.S. mail to:

Arizona Corporation Commission, Utilities Division
Colorado Public Utilities Commission
Minnesota Public Utilities Commission
Oregon Public Utility Commission
Utah Public Service Commission
Washington Utilities and Transportation Commission

EXHIBIT JN-3

EXHIBIT JN-3

Qwest
Spirit of Service™
250 Bell Plaza, Rm 602
Salt Lake City, UT 84111

July 5, 2006

William D. Markert
Executive Vice President
Eschelon Telecom, Inc.
730 Second Avenue South, Suite 900
Minneapolis, MN 55402

Re: Eschelon accounts

Dear Mr. Markert:

Thank you for the payments made by Eschelon Telecom, Inc. ("Eschelon") in response to the letter from Valene Kipp of Qwest Corporation ("Qwest") dated May 25, 2006 ("Default Notice"). As we review Eschelon's accounts in light of the payments made, there are several issues that require immediate attention.

First, it appears that a substantial portion of the payments made by Eschelon in June (almost one million dollars) were made on behalf of Oregon Telecom. That, in combination with the fact that there remains a large discrepancy between our two companies concerning the amounts that each claims is in dispute, creates uncertainty around the status of Eschelon's accounts. According to Qwest's records, Eschelon accounts are over $600,000 in arrears and therefore, remain in default. However, we recognize that, at least in part, this understanding of Eschelon's account status may be caused by the large dispute discrepancy noted above. Therefore, without waiving any rights and without making any final determination as to whether Eschelon has cured the default identified in the Default Notice, Qwest will, for the time being, refrain from taking further collection action against Eschelon. However, this billing dispute discrepancy needs to be reconciled quickly. I have attached a spreadsheet detailing the disputes that Qwest believes are in pending status. We need you to respond, in detail, stating your agreement or disagreement with Qwest's position and further stating with specificity other billing disputes Eschelon claims remain open. We request that you respond by July 17, 2006 so that we may work jointly to reconcile and resolve this large backlog of pending disputes.

On a related matter, Eschelon has recently inquired about Qwest's process for applying billing adjustments. Qwest does not adjust accounts by issuing billing refunds to any carrier with a past due balance. Rather, in that situation, Qwest will apply any credits due and owing to past due balances. While Qwest will refrain from pursuing collection action against Eschelon so long as the issues discussed in the preceding paragraph are being addressed, Qwest is not willing to alter its billing adjustment process under these circumstances. Until Qwest can be reasonably certain that Eschelon's accounts are current, Qwest will not issue refunds but will apply billing credits to Eschelon's accounts when billing

adjustments are necessary. This is yet another reason why resolution of the pending billing disputes is imperative.

Finally, as an administrative matter, Qwest requests that you copy my department, at the address noted above, with the payment remittance sent to the payment center each month with your payments. Many customers do this and it is extremely helpful to us in tracking payments to allow us to more efficiently manage your accounts and, we hope, to avoid many disputes in the future. At a minimum, this should help us in the future to allocate payments between Eschelon and Oregon Telecom.

Thank you for your attention to these matters, we look forward to resolving these matters and working toward an improved relationship.

Sincerely,

Mary Dobesh

EXHIBIT 4

REDACTED

REDACTED

Q-5
REDACTED
115 pages

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF ESCHELON TELECOM OF ARIZONA, INC. **Complainant,** **vs** **QWEST CORPORATION** **Respondent.**	)	**DOCKET NO. T-03406A-06-0257** **T-01051B-06-0257** **AFFIDAVIT OF JEAN NOVAK**
STATE OF MINNESOTA **COUNTY OF ST. LOUIS**	) :	**SS**

Jean Novak, of lawful age being first duly sworn, deposes and states:

1. My name is Jean Novak. I am a Regional Service Director – Wholesale Markets for Qwest Services Corporation in Virginia, Minnesota. I have caused to be filed written direct testimony in Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

Jean Novak

Jean Novak

SUBSCRIBED AND SWORN to before me this 24th day of August, 2006.

MAUREEN R. KRSEAN
Notary Public-Minnesota
My Comm. Expires Jan. 31, 2010

Maureen Krsean

Notary Public

My Commission Expires: 1-31-2010

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF	)	DOCKET NO. T-03406A-06-0257
ESCHELON TELECOM OF ARIZONA, INC.	)	DOCKET NO. T-01051B-06-0257
AGAINST QWEST CORPORATION	)	

REBUTTAL TESTIMONY

OF

JEAN NOVAK

ON BEHALF OF

QWEST CORPORATION

FEBRUARY 13, 2007

Public Version

EXHIBIT
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admitted

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRSS.

A. My name is Jean Novak. My business address is 107 N. 15th Ave, Virginia, MN. I am currently employed by Qwest Services Corporation ("Qwest") as a Regional Service Director. I have been employed by Qwest for 21 years, and have been working in the telecommunications industry for 23 years. I hold a Certificate of Computer Programming from Globe Business College.

Q. ARE YOU THE SAME JEAN NOVAK THAT FILED DIRECT TESTIMONY ON AUGUST 28, 2006 IN THIS CASE?

A. Yes, I am.

II. PURPOSE OF TESTIMONY

Q. PLEASE STATE FOR THE COMMISSION YOUR REASON FOR FILING THIS TESTIMONY.

A. I am responding to the assertions on page 25 of Ms. Pamela Genung's Direct Testimony, which states:

> The customer's expedite order referenced in this complaint definitely falls under the conditions where the end-user is completely out of service (primary line). Due to the nature of the customer, the order could also be classified as a medical emergency.

These assertions are inaccurate. The DS1 Capable Loop order that Eschelon sought to expedite in March 2006 did not qualify as an emergency condition of any kind.

III. REBUTTAL OF STAFF WITNESS PAMELA GENUNG

Q. PLEASE DESCRIBE WHY THE ORDER REFERENCED IN THE COMPLAINT DID NOT CONCERN "CONDITIONS WHERE YOUR END-USER CUSTOMER IS COMPLETELY OUT OF SERVICE (PRIMARY LINE)".

A. One of the emergency conditions justifying an "Expedite Requiring Approval" for POTS services is "conditions where your end-user customer is completely out of service (primary line)." ***See Exhibit JN-R1***.

The customer referenced in Eschelon's Complaint did not satisfy this criterion under any circumstances. I have verified that the customer in question had several working lines to its location even after Eschelon disconnected the DS1 Capable Loop in error. As I explained in response to Eschelon Interrogatory No. 3-1:

> I . . . reviewed all the working services at the "named customer" address. I verified in the Qwest inventory system that the services were still active, verified the customer of record was Eschelon, and the addresses for the A and Z location and type of service. I then pulled the circuit history in CEMR and was able to determine the order number and date the service was installed. During this research, I verified that there was additional service working at the "named customer's" address and Eschelon was the customer of record.

See Confidential Exhibit JN-R2 Thus, it is erroneous to assert that the customer's primary line was completely out of service.

Q. PLEASE DESCRIBE WHY THE ORDER REFERENCED IN THE COMPLAINT DID NOT CONCERN A "MEDICAL EMERGENCY".

A. One of the emergency conditions justifying an "Expedite Requiring Approval" for POTS services is a "Medical Emergency." ***See Exhibit JN-R1***. As I stated above, in her Direct Testimony, Ms. Genung postulates that the request for an

expedite for the order at issue for the customer would have been justified as a medical emergency. But this customer could not have satisfied the medical emergency criterion either.

First of all, the purpose of the medical emergency criterion is to ensure the customer has 911 service. Here, as I explained in response to Eschelon Interrogatory No. 3-2, Qwest personnel interviewed the customer and learned that the customer had 911 service at all times, that the customer had distributed a memo about its existing 911 service, and that the customer had then used the 911 service when the DS1 Capable Loop was out of service:

> [Eschelon's disconnect in error occurred when] The "named customer" was in the process of disconnecting line "480-xxx-xxxx" based on an order from Tim Owen. However, instead of disconnecting the one line, Eschelon disconnected the "named customer" T-1 instead. Eschelon claimed an employee in training was the cause of the improper disconnect. The "named customer" complained to Eschelon. Eschelon eventually informed the "named customer" that the problem was due to an error by Eschelon.
>
> The "named customer" personnel explained that they have approximately 3000 clients and about one to two 911 calls per month. During the outage, the "named customer" distributed a memo identifying the additional phone lines on its campus where 911 calls could be made. During the time when service was out, the "named customer" has a client with heart distress. Based on the memo, one of the existing phone lines was used to make a 911 call, and everything worked out well.
>
> The "named customer" personnel also stated that they created a memo concerning the subject at the request of Eschelon. The "named customer" personnel stated that they knew Qwest was following procedures, but were never informed that Qwest's procedures would have allowed their original service to be restored by paying a $200 per day expedite fee. "Named customer" personnel stated this is a fact they would have liked to have known.

See Confidential Exhibit JN-R3 Thus, the customer at issue did not qualify for an expedite based on a medical emergency.

Second, in order for a CLEC to claim a medical emergency exists, the CLEC generally provides Qwest with a doctor's written verification of the condition. Eschelon did not forward valid verification to Qwest as part of the expedite request at issue here.

Q. MS. GENUNG SUGGESTS THAT THE REQUEST FOR AN EXPEDITE AT ISSUE HERE QUALIFIED AS A MEDICAL EMERGENCY "DUE TO THE NATURE OF THE CUSTOMER." DO YOU AGREE?

A. Ms. Genung seems to suggest that the customer at issue qualifies for a "medical emergency" expedite simply due to the nature of its business. Much of the customer's business is discussed in the attached exhibit, which comes directly from its web-page. ***See Confidential Exhibit JN-R4.*** Many of the services the customer provides are related to adult day-care and a work environment that allows adults "with developmental, physical and mental disabilities" to be productive. The work performed by this customer is certainly to be commended; however, even it recognizes that the need for 911 services is a rare situation. During Qwest's interview of the customer, the customer stated that it has one to two 911 calls per month for its 3000 customers. Published information from the ALI (911) database shows that a 911 call is received on about 3.7% of wireline access lines each month. When the DS1 Capable Loop is in place, the customer at issue has over 100 access lines at its center. Extrapolating these numbers, one would expect about four calls per month. Despite this, the customer actually had less than that. The data does not show that the customer at issue, just on the basis of the nature of its business, necessarily qualifies as a medical emergency for purposes of expediting an order. Indeed, during Qwest's interview of the customer, it did not claim to be a location justifying a medical emergency.

Q. IN LIGHT OF THESE FACTS, DOES QWEST AGREE WITH STAFF THAT QWEST SHOULD CREDIT ESCHELON THE $1800 EXPDITE FEE FOR THE NAMED CUSTOMER?

A. Absolutely not. Under the historic process, Eschelon would never have obtained an expedited due date for the customer at issue. Under the process in place at the time Eschelon submitted the order, every high capacity circuit (whether a DS1 Capable Loop or equivalent private line) was subject to a $200/day expedite fee. Qwest provisioned the ordered circuit 9 days earlier than the standard interval; as such, the Commission should order Eschelon to pay the $1800 fee.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, at this time..

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF	)	DOCKET NO. T-03406A-06-0257
ESCHELON TELECOM OF ARIZONA, INC.	)	DOCKET NO. T-01051B-06-0257
AGAINST QWEST CORPORATION	)	

EXHIBITS

OF

JEAN NOVAK

ON BEHALF OF

QWEST CORPORATION

FEBRUARY 13, 2006

Expedites and Escalations Overview – ~~V26.0~~V27.0

History Log (Link italicized text to: Replace Existing Download With Attached History Log)

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our Service Interval Guide (SIG) (Link italicized text to: http://www.qwest.com/wholesale/guides/sig/index.html) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

Expedites Requiring Approval
For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: http://www.qwest.com/wholesale/guides/sig/index.html) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required
For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required
For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services
For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

Approved Expedited Requests

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within

four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products, which require an amendment and may be expedited that will receive the appropriate Expedite Charge:

- UBL ~~all except 2w/4w analog~~
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- Port In/Port Within associated with any of the applicable designed products listed above
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (*IIS Only*)
- DPAs (multiple DPAs or FX, FCO) Trunk
- Port In/Port Within associated with any of the applicable designed products listed above

Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

Expedites Supporting Non-Qwest caused Restoral Requests

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:

- Restoral request Full, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
- Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
- Restoral Request, Restore original full service back to CLEC XXXX, Or
- Restoral Request, Restore original partial service back to CLEC XXXX, Or
- Restoral Request, Restore original F Loc service, full/partial back to old CLEC
- Restoral Request, Disc service, restore original Retail service, full/partial

- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.
- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified

13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	**AND**	**THEN**
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect • Follow expedite procedures

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	**AND**	**THEN**
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service • Old CLEC must follow expedite procedures • Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move • New CLEC must follow expedite procedures • New CLEC will issue Disconnect LSR if required based on order scenario and order completion • Old and new CLECs will coordinate their order activity • Contact your Qwest Service Manager if you require assistance with old CLEC contact

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	**AND**	**THEN**

Conversion, Migration and/or Move Service Order has Completed	You want full or partial restoral of previous service	• Contact the Wholesale ISC Call Center at 888 796-9087 • Open an Escalation ticket • Request a warm transfer to the CSIE Tier 1 support group • Place a verbal Restoral Request for Previous Retail Service, full or partial restoral • CSIE will advise you if a new LSR will need to be issued by you • If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
  Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
  Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
  Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President
  Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account

Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link italicized text to: http://www.qwest.com/wholesale/clecs/maintenance.html) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link italicized text to: http://www.qwest.com/wholesale/systems/heet.html) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process
Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link italicized text to: http://www.qwest.com/wholesale/systems/generalinfo.html)
Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link italicized text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link italicized text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

Qwest contact information is located in Wholesale Customer Contacts. (List italicized text to: http://www.qwest.com/wholesale/clecs/escalations.html)
Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	**Responsibility**	**Activity**	**Contacts**
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service	Respond to issues not	Service Manager

	Manager	resolved at Tier 2	(Link italicized text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

NOTE: The Interconnect Service Center (ISC) will not be available for transfers after 8:00 PM Mountain Time Monday through Friday and transfers will not be available on Saturday. Qwest's Service center is available to assist with your needs and, if additional assistance is required you will be transferred to the customer Service Inquiry and Education (CSIE) Center until 8:00 PM MTN Time Monday – Friday. If additional assistance is required after 8:00 PM or on Saturday, Qwest will coordinate a call back or provide additional assistance as needed.

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the Ordering Overview PCAT (Link italicized text to: http://www.qwest.com/wholesale/clecs/ordering.html).

- Access Service Requests (ASRs)

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

- Non ASR/LSRs

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: ~~July 18, 2005~~October 27, 2005

META Tags: Expedites; Escalations

Q-6
REDACTED
16 pages

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF ESCHELON TELECOM OF ARIZONA, INC. **Complainant,** **vs** **QWEST CORPORATION** **Respondent.**	)	**DOCKET NO. T-03406A-06-0257** **T-01051B-06-0257** **AFFIDAVIT OF JEAN NOVAK**
STATE OF MINNESOTA **COUNTY OF ST. LOUIS**	) :	**SS**

Jean Novak, of lawful age being first duly sworn, deposes and states:

1. My name is Jean Novak. I am Regional Service Director – Wholesale Markets for Qwest Services Corporation in Virginia, Minnesota. I have caused to be filed written rebuttal testimony in Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

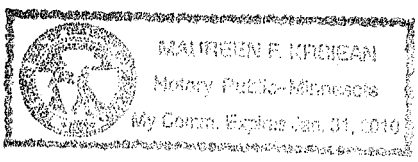
2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

Jean Novak

Jean Novak

SUBSCRIBED AND SWORN to before me this 12th day of February, 2007.



Maureen Krosean

Notary Public

My Commission Expires: 1-31-2010

BEFORE THE ARIZONA CORPORATION COMMISSION

EXHIBIT
Q-7
admitted

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
BARRY WONG
Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	DOCKET NO. T-03406A-06-0257 DOCKET NO. T-01051B-06-0257

DIRECT TESTIMONY

OF

TERESA K. MILLION

ON BEHALF OF

QWEST CORPORATION

AUGUST 28, 2006

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I. INTRODUCTION 1

II. COST BASED PRICING 2

III. THE EXPEDITED ORDER CHARGE 7

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST.

A. My name is Teresa K. Million. I am employed by Qwest Services Corporation, parent company of Qwest Corporation ("Qwest"), as a Staff Director in the Public Policy organization. In this position, I am responsible for directing the preparation of cost studies and representing Qwest's costs in a variety of regulatory proceedings. My business address is 1801 California St., Room 4700, Denver, Colorado.

Q. PLEASE DESCRIBE YOUR EDUCATION BACKGROUND AND EMPLOYMENT EXPERIENCE WITH QWEST.

A. I received a Juris Doctor from the University of Denver, College of Law in 1994 and am licensed to practice law in Colorado. I also have a Master of Business Administration from Creighton University and a degree in Animal Science from the University of Arizona.

I have more than 23 years experience in the telecommunications industry with an emphasis in tax and regulatory compliance. I began my career with Qwest (formerly Northwestern Bell Telephone Company and then U S WEST, Inc.) in 1983. Between 1983 and 1986, I administered Shared Network Facilities Agreements between Northwestern Bell and AT&T that emanated from the divestiture of the Bell System in 1984. I held a variety of positions within the U S WEST, Inc. tax department over the next ten years, including tax accounting, audit, and state and federal tax research and planning. In 1997, I assumed a position that had responsibility for affiliate transactions compliance, specifically compliance with section 272 of the Telecommunications Act of 1996 (the "Act"). 47 U.S.C. § 272. In September 1999, I began my current assignment as a cost

1 witness. In this position, I am responsible for managing cost issues, developing
2 cost methods and representing Qwest in proceedings before regulatory
3 commissions.

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

5 A. I have been called upon as a cost expert to explain why, as a premium service,
6 that Qwest is not required to provide competitive local exchange carriers
7 (CLECs) pursuant to the Telecommunications Act of 1996 (the Act), the fee
8 associated with expedited orders does not require Commission approval in a cost
9 docket nor is it required to be priced on a cost basis. Further, I discuss the
10 appropriate basis for the $200 per day Expedited Order Charge.

11 **II. COST BASED PRICING**

12 **Q. WHAT IS COST BASED PRICING?**

13 A. There are two common types of cost-based pricing utilized in the
14 telecommunications industry: total element long run incremental cost (TELRIC)
15 and total service long run incremental cost (TSLRIC). TELRIC is an economic
16 costing method that was established by the FCC as a result of the 1996 Telecom
17 Act for use in pricing the unbundled network elements (UNEs) that incumbent
18 local exchange carriers, such as Qwest, are required to provide to CLECs
19 pursuant to Section 251 of the Act. In the case of TELRIC, the ILEC estimates
20 the average cost (including direct, indirect, overhead and common costs) of
21 providing an unbundled element, such as a loop, to a CLEC and the resulting
22 cost is equivalent to the price of the element. TSLRIC is also an economic
23 costing method. However, instead of being equal to the price, it is typically used
24 to determine the *price floor* for retail and some wholesale telecommunications
25 services such as basic local exchange and private line services. In the case of
26 TSLRIC, the ILEC estimates the average direct and indirect cost of providing a

service to its customers. The purpose of TSLRIC is to determine a level of cost above which a given service or group of services is to be priced. The amount of contribution above TSLRIC that is assigned to any given service for purposes of recovering a portion of the ILEC's overhead and common costs varies depending on a number of factors including demand, competitiveness of the service, as well as the social and political pressures society places on the ILEC to provide the service. For example, basic local exchange services provided to residential customers have traditionally been priced only slightly above TSLRIC costs, while private line services provided to business customers are often priced well above TSLRIC and, thus, make a greater contribution to the overhead costs of the ILEC.

Q. WHY ISN'T TELRIC AN APPROPRIATE METHOD FOR DETERMINING THE PRICE FOR EXPEDITING AN ORDER FOR AN UNBUNDLED NETWORK ELEMENT SUCH AS A DS1 CAPABLE LOOP?

A. As I explained above, the application of TELRIC pricing is limited to Section 251 UNEs. The only pricing authority the Act confers upon state commissions is that set forth in Section 252(c)(2), which directs states to set prices *in the exercise of their Section 252 arbitration authority* for interconnection services and UNEs that ILECs provide under Sections 251(c)(2) and (c)(3). Section 252(c)(2) provides specifically that in exercising their arbitration authority, states shall determine "the just and reasonable rate for the interconnection of facilities and equipment for purposes of subsection [251(c)(2)] . . . [and] for network elements for purposes of subsection [251(c)(3)]."[1] As shown by this language, nothing in this section gives states pricing authority over superior services, such as expedited orders, that an ILEC is not required to provide; instead, the authority Congress granted in that section is plainly limited to elements and services that must be provided under Section 251(c). Nowhere in Section 251 is there a requirement for ILECs to

[1] 47 U.S.C. § 252(d)(1).

provide CLECs with superior service. Furthermore, when the FCC tried initially to interpret the Section 251(c)(3) requirement to provide nondiscriminatory access to UNEs as requiring ILECs to provide superior service, the Eighth Circuit struck this language down as violating the Act. It is important to note that that portion of the Eighth Circuit's decision was never disturbed by the United States Supreme Court.[2] In fact, the Florida Commission articulated this point clearly when it said:

> It is clear there is no obligation imposed or implied in Rule 51.311(b) that an incumbent render services to a CLEC superior in quality to those provided to a retail customer requesting similar services. So long as rates are identical for all requesting parties, CLEC and retail alike, parity exists in the provisioning structure for service expedites, and there is no conflict with Rule 51.311(b). We reiterate that current regulations do not compel an ILEC to provide CLECs with access superior in quality to that supplied to its own retail customers.[3]

Thus, because this Commission's authority to apply TELRIC pricing is limited to Section 251 services and elements under the Act, and the service of expediting orders is a superior service not required by Section 251, it would be inappropriate for the Commission to determine a TELRIC-based price for the Expedited Order charge.

Q. WHEN YOU SAY THAT THE COMMISSION'S TELRIC PRICING AUTHORITY IS LIMITED AREN'T YOU TRYING TO TAKE AWAY THE COMMISSION'S JURISDICTION OVER WHOLESALE RATES?

A. No. Clearly the Commission has pricing authority under the Act over Section 251 services and elements. Indeed, Qwest has participated in multiple cost dockets before this Commission where various Section 251 rates were set by the

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[2] *See e.g., Iowa Utilities Board v.* AT&T, 120 F.3d 753, 812-813 (8th Cir. 1997), *aff'd in part and rev'd in part*, 525 U.S. 366, 397 (1999).
[3] *In re Joint Petition by NewSouth et al.*, 2005 Fla. PUC LEXIS 634 *150, Order No. PSC-05-0975-FOF-TP (Fla. PSC Oct. 11, 2005).

Commission. These rates are the rates associated with Qwest's universal service order codes (USOCs), and are the rates charged by Qwest to CLECs in Arizona. Qwest is not trying to modify any of these rates. These rates are completely separate from the expedite charge at issue in this proceeding.

The FCC's list of Section 251 elements is generally limited to those elements and services that are necessary for a CLEC to be able to compete with the ILECs on an equal footing. In cases where the FCC has found that access to a specific element in the ILEC's network is not required, the ILEC is free to negotiate a non cost-based rate with the CLECs. For example, as a part of its Triennial Review Remand Order (TRRO), the FCC determined that the ILECs were no longer required to provide CLECs with access to unbundled switching or shared transport at TELRIC rates, effectively eliminating the Section 251 product that up until then had been referred to as UNE-P. As a result, Qwest negotiated commercial agreements with the CLECs and began offering a non-Section 251 product called Qwest Platform Plus (QPP) at a price that combined both TELRIC and non-TELRIC rates.

As discussed above, because the service of expediting an order is a superior service that allows a CLEC to circumvent the standard installation intervals provided for UNEs, which are already installed on shorter intervals than Qwest provides for its retail customers, it cannot be considered a Section 251 service. Further, the Commission has jurisdiction generally to determine whether Qwest's other rates, including its wholesale rates, are just and reasonable under the Arizona Price Cap Plan. In fact, the Expedite Order Charge that Qwest uses for its CLEC customers is the same rate, and is assessed under the same terms and conditions, as the charge for expedites that currently exists for both Qwest's retail and wholesale customers in Arizona. Thus, the Expedite Order Charge that exists in Qwest's tariffs, including the Access Service Price Cap Tariff and Price List, the Competitive Private Line Transport Services Price Cap Tariff, and the

Exchange and Network Services Price Cap Tariff (among others), has already been deemed to be just and reasonable by this Commission's acceptance of it in multiple tariffs under the same terms and conditions for Qwest's other customers who wish to leapfrog ahead of other customers with their installation requests.

Q. WHY ISN'T TSLRIC AN APPROPRIATE COST-BASED METHOD FOR DETERMINING THE PRICE FOR EXPEDITING AN ORDER?

A. The reason that TSLRIC cannot be used to "determine the price" for the Expedited Order Charge is that the purpose of TSLRIC is not to determine a price but, rather, to establish a price floor for a service. This means that as long as the service is priced at some level above its direct and indirect costs (i.e., its TSLRIC) then the purpose of TSLRIC has been met. In the case of the Expedited Order Charge, the way to establish the appropriate level above TSLRIC for pricing the service is for Qwest to determine the value of an expedite based on what the market will bear. Qwest went through that process when it sought, and received, Commission acceptance of $200 per day as the charge for expediting an order for its retail and wholesale customers in its tariffs.

Q. DID QWEST GENERATE A TSLRIC COST STUDY TO DETERMINE THE MINIMUM RATE THAT QWEST MUST CHARGE TO ENSURE THE SERVICE IS ABOVE COST?

A. Yes. Qwest determined that the minimum floor that it could charge for performing an expedite was $123.08. ***See Confidential Exhibit TM-1.*** Qwest opted to charge $200 per day for expedites, the exact same amount utilized by BellSouth to perform the exact same work.

customers, for a fee, every customer has the same ability as every other customer to decide for themselves how important it is to them to expedite their orders. Obviously, it would be impossible for Qwest to expedite every order. Thus, Qwest sets a price for obtaining superior service that guarantees that only those customers for whom the priority to expedite an order is very high will request the service.

Q. ARE THERE SIMILAR EXAMPLES IN EVERYONE'S COMMON EXPERIENCE THAT COULD HELP EXPLAIN THIS CONCEPT?

A. Yes. Take a concert, for example. Whether it is a rock concert, a symphony or a country and western concert, they all have one thing in common, concert-goers pay a premium for seats that are up front and closer to the stage than they do for seats that are in the back and farther away from the stage. And while it does not cost any more to produce a show for the people in the front row than it does to produce a show for the people in the last row, it is not unusual for the people in the front row to pay a ticket price that is two or three times higher than the price for back-row tickets. The reason some concert-goers are willing to pay the higher price is because they perceive enough value in being close to the stage to make it worth paying the premium fee. Other concert-goers are willing to sit farther away to pay a lower price. The same is true of expedite charges; some customers, including CLECs, are willing to pay a premium in order to receive what they perceive to be the superior service of shortening their installation interval and moving to the head of the line. Other CLECs are satisfied to accept the standard installation interval and forego paying the additional fee. Each CLEC makes the choice to pay the fee or not on the basis of the perceived value to their business to expedite orders. This is no different than the decision process that Qwest's retail and other wholesale customers go through when they determine whether or not to pay the $200 per day fee to expedite their installation orders.

Q. HAS ESCHELON PROPOSED A COST-BASED RATE FOR THE EXPEDITE ORDER CHARGE?

A. No. Eschelon is currently involved in arbitration proceedings with Qwest in both Minnesota and Washington, and while its witness in this proceeding argues that TELRIC rates should apply for expedites, in those states, Eschelon is seeking a $100 per day expedite charge. The charge proposed by Eschelon in those proceedings is not supported by any sort of cost-based study, TELRIC or otherwise, and is merely an arbitrary amount. Thus, it would appear that in spite of testimony to the contrary, Eschelon is not truly interested in establishing a cost-based rate, but instead is looking for a way to advantage itself and its customers over Qwest and Qwest's retail and other wholesale customers.

III. THE EXPEDITED ORDER CHARGE

Q. WHAT IS THE APPROPRIATE BASIS FOR THE $200 EXPEDITED ORDER CHARGE?

A. The fee for an expedited order is payment to Qwest for the value of a premium or superior service that it provides to the CLECs and its retail and other wholesale customers, alike. It is not based on cost, although Qwest incurs costs to process a request for an expedited order, as well as time and resources to work the order into an existing provisioning schedule, coordinate activities among the several Qwest departments that are involved in the installation process, and communicate with the customer regarding the status of the order. However, the value of an expedited order is the intangible benefit of a superior service provided to the customer by Qwest, i.e. the ability to go to the head of the line and leapfrog over the other customers whose orders are already in queue. If Qwest did not charge its customers for the value they receive in going to the head of the line, it would be unfairly advantaging those customers to the detriment of other customers. By making expedites available to all of its

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

Q-7
REDACTED
9 pages

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF ESCHELON TELECOM OF ARIZONA, INC.	)	
Complainant,	)	**DOCKET NO. T-03406A-06-0257**
vs	)	**T-01051B-06-0257**
QWEST CORPORATION	)	
Respondent.	)	
	)	**AFFIDAVIT OF TERESA K. MILLION**
STATE OF COLORADO	) :	**SS**
COUNTY OF DENVER	)	

Teresa K. Million, of lawful age being first duly sworn, deposes and states:

1. My name is Teresa K. Million. I am a Staff Director – Public Policy for Qwest Services Corporation in Denver, Colorado. I have caused to be filed written direct testimony in Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

Teresa K. Million

Teresa K. Million

SUBSCRIBED AND SWORN to before me this 24th day of August, 2006.

Catherine I. Hansen

Notary Public

My Commission Expires:

CATHERINE I. HANSEN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires July 25, 2008

EXHIBIT
Q-8
admitted

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	DOCKET NO.	T-03406A-06-0257 T-01051B-06-0257

REBUTTAL TESTIMONY

OF

TERESA K. MILLION

ON BEHALF OF

QWEST CORPORATION

FEBRUARY 13, 2007

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST.

A. My name is Teresa K. Million. I am employed by Qwest Services Corporation, parent company of Qwest Corporation ("Qwest"), as a Staff Director in the Public Policy organization. In this position, I am responsible for directing the preparation of cost studies and representing Qwest's costs in a variety of regulatory proceedings. My business address is 1801 California St., Room 4700, Denver, Colorado.

Q. ARE YOU THE SAME TERESA MILLION WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes, I am.

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to comment on the direct testimony of Staff witness, Pamela Genung, and explain why Qwest is not required to seek Commission approval of the fee associated with expedited orders in a cost docket nor is the fee required to be priced on a cost basis. Further, I discuss the appropriate basis for the $200 per day Expedited Order Charge.

III. RESPONSE TO MS. GENUNG

Q. PLEASE SUMMARIZE THE DISCUSSION AND POINTS CONTAINED IN MS. GENUNG'S DIRECT TESTIMONY.

A. Ms. Genung's testimony begins by providing a detailed chronology and description of the situation that led to the filing of this complaint by Eschelon. She then discusses her understanding of the Qwest-Eschelon Interconnection Agreement, the Change Management Process (CMP), and the relationship between the two. Ms. Genung goes on to discuss the relationship between the CMP and Qwest's Product Catalog (PCAT) and provides an analysis of the issues, her conclusion and recommendations.

Q. IS THERE ANYWHERE IN MS. GENUNG'S TESTIMONY WHERE SHE DISCUSSES COST PRINCIPLES, THE FCC'S TELRIC COSTING RULES OR THE APPLICABILITY OF THOSE RULES TO THE EXPEDITE ORDER CHARGE?

A. No. That is why I find her recommendation that the "...rate(s) for expedites be considered as part of the next cost docket"[1] so curious. Without any discussion of the costing and pricing rules, without even mentioning the parties' positions on the applicability of those rules and without any justification for her conclusion, Ms. Genung simply recommends that the expedite charge be examined in a wholesale cost docket. So without providing any grounds for such a conclusion,

[1] Genung Direct testimony, pg. 40.

Ms. Genung has evidently decided that the expedite charge is not only subject to this Commission's jurisdiction under Section 251, but that it is also subject to the FCC's TELRIC rules.

Q. WHY ISN'T A COST DOCKET THE APPROPRIATE PLACE FOR DETERMINING THE PRICE FOR EXPEDITING AN ORDER FOR AN UNBUNDLED NETWORK ELEMENT?

A. As I explained in my direct testimony, the application of TELRIC pricing is limited to Section 251 UNEs. The only pricing authority the Act confers upon state commissions is that set forth in Section 252(c)(2), which directs states to set prices *in the exercise of their Section 252 arbitration authority* for interconnection services and UNEs that ILECs provide under Sections 251(c)(2) and (c)(3). Section 252(c)(2) provides specifically that in exercising their arbitration authority states shall determine "the just and reasonable rate for the interconnection of facilities and equipment for purposes of subsection [251(c)(2)] . . . [and] for network elements for purposes of subsection [251(c)(3)]."[2] As shown by this language, nothing in this section gives states pricing authority over superior services. In fact, nowhere in Section 251 is there a requirement for ILECs to provide CLECs with superior service. Both Ms. Albersheim and I provided significant discussion in our direct testimonies about why expedited orders should be considered superior services. Furthermore, when the FCC tried

[2] 47 U.S.C. § 252(d)(1).

initially to interpret the Section 251(c)(3) requirement to provide nondiscriminatory access to UNEs as requiring ILECs to provide superior service the Eighth Circuit struck this language down as violating the Act. As I pointed out in my direct testimony, that portion of the Eighth Circuit's decision was never disturbed by the United States Supreme Court.[3] In fact, the Florida Commission articulated this point clearly when it said:

> It is clear there is no obligation imposed or implied in Rule 51.311(b) that an incumbent render services to a CLEC superior in quality to those provided to a retail customer requesting similar services. So long as rates are identical for all requesting parties, CLEC and retail alike, parity exists in the provisioning structure for service expedites, and there is no conflict with Rule 51.311(b). We reiterate that current regulations do not compel an ILEC to provide CLECs with access superior in quality to that supplied to its own retail customers.[4]

Thus, because the Commission's authority to apply TELRIC pricing is limited to Section 251 services and elements under the Act, and the service of expediting orders is a superior service not required by Section 251, it is inappropriate for Ms. Genung to conclude that the rate for the expedite charge should be determined in a cost docket, just as it would be inappropriate for this Commission to determine a TELRIC-based price for the Expedited Order charge.

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[3] *See e.g., Iowa Utilities Board v.* AT&T, 120 F.3d 753, 812-813 (8th Cir. 1997), *aff'd in part and rev'd in part*, 525 U.S. 366, 397 (1999).
[4] *In re Joint Petition by NewSouth et al.*, 2005 Fla. PUC LEXIS 634 *150, Order No. PSC-05-0975-FOF-TP (Fla. PSC Oct. 11, 2005).

Q. WHY DO YOU BELIEVE THAT TELRIC PRICING DOES NOT APPLY TO EXPEDITED ORDERS?

The FCC's list of Section 251 elements is generally limited to those elements and services that are necessary for a CLEC to be able to compete with the ILECs on an equal footing. In cases where the FCC has found that access to a specific element in the ILEC's network is not required, the ILEC is free to negotiate a *non* cost-based rate with the CLECs. In my direct testimony I provided as an example certain of the elements affected by the FCC's Triennial Review Remand Order (TRRO). In the TRRO the FCC determined that the ILECs were no longer required to provide CLECs with access to unbundled switching or shared transport at TELRIC rates, effectively eliminating the Section 251 product that up until then had been referred to as UNE-P. As a result, Qwest negotiated commercial agreements with the CLECs and began offering a non-Section 251 product called Qwest Platform Plus (QPP) at a price that combined both TELRIC and non-TELRIC rates.

In this case, the service of expediting an order is a superior service because it allows a CLEC to circumvent the standard installation intervals provided for UNEs. Despite the fact that her testimony does not discuss this aspect of expedites, Ms. Genung *does* point out that "there is no retail analog for expedites of the installation of unbundled loops."[5] This is because UNEs are *already*

[5] Genung Direct testimony, pg. 32.

installed on shorter intervals than Qwest provides for its retail customers, therefore, the expediting of UNE orders cannot be considered a Section 251 service. However, the Commission does have jurisdiction generally to determine whether Qwest's other rates, including its wholesale rates, are just and reasonable under the Arizona Price Cap Plan. In fact, the Expedite Order Charge that Qwest uses for its CLEC customers is the same rate and is assessed under the same terms and conditions, as the charge for expedites that currently exists for both Qwest's retail and wholesale customers in Arizona. Ms. Genung acknowledges on page 26 of her direct testimony that allowing Qwest to charge the $200 per day expedite fee and change the expedite process for CLECs would "be in parity with the rest of Qwest's customer base who order services that follow the designed services flow." The Expedite Order Charge that exists in Qwest's tariffs, including the Access Service Price Cap Tariff and Price List, the Competitive Private Line Transport Services Price Cap Tariff, and the Exchange and Network Services Price Cap Tariff (among others), has already been deemed to be just and reasonable by this Commission's acceptance of it in multiple tariffs under the same terms and conditions for Qwest's other customers. Thus Qwest believes that the Commission has already established the appropriate standard for treating expedited orders for *all* of Qwest's customers, including its CLEC customers and that TELRIC pricing does not apply.

1 **Q. WHAT IS THE APPROPRIATE BASIS FOR THE $200 EXPEDITED ORDER**
2 **CHARGE?**

3 A. The fee for an expedited order is payment to Qwest for the value of a premium or
4 superior service that it provides to the CLECs and its retail and other wholesale
5 customers, alike. It is not based on cost although Qwest incurs costs to process
6 a request for an expedited order, as well as time and resources to work the order
7 into an existing provisioning schedule, coordinate activities among the several
8 Qwest departments that are involved in the installation process, and
9 communicate with the customer regarding the status of the order. However, the
10 value of an expedited order is the intangible benefit of a superior service
11 provided to the customer by Qwest, i.e. the ability to go to the head of the line
12 and leapfrog over the other customers whose orders are already in queue. If
13 Qwest did not charge its customers for the value they receive in going to the
14 head of the line, it would be unfairly advantaging those customers to the
15 detriment of other customers. By making expedites available to all of its
16 customers, for a fee, every customer has the same ability as every other
17 customer to decide for themselves how important it is to them to expedite their
18 orders. Obviously, it would be physically **impossible** for Qwest to expedite every
19 order. Thus, Qwest sets a price for obtaining superior service that guarantees
20 that only those customers for whom the priority to expedite an order is very high
21 will request the service.

1 **Q. DID YOU PROVIDE AN EXAMPLE IN YOUR DIRECT TESTIMONY THAT**
2 **HELPED TO EXPLAIN THIS CONCEPT?**

3 A. Yes. In my direct testimony I provided the example of ticket prices for concerts to
4 explain the concept. I explained that concerts all have one thing in common;
5 concert-goers pay a premium for seats that are up front and closer to the stage
6 that is higher than what they pay for seats that are in the back and farther away
7 from the stage. This is because, just as in the case of expedited orders, seats
8 that are in the front are more valuable than seats in the back of the concert hall.
9 And, just like expedites, it would be physically impossible to allow all of the
10 concert-goers to sit up front, therefore, ticket prices are differentiated so that
11 front-row tickets are priced at a significant premium and seats at the back of the
12 concert hall are typically referred to as the "cheap seats." Yet, it does not cost
13 any more to produce a show for the people in the front row than it does to
14 produce a show for the people in the last row. Still, some concert-goers are
15 willing to pay the higher price because they perceive enough value in being close
16 to the stage to make it worth paying the premium fee. Other concert-goers are
17 willing to sit farther away to pay a lower price. The same is true of expedite
18 charges; some customers, including CLECs, are willing to pay a premium in
19 order to receive what they perceive to be the superior service of shortening their
20 installation interval and moving to the head of the line. Other CLECs are
21 satisfied to accept the standard installation interval and forego paying the
22 additional fee. Each CLEC makes the choice to pay the fee or not on the basis

of the perceived value to their business to expedite orders. This is no different than the decision process that Qwest's retail and other wholesale customers go through when they determine whether or not to pay the $200 per day fee to expedite their installation orders.

Q. WHAT CONCLUSION SHOULD THE COMMISSION DRAW FROM YOUR TESTIMONY?

A. Unlike Ms. Genung, my testimony provides discussion of the FCC's pricing requirements as well as facts and sound reasoning for concluding that those requirements do not apply to the rates for expediting orders. Ms. Genung's testimony, on the other hand, provides no discussion whatsoever of pricing requirements or how to consider them in the context of the Expedite Order Charge. In fact, without any analysis at all she simply recommends at the end of her testimony that the expedite charges be considered as part of the next cost docket. This conclusion is inappropriate, not supported, and should be disregarded by the Commission. Qwest has provided evidence that shows, contrary to Ms. Genung's recommendation, that there is no basis for pricing expedites for CLECs at TELRIC when a tariff has already been established for that purpose.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF ESCHELON TELECOM OF ARIZONA, INC. Complainant, vs QWEST CORPORATION Respondent.	)	DOCKET NO. T-03406A-06-0257 T-01051B-06-0257 AFFIDAVIT OF TERESA K. MILLION
STATE OF COLORADO COUNTY OF DENVER	) :	SS

Teresa K. Million, of lawful age being first duly sworn, deposes and states:

1. My name is Teresa K. Million. I am a Staff Director – Public Policy for Qwest Services Corporation in Denver, Colorado. I have caused to be filed written rebuttal testimony in Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

Teresa K. Million

Teresa K. Million

SUBSCRIBED AND SWORN to before me this 12th day of February, 2007.

Catherine I. Hansen

Notary Public

My Commission Expires: _____

CATHERINE I. HANSEN NOTARY PUBLIC STATE OF COLORADO

My Commission Expires July 25, 2008

EXHIBIT
Q-20
admitted

Resources

Change Management Process (CMP)

Open Product/Process CR PC122801-1 Detail

Title: Qwest to document, distribute and train an adhered to process to unlock numbers for 911.

CR Number	Current Status Date	Area Impacted	Products Impacted
PC122801-1	Completed 4/17/2002	Ordering	911, LNP

Originator: Stichter, Kathy

Originator Company Name: Eschelon

Owner: Dubose, Lorna

Director: Smith, Aaron

CR PM: Martin, Ric

Description Of Change

When a number moves from Qwest to Eschelon, Eschelon sends a migration notice to Qwest's 911 data base administrator, Intrado. Intrado migrates the number from Qwest to Eschelon and then applies the new record. However, before Intrado can apply Eschelon's new record, Qwest must first unlock the number in the Intrado 911 data base. When Qwest fails to unlock the number, Intrado sends an error message 755, to Eschelon stating that Qwest has not unlocked the number and they can n apply the new record. Intrado will attempt to apply the new record each day for 14 days and will send the error message 755, to Eschelon each da unless Qwest unlocks the number. At the end of the 14 days, Intrado stop its attempts to apply the new record and sends an error message 760. Th is time consumming for Eschelon to continually check the error messages. It is also time consumming if Eschelon has to resend the migration notice, which occurs if Qwest fails to unlock the number within the first 14 days from when Eschelon sent the first notice to Intrado. Another potentially dangerous problem could occur if Qwest fails to unlock the number and th new record is not applied. If the customer moves during the conversion, the 911 data base will have the incorrect information, which could cause an emergency vehicle dispatched to the incorrect location.

Eschelon asks Qwest to document, distribute and train an adhered to process to unlock numbers from the 911 data base so Intrado can apply the new records sent to them by Eschelon. If a current process exists, Eschelon asks to see the process and asks Qwest to improve the process ensure adherence to the process.

Status History

Date	Action	Description
12/28/2001		CR Submitted by Eschelon.
12/28/2001		CR acknowledged by P/P CMP Manager.

1/3/2002	Eschelon contacted to coordinate available times for clarification call.
1/9/2002	Clarification Meeting conducted with Eschelon.
1/11/2002	Issued Clarification Meeting Minutes to Eschelon.
2/20/2002	CMP Meeting - CLEC Community Clarification held. It was agreed that the CR would move to Evaluation. Meeting discussions will be set forth in the Product/Process Draft Meeting Minutes contained in the Product/Process CMP Meeting Distribution Package 03/20/02.
3/6/2002	Issued Qwest's Draft Response dated March 6, 2002 to Eschelon.
3/20/2002	CMP Meeting - Qwest presented its Draft Response dated March 6, 2002. It was agreed that the CR coul move to CLEC Test.
3/29/2002	Formal response dated March 6, 2002 issued to CLECs. Notification CMPR.03.29.02.F.01246.Final_CR_Response.
4/17/2002	CMP Meeting - It was agreed that the CR could be closed.

Project Meetings

CLEC Change Request Clarification Meeting

Date: January 9, 2002, 12:00 (MT) Place: Conference Call Location: 877-564-8688 Subject: PC122801-1, Qwest to document, distribute and train an adhered to process to unlock numbers for 911

Attendees: Ric Martin, Qwest Lorna Dubose, Qwest Joan Wells, Qwest Kathy Stichter, Eschelon Amanda Owens, Eschelon

Introduction of Attendees Introduction of the participants on the Conference Call were made and the purpose of the call discussed

Review Requested (Description of) Change Eschelon reviewed the requirements of their CR. Lorna asked if Eschelon had any performance measurements on the percentage of 755 Errors and 760 Cancellations the were getting. Eschelon advised that they didn't have any measurements. Amanda indicated that they would only receive one 755 Error message an it would remain until the number was unlocked or it went to 760. They do not get continuous 755 Error messages for the same number. Amanda indicated that they started with many error messages from 2 years ago. They have reduced that number. She has been working with Qwest'' 911 database manager and that has worked a little. She indicated that she ha a recent e-mail from Intrado including a new 760 report. Amanda will sen report to Lorna Dubose. The report indicated that there were other carrier on the report other than Qwest. The group was unsure who was responsible for the other carriers. Qwest will look into this. Joan indicated that Qwest had a recent clarification call on the process and indicated that it was working for the other CLECs. She explained that per commission ruling, Qwest is required to hold the order until 11:59 the next business day. Amanda indicated that they send their records to Intrado 2 days before the Due Date. This would explain why Eschelon would receive 755 Error notices, which would remain for 4 days. Eschelon stated that they understood that Intrado issued the database, but they thought Qwest owned the database. Qwest will advise if they own the 911 database and

what the control is. Joan advised that there is a current 911 process on th PCAT. There is a 911 LNP link in the process. Amanda indicated that she had the process. Kathy will review the process and advise whether they understand the requirements. Qwest will look into their action items and check with their 911 database manager on the process of the 911 database management. Eschelon will review the process.

Confirm Areas & Products Impacted The products listed on the CR referenced 911. Qwest advised that this was primarily LNP. Qwest will update the CMP database. . Confirm Right Personnel Involved Qwest had the appropriate SMEs involved. It was confirmed that Lorna Dubose woulc be the owner with Joan's support.

Identify/Confirm CLEC's Expectation Qwest confirmed that there was a process. Eschelon is to review and comment Qwest and Eschelon are to collectively review why the 760 numbers are not getting unlocked.

Identify any Dependent Systems Change Requests There is no corresponding System CR

Establish Action Plan (Resolution Time Frame) Qwest and Eschelon to review their action items and get back to discuss findings.

QWEST Response

March 6, 2002

Eschelon Communications Kathleen Stichler ILEC Relations Manager

SUBJECT: Qwest's Change Request Response - CR # PC122801-1 Qwest Process to Unlock E911 Records

This letter is in response to your Change Request PC122801-1 requesting that Qwest document, distribute and train an adhered to process to unlocl numbers for E911.

Eschelon and Qwest conducted a clarification meeting to review Qwest's current process for unlocking E911 records. During this meeting, Qwest shared with Eschelon that the migrate unlock record should be issued to Intrado, on the customer due date, once the migrate as been completed a NPAC. If the migrate record is issued prior to the customer due date, a 75 or 760 error will be generated.

In addition to Qwest's existing process, effective, February 25, 2002, Qwest moved forward with implementing the new NENA recommendation: These recommendations require the old provider to unlock the E911 recor once a validation has been completed with the NPAC. Therefore, when the CLEC sends the migration record to Intrado, on the customer due date, th NPAC activation should be complete also. Qwest will perform a validation to the NPAC and unlock the customer record once the CLEC migration record is received at Intrado. Intrado will distribute a report to the CLEC identifying any discrepancies.

The E911 Product Catalog has been updated to reflect this enhancement, as well as the appropriate personnel trained.

Again, thank you for partnering with Qwest.

Sincerely,

Lorna Dubose LNP Product Manager Qwest

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Information Current as of 8/27/2007

EXHIBIT
Q-21
admitted

Resources

Change Management Process (CMP)

Open Product/Process CR PC081403-2 Detail

Title: Workback process/products expanded to include additional products and allow partial workbacks. Qwest will post the process and products included in the Business Procedure section of the web site.

CR Number	Current Status Date	Area Impacted	Products Impacted
PC081403-2	Completed 8/18/2004		Products to be defined through a collaborative effort including Qwest and the CLEC Community

Originator: Johnson, Bonnie

Originator Company Name: Eschelon

Owner: Wells, Joan

Director: Bliss, Susan

CR PM: Harlan, Cindy

Description Of Change

Qwest should expand the current work back process to include additional products and partial workbacks. Qwest currently allows workbacks for onl LNP (Local number portability) orders and requires the entire LSR to be worked back. CLECs sometimes have a need to request a workback on on a portion of an LSR or for products outside of the current products this process applies to (LNP). The current Qwest documentation for the workback process is located in the Qwest LNP PCAT (titled end user out of service) and does not define that a CLEC is required to do the workback o an entire LSR. Qwest documentation should not leave this to interpretation. Qwest should provide clear documentation of the entire process in the Business Procedure section of the web site. This should include a detailed process and the products the workback process applies to.

Expected Deliverable:

Qwest will develop, document and train an expanded "workback" process to include additional products and partial workbacks. Qwest should allow the CLEC to do workbacks on partial LSRs and include additional products Qwest should post this as a "process" under the business procedure sectic of the Qwest Wholesale web site.

Status History

Date	Action	Description
8/14/2003		CR Submitted
8/15/2003		CR Acknowledged

8/19/2003	LWTC for Bonnie regarding Clarification meeting date
8/26/2003	Held Clarification Meeting
9/17/2003	Sep CMP meeting minutes will be posted to the database
10/8/2003	Sent response to CLEC
10/15/2003	Oct CMP meeting minutes will be posted to the project meeting section
11/19/2003	Nov CMP meeting minutes will be posted to the database
12/17/2003	Dec CMP meeting minutes will be posted to the database
1/2/2004	Notification distributed to review draft process on 1/12/03
1/8/2003	PROD.01.08.04.F.01226.LNP_V25
1/12/2003	Held CLEC ad hoc meeting to review draft process
1/21/2003	Jan CMP meeting minutes will be posted to the database
2/18/2004	Feb CMP Meeting notes will be posted to the project meeting section
3/17/2004	March CMP meeting notes will be posted to the project meeting section
4/6/2004	Sent Ad Hoc meeting notification for CLEC meeting o 4-16
4/21/2004	April CMP meeting notes will be posted to the project meeting section
5/18/2004	PROS.05.18.04.F.01688.ExpeditesV9
5/19/2004	May CMP Meeting notes will be posted to the project meeting section
6/16/2004	June CMP Meeting notes will be posted to the project meeting section
7/21/2004	July CMP Meeting notes will be posted to the project meeting section
8/16/2004	August CMP meeting mintues will be posted to the database

Project Meetings

8/16/04 CMP Meeting Mintues Cindy Macy - Qwest advised that the PCAT was implemented and effective June 29. Cindy asked if we could close this CR. Kim Isaacs - Eschelon advised it is okay to close the CR. This CR will move to Completed Status.

July 21, 2004 CMP Meeting notes: Cindy Macy -Qwest advised that this C was effective June 29. Qwest will move this CR to CLEC Test status.

June 16, 2004 CMP Meeting notes: Jill Martain - Qwest advised that comments were received and responded to for this CR. This CR will be effective June 29. The CLECs agreed to move this CR to CLEC Test on Jun 29. Bonnie Johnson - Eschelon advised that she would prefer for Qwest tc be consistent and move things to CLEC test after the effective date, but not before. While reviewing the Change Management Process document

section 5.8, Qwest believes that the work needs to be completed for each status type (i.e. CLEC Test) before the status is changed. Status should only be changed upon agreement in the Monthly Meeting. This CR will remain in Development Status. This CR would move to CLEC Test in July a the effective date is June 29.

May 19, 2004 CMP Meeting notes: Jill Martain – Qwest advised that the documentation for this CR was released on May 18 and should be implemented July 2. This CR will remain in Development Status.

April 21, 2004 CMP Meeting notes: Jill Martain – Qwest provided status or this CR for Joan Wells. Jill advised that Qwest held another adhoc meetinc with the CLECs. We will update the PCAT with additional information that will clarify the process. We also discussed and documented how Workback for other products should follow the Expedite process. This documentatior should be updated by the end of the month. Bonnie Johnson – Eschelon advised that this topic covers such a broad scope, that it makes sense for it to be in the Expedite and Escalation process. Bonnie confirmed that Qwest will tell the CLECs what to do on a case by case basis, but because it is documented then Qwest will know there is a process to follow. Bonnie said Eschelon submitted this CR because during an escalation Qwest told Eschelon that Qwest did not do workbacks. Bonnie said after Qwest documents the process Qwest employees will know that a process exists. This CR will remain in Development Status.

CLEC Ad Hoc Meeting PC081403-2 Work Back Process CR April 16, 2004

In attendance: Jennifer Fischer - Qwest Communications Bonnie Johnson Eschelon Kim Isaacs – Eschelon Jill Martain - Qwest Communications Kath Rein - Qwest Communications Stephanie Prull – Eschelon Pete Budner - Qwest Communications Chris Quinn-Struck Qwest Communications Julie Picker – US Link Joan Wells - Qwest Communications Cindy Macy - Qwest Communications

Cindy Macy – Qwest took attendance and explained the purpose of the ca was to review the changes that had been made so far as a result of this CR, and the proposed changes needed to close the CR.

Joan Wells - Qwest Communications explained that she updated the PCAT and there were concerns with the updates that were made. Joan clarified the updates and verified that there were not process changes as a result (the updates, except to add the language around full and partial workback: Bonnie Johnson – Eschelon agreed and confirmed that it was a misunderstanding regarding when the escalation process was being used.

Joan Wells advised that Qwest will use existing expedite processes for the expansion to other products with additional language added.. And that thi information will be included in the existing Escalation and Expedites PCAT Joan advised Wholesale will handle the customer requests; they will not b referred to Retail. Bonnie Johnson – Eschelon advised she was happy abo this. Joan advised the method of restoral is ICB, based on the actual situation, and the Customer Service group will advise the CLEC how to proceed with restoral and whether an LSR is needed.

Bonnie Johnson – Eschelon wanted to make sure that there will be enougl level of detail for the centers to determine what course of action is neede to restore the service. Joan advised yes. Bonnie asked about the 24 hour restriction. Joan confirmed it is a 24 hour, not 24 business hour timeframe

Bonnie advised she is okay with updating the process if the documentatio provides enough level of detail for the centers to take action. Joan agreed and advised she is planning on getting the documentation released soon. The plan would be to move this CR to CLEC Test in May, and close in June

March 17, 2004 CMP Meeting notes: Bonnie Johnson - Eschelon advised that she is concerned that Qwest has stated that we can not workback a customer if the port has taken place. If this is the case, then Qwest has changed the process as we currently do this today. Joan Wells - Qwest advised that we did not change anything in the PCAT regarding this. What was changed is that we added that you can now request a full and partial workback. No other language was changed and it has been this way for th past two years. Bonnie Johnson - Eschelon asked if Qwest is aware that workbacks are occurring even when the port has been completed. Joan Wells - said it could be possible that this happens, but it is not in the process. Ervin Rae - ATT advised they average 50-60 a day, after the subscription has been completed. Joan Wells - Qwest advised we average 50 workbacks a month total. Bonnie Johnson asked is it possible there is another piece that we are missing. Joan Wells advised that we don't disconnect the customer until 2 days after the due date, at 11:59 the nex business day. We already pull these from the completion workload and give extra time. Qwest is not sure if we are in a position to workback customers for no charge, after the port has taken place, as at least 2+ days have already gone by. Bonnie Johnson asked why does Qwest hold the account if they are not willing to do a workback? Bonnie asked if Qwe can still do this on the subscription piece? Joan advised that Qwest will have the ability to do this by canceling the subscription and order. The opportunity is there but we shouldn't do this without a charge. Joan confirmed that the process was not changed, our response was to document full and partial workbacks. If further documentation is needed i would be outside the scope if this CR. Ervin Rae - ATT advised this needs to be expanded to include all products. Joan Wells advised this piece is sti being worked on and is under development. Jill Martain - Qwest advised that the Covad CR PC021904-1 Enhancements to Expedite Process is similar to this request, and she will try to work the issue on that CR also. Bonnie advised that she needs to take this back and talk to additional people in her organization. Bonnie confirmed that Qwest's position is that we do not do a workback after the port has been complete. When this occurs it is using the escalation process. Maybe Qwest needs to update th PCAT to include the escalate process if workbacks are needed after the service order has completed. Joan Wells said that volume is low. Bonnie Johnson will check with her team and get back to us. This CR will remain i Development Status.

February 18, 2004 CMP Meeting Cindy Macy - Qwest provided status for Joan Wells. The first part of this process was published and implemented. Joan is working on the process for the additional products. Joan is workin with Retail to identify impacts. This CR will remain in Development Status

January 21, 2004 CMP Meeting Cindy Macy - Qwest advised that Joan Wells - Qwest held an ad hoc meeting on January 12 and reviewed the draft process. Joan took some points to incorporate into the process and review. The documentation is in progress. This CR will remain in Development Status.

Ad-hoc Meeting 1:00 p.m. (MDT) / Monday January 12, 2004

1-877-552-8688 7146042 PC 081403-2

Attended Conference Call Name/Company: Carla Pardee, AT&T Donna

Osborn-Miller, AT&T Cheryl Miller, AT&T Andrea Niles, AT&T David Bellinger, AT&T Joyce Perry, AT&T Bonnie Johnson, Eschelon Kim Isaacs, Eschelon Kim Sutton, Cox Communication Carol Roland, Cox Communication Carla Cox, 180 Communication Janet Harper, 180 Communication Joan Wells, Qwest Susie Wells, Qwest Terri Kilker, Qwest Linda Harmon, Qwest

Meeting Agenda: Action 1.0 Introduction of Attendees Introduction of participants on the conference call was made and the purpose of the call discussed. 2.0 Review Requested (Description of) Change Joan Wells, Qwest reviewed the Draft Proposal process and scenarios. This is for Part Workback Expansion Proposal to include additional products.

The following were questions or clarifications made during the meeting:

David Bellinger, AT&T asked what the intervals would be for getting the customer back in service. Joan said she would have to check but in any case they would mirror the existing timeframes.

Joan verified that this process is to cover when orders have completed an has nothing to do with LNP or number portability in general.

Cheryl Peterson, AT&T asked what time orders are completed. Joan answered that it often depends on the type of order.

Kim Isaacs, Eschelon ask if process steps 6-10 is for when the account is UNE-P with another CLEC. Joan answered yes and that she will clarify in document.

Bonnie Johnson, Eschelon asked if Restriction 4 was also the practice in Retail as well. Joan said yes that there are no parity issues.

Bonnie commented that process steps 11 through 13 are where most of these cases fall and customers are impacted. She stated the purpose of tl CR was to have a different process from going through the Retail front door since the area between Wholesale and Retail is often painful to the customer and CLEC. Bonnie is not asking that Retail not be involved but t have a process where someone knowledgeable handles the situation and where the customer or CLEC does not have to start at the Retail front doo Joan stated that Wholesale couldn't handle Retail involvement she agreed to look into what could be done. Bonnie said if we could get resolution to the front door issue that she is fine with the process. AT&T and 180 Communication agreed

Joan stated that Part 1 of the documentation should be out in a few week: She also said she will try to have an update for the January CMP meeting and will continue to evaluate the need for another meeting.

December 17, 2003 CMP Meeting Joan Wells – Qwest advised she has sen the documentation for Partial Work backs on LNP to the documentation team. She also has a draft proposal available for the other products that she would like to review with the CLECs. A meeting will be scheduled the week of January 5 to review the draft proposal. Bonnie Johnson – Eschelo requested to have the process sent out in advance so it could be reviewec prior to the meeting. Joan agreed and advised it would be included in the meeting notification ahead of the meeting date. This CR will remain in Development Status.

November 19, 2003 CMP Meeting Joan Wells reviewed Qwest's response and identified the products that will be addressed with this CR. Joan explained she would like to call this process the 'Restoral Request' proces: Ervin Rea-ATT asked what are the requirements to get the customer back in service? Joan advised they are developing those requirements as part c this CR. Basically the process would consist of the customer contacting th Call Center to advise of the problem. A ticket is issued. A supplement ma need to be issued to the LSR depending on if the work or LSR is complete The service would follow an expedite process to restore. Qwest is looking into the criteria to determine when a restoral request is allowed and when charges would be incurred to reinstate the service.

Oct 15, 2003 CMP Meeting Cindy Macy - Qwest advised she would page Joan to the call as she is on vacation. Bonnie Johnson - Eschelon said she has reviewed the response and understands Qwest will begin working on the partial workback process for LNP and the other products are under review. Bonnie advised we did not need to page Joan to the meeting. This CR will move to Development Status.

Sept 17, 2003 CMP Meeting Bonnie Johnson advised we had a good clarification call. There were attempts made a reeling in the scope of this CR. Bonnie advised she would like the process expanded on product wher it is workable. Today, Workback is on LNP and it is all or nothing. Bonnie requested for Qwest to expand where this can be done and also to be abl to do a partial Workback. Joan asked if another ad hoc meeting may be appropriate to gather additional issues, on a product by product basis fror other CLECs. Any product that is can be included on should be included. This request is clearly asking for these product and when a CLEC can do a Workback. Judy Schultz asked if it was appropriate for Qwest to prepare a recommendation. Bonnie agreed for Qwest to review scenarios and do thi on a case by case basis. Bonnie advised this request is a result of an escalation. Escalations usually drive process improvements. Susie Bliss advised Qwest would also look at volumes and costs.

CLEC Change Request - PC081403-2 Clarification Meeting Tuesday, Augu 26, 2003

1-877-552-8688 7146042#

Attendees Cindy Macy - CRPM Dusti Bastian - Qwest Mallory Paxton - Qwest Joan Wells - Qwest Sharon Van Meter - ATT Bonnie Johnson - Eschelon

Introduction of Attendees Macy-Qwest welcomed all attendees and reviewed the request.

Review Requested (Description of) Change Bonnie Johnson-Eschelon reviewed the CR. Bonnie explained the PCAT defines a work back process, however it is for LNP only and does not include partial work backs. Eschelon had a situation where they were trying to work back the DSL portion of a cut and could not do a partial work back. Qwest did do this bu it was very difficult.

Joan Wells asked if Bonnie wanted work backs available to new products c products associated to LNP? Bonnie advised there are multiple situations when this may be needed. For example, when we are converting a customer from Qwest Retail to Eschelon UNE-P.

Joan Wells advised the work back process was put in place when Qwest

was disconnecting customers and the CLECs were having trouble getting the customer installed on the same due date. This is not occurring very much any more. On a conversion there is usually no facility change that occurs so there wouldn't be a work back situation. Bonnie advised there can be circumstances that cause facility changes and thus the need for a work back; such as Qwest record issues that show the DSL on the wrong line, or PBX that causes trouble on the line, credit card machines etc. Bonnie agreed it is not a high percentage of times that this happens, but i is important when it does happen.

The group discussed that there are many variables and it could be a different process based on each circumstance. The group tried to determine the scope of the CR as the process may be different based on each product or situation. Joan Wells advised she can not document what the CLEC needs to do for their part of the work back.

Joan asked if the CLECs would be willing to pay for this service. Bonnie advised under certain circumstances it makes sense. Mallory Paxton - Qwest advised in some cased it would involve Qwest doing a New Connec Joan Wells advised there should be parameters around how much time ca go by to determine if a work back is a valid option.

Bonnie advised she would like this in the Business Process section of the PCAT, and not be product specific. Cindy Macy-Qwest advised this would imply the process would be a high level process about work backs in general and not be specific to each product. Mallory advised the process would be different for different products so a general process may not provide a lot of value. Some things to consider are the time constraints, charges, process by product, identify the limitations of the process versus all the conditions that it could apply to.

Bonnie advised UNE-P and Resale are the most commonly ordered products so it would make sense to document it for those two products. Additionally, adding information to the LNP product to include partial work backs is needed. Bonnie advised she would lke the process defined and documented so we have a process to follow. It doesn't have to cover the universe.

Confirm Areas and Products Impacted Cindy Macy-Qwest reviewed the scope of the CR.

Confirm Right Personnel Involved Cindy Macy-Qwest confirmed with the attendees that the appropriate Qwest personnel were involved.

Identify/Confirm CLEC's Expectation Cindy Macy-Qwest reviewed the request to confirm Eschelon's expectation.

Identify and Dependant Systems Change Requests Cindy Macy-Qwest asked the attendees if they knew of any related change requests.

Establish Action Plan Macy-Qwest asked attendees if there were any further questions. There were none. Macy-Qwest stated that the next step was for Eschelon to present the CR at the September Monthly Product/Process Meeting and thanked all attendees for attending the meeting.

QWEST Response

Response Update

For Review by the CLEC Community and Discussion at the November 19, 2003 CMP Meeting November 11, 2003

Eschelon Bonnie Johnson Sr. Manager ILEC Relations

SUBJECT: CR # PC081403-2 Workback process/products expanded to include additional products and allow partial workbacks. Qwest will post tl process and products included in the Business Procedure section of the web site.

This letter is being issued to provide an updated response on the development of Eschelon's Change Request (CR) PC081403-2. This CR requests that:

· Qwest expand the existing LNP workback process to allow partial workbacks · Qwest expand the workback process to include additional products Qwest is currently in the development stages of both a new "Workback"(WB) process for LNP that will include partial restorals and a new expanded Workback process that will be identified as a "Restoral Request" (RR) for the Resale / UNE-P POTS and Resale / UNE-P Centrex 2 products. Qwest will provide an updated status on the process development at the December CMP meeting.

Sincerely, Joan Wells Sr. Process Analyst Qwest Communications

For Review by the CLEC Community and Discussion at the October 15, 2003 CMP Meeting

October 8, 2003

Eschelon Bonnie Johnson Sr. Manager ILEC Relations

SUBJECT: CR # PC081403-2 Workback process/products expanded to include additional products and allow partial workbacks. Qwest will post tl process and products included in the Business Procedure section of the web site.

This letter is in response to Eschelon's Change Request (CR) PC081403-2. This CR requests that: ? Qwest expand the existing LNP workback process to allow partial workbacks ? Qwest expand the workback process to incluc additional products

Qwest accepts this request. Qwest will change the workback process for Local Number Portability and Loop Service with Local Number Portability t include partial workbacks. This change will be identified and documented within the current workback process located in the existing LNP PCAT.

Qwest is currently reviewing the workback process expansion request and its applicability to other products and processes that it will apply to. Qwes requests that this CR be placed in development status. Qwest will provide an update at the November CMP meeting.

Sincerely,

Joan Wells Sr. Process Analyst Qwest Communications

Back

Information Current as of 8/27/2007

EXHIBIT
Q-22
admitted

Resources

Change Management Process (CMP)

Open Product/Process CR PC120301-4 Detail

Title: Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations.

CR Number	Current Status Date	Area Impacted	Products Impacl
PC120301-4	Completed 4/17/2002	Ordering, Maintenance/Repair, Provisioning	Collocation

Originator: Stichter, Kathy

Originator Company Name: Eschelon

Owner: Wycoff, William

Director: Perko, Gale

CR PM: Martin, Ric

Description Of Change

Qwest currently states that it will meet ANSI standards without defining how it will meet the standards. Qwest should commit to engineering a complete DS3 Circuit when the request for a CLEC to CLEC cross-connect made through the Qwest ICDF. Eschelon asks that Qwest adhere to ANSI Standard T1.102 and ANSI T1.104 with the additional lineal footage, ICDF connections, connectors and DSX interfaces taken into consideration. Without such a standard, CLECs are not assured a clear DS3 signal. If it is discovered that a signal level of no less than -4.7 dBm is present on a single unbalanced coaxial line (20 Ga/26 Ga), Qwest will notify the CLEC that amplification is required and will appropriately amplify the signal to meet ANSI Standards (as identified in ANSI Standard T1.102 and ANSI T1.104). Additionally, Eschelon requires that the two-unbalanced coaxial cable paths are within ± .5 dBm of one another. Otherwise, corrective action is necessary to meet this requirement.

Example #1 (Qwest needs to engineer the entire path (CLEC to CLEC) when the cross-connect is made through the Qwest ICDF). A CLEC to CLE cross-connect was made with a third party in a Central Office. When the entire lineal footage of the DS3 Circuit was taken into consideration, the DS3 signal was not within ANSI loss level standards. Qwest contends that it will engineer the DS3 cable/signal from the Qwest ICDF to each separat Co-Provider but that it is not responsible for the complete circuit, althougl all elements involved. (i.e. BNC connectors, ICDF Cross-connect points, and DSX interfaces) contribute significantly to overall signal loss. Since Qwest provisions all three segments of the circuit, Qwest must provision the complete circuit in such a way that meets the ANSI standard.

Status History

Date	Action	Description

11/30/2001	CR received from Eschelon.
12/3/2001	E-Mail Acknowledgement issued to Eschelon Telecommunications
12/4/2001	CR posted to Qwest Wholesale Markets CMP Web page
12/7/2001	Eschelon contacted to schedule clarification call.
12/12/2001	CMP Meeting - Eschelon presented CR to CLEC Community.
12/14/2001	Clarification call conducted with Eschelon. Meeting minutes transmitted to Eschelon.
1/16/2002	CMP Meeting - Qwest conducted CLEC community clarification discussion. Eschelon requested that Qwest contact Paul Hauser, Eschelon to discuss additional technical issues regarding the CR. Eschelo asked that Michael Zulevic, COVAD be invited to the conference call. CLEC community agreed to change CR Status to "Evaluation."
1/18/2002	Follow-up clarification call conducted with Eschelon and Covad in attendance; minutes transmited to Eschelon and Covad.
2/8/2002	Qwest draft response (dated 02/06/02) posted in CM database & transmitted to Eschelon.
2/20/2002	CMP Meeting - Qwest presented the "Draft" response CR status changed to "CLCE Test." Meeting discussions will be set forth in the Product/Process Draft Meeting Minutes contained in the Product/Process CMP Meeting Distribution Package (03/20/02).
2/22/2002	Qwest "Formal" response (dated 02/06/02) posted ir CMP data base.
3/20/2002	CMP Meeting - Eschelon requested that the CR remai in CLEC Test for another month until the have a chance to perform a test.
4/17/2002	CMP Meeting - Meeting discussions will be set forth ir the Product/Process Meeting Minutes to be posted on the CMP Web site. It was agreed that the CR could b closed.

Project Meetings

8:00 p.m. (MDT) / Friday 18th January 2002 Conference Call TEL: 877.564.8688 CODE: 6265401 PC120301-4 "Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations." [Follow-up]

Kathleen Stichter, Eschelon Paul Hanser, Eschelon Michael Zulevic, Covad Bill Wycoff, Qwest Jeff Ferra, Qwest Laurel Burke, Qwest Peter Wirth, Qwest

1.0 Introduction of Attendees Attendees introduced.

2.0 Review Requested (Description of) Change {review long description from change request, confirm with all parties there is agreement on the change requested} Clarification was obtained from Eschelon & Covad for

the subject CR. The following items were discussed: 1) Paul Hanser, Eschelon identified two (2) types of CLEC to CLEC connections in Qwest C facilities: 1) direct connection (i.e., no routing through Qwest ICDF; and 2 connection through Qwest ICDF(s). Direct connections, in general, exhibit fewer problems and mainly concern cable lengths and re-generation concerns. Connections routed through a Qwest ICDF(s) usually involve larger Qwest CO facilities that may involve multiple floors and require mo detailed assessments of circuit cable lengths, regeneration, ICDF connection losses, and other connector losses (i.e., BNC). Eschelon expressed concern that proper engineering and testing of the end to end portion of the Qwest furnished curcuit (i.e., cabling, regeneration (if required), all related connections) need to be conducted properly prior to "throwing the cables over the fence into the co-location areas." 2) Michae Zulevic, Covad concurred with Eschelon and also requested cable continuity testing and documentation for the Qwest provided portion of th circuit at the conclusion of the construction phase; along with possible collaborative testing during the test & turn-up phase. 3) William Wycoff, Qwest asked Eschelon what signal levels are being transmitted and received from their co-location areas. Paul Hanser, Eschelon indicated tha maximum transmit and minimum receive are indicative of signal levels.

3.0 Confirm Areas & Products Impacted {read from change request, modi if needed} N/A. Discussed in previous clarification meeting.

4.0 Confirm Right Personnel Involved {ensure the Qwest SME can fully answer the CLEC request. Confirm whether anyone else within Qwest has been involved with this issue, or whether we need to bring anyone else in N/A. Discussed in previous clarification meeting.

5.0 Identify/Confirm CLEC's Expectation {Identify specific deliverables from CLEC - what does Qwest have to do in order to close this CR? (in measureable terms ie provide a documented process, change a process tc include training etc)} Qwest to generate draft response for CMP Monthly Product & Process Meeting.

-

1:30 p.m. (MDT) / Friday 14th December 2001 Conference Call TEL: 877.564.8688 CODE: 6265401 PC120301-4 "Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations" Clarification Meeting

Kathleen Stichter, Eschelon Renee Lernes, Eschelon Bill Kent, Eschelon Bil Wycoff, Qwest Jeff Ferra, Qwest Laurel Burke, Qwest Peter Wirth, Qwest

1.0 Introduction of Attendees Attendees introduced.

2.0 Review Requested (Description of) Change {review long description from change request, confirm with all parties there is agreement on the change requested} Eschelon presented the CR. Eschelon requested that the completed circuit provided by Qwest for CLEC to CLEC cross connect through a Qwest Interconnect Distribution Frame (ICDF) provide a signal level of no less than -4.7 dBm (additional detail in CR). Qwest is responsible for completing the cross connect circuit.

3.0 Confirm Areas & Products Impacted {read from change request, modi if needed} "Collocation" confirmed as appropriate. "Physical" & "ICDF Collocation" boxes under "Collocation" identified during conference call.

4.0 Confirm Right Personnel Involved {ensure the Qwest SME can fully answer the CLEC request. Confirm whether anyone else within Qwest has been involved with this issue, or whether we need to bring anyone else in Qwest & Eschelon confirmed appropriate personnel were in attendance.

5.0 Identify/Confirm CLEC's Expectation {Identify specific deliverables from CLEC - what does Qwest have to do in order to close this CR? (in measureable terms ie provide a documented process, change a process tc include training etc)} Qwest to evaluate CR. During the January 2002 Monthly P&P CMP Meeting , a CLEC community clarification session will be conducted with Qwest providing potential options for addressing the CR.

6.0 Identify any Dependent Systems Change Requests {Note any connected CRs and the potential impacts} None.

QWEST Response

February 6, 2002

Kathy Stichter ILEC Relations Manager Eschelon Telecom Inc

SUBJECT: Qwest Change Request Response - Number PC120301-4 (December 3, 2001) - Implement a process to insure Qwest adheres to ANSI Standard T1.102 and ANSI T1.104 for setting signal and loss level standards for DS3 cable length limitations.

Qwest has responsibility to engineer network elements within its Central Offices (CO) in an efficient manner. Qwest has engineering criteria establishing DSX-N cross-connect fields that are in compliance with ANSI Standard T1.102 for setting signal and loss levels using cable length limitations, signal source level control, and signal regeneration. It is unclear how ANSI Standard T1.104 relates to the signal level question.

To minimize equipment, the ICDF is not engineered as a DSX-N level poin According to Technical Publication 77386 on Interconnection and Collocation, Chapters 5 and 15, the engineering requirement is to design through the ICDF to a DSX-N point when accessing unbundled offerings such as Unbundled Loops, Unbundled Dedicated Interoffice Transport, etc This principle was established circa 1996 in FCC Docket 93-192.

The CLEC-to-CLEC Cross-Connection (COCC-X) offering is defined as the CLEC's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-ajacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the Interconnection Distribution Frame (ICDF). This is accomplished by the use of the CLEC's Connecting Facilty Assignment (CFA) terminations residing at the same ICDF and at the same service rate level.

Qwest is providing clarification for the following activities to address this request:

- CLEC ordering procedure for cross-connection; - Qwest engineering data exchange with the requesting CLEC(s) for the cross-connection; - CLEC to CLEC cross connection within the Qwest Central Office (CO); - ICDF connections, and regeneration installation; and - Verification testing.

CLEC Ordering Procedure

CLEC to CLEC cross-connections are ordered through the Qwest EXACT-PC system using the Access Service Request (ASR) form. This form is used fc ordering Access and Local Network Interconnection Services. Qwest processes the ASR and determines a ready for service (RFS) date for the connection.

The requesting CLEC(s) is required to assess the need for signal regeneration prior to submittal of the completed ASR form. An engineerin data exchange can be arranged through the Qwest Wholesale Collocation Project Manager
(http://www.uswest.com/wholesale/clecs/escalations.html)

Qwest Engineering Data exchange with requesting CLEC(s)

The requesting CLEC(s) are required to know the cable types and lengths from their equipment to the ICDF(s) in order to assess the need for signal regeneration. The need for regeneration may arise when the distances between the CLEC's collocation equipment exceeds twice the cable length limitation criteria (table) when connected through the ICDF. The total cab length limitation from signal source to sink, without a DSX-N point is nominally, two times the shown length.

Qwest will provide the requesting CLEC(s) the type and length of cable between their physical space and the ICDF. Each CLEC uses this information to design the span between their equipment. The design is done to determine any need for regeneration. Regeneration is typically at the ICDF.

[Table in Supplemental Information]

Given the probability of having cable lengths that total less than the maximums, it has been and is the CLEC's responsibility to set any transmi attenuators in their equipment. Given the possibility that total cable lengths from the Collocation spaces through the ICDF are longer than the table allows, there is the opportunity for a CLEC to request regeneration t using a specific Network Channel Interface (NCI) code on their order. The NCI is chosen from Table 6-5 of Tech Pub 77386 using one that calls for regeneration. CLEC to CLEC cross connects occur between two CLECs within a Qwest CO and use jumper cables at the ICDF to complete the lin There is no assured DSX-N level point in the circuit.

Figure A below illustrates the situation where there is a single, ICDF cross connect to complete a CLEC-to CLEC circuit that needs a regenerator. There is no DSX-N level point assured in this circuit.

[Figure A in Supplemental Information]

Figure A: Single ICDF Connection with Regeneration

ICDF connections and regeneration installation

Qwest, following receipt of the ASR will perform ICDF connections and regeneration functions. Equipment additions for regeneration (if no spare are available) will be initiated. Qwest completes these activities and conducts verification testing.

Verification testing

Verification testing of the cross-connection will be conducted to assure compliance with the ASR. Cooperative testing on circuits will be conductec with Qwest and requesting CLEC(s) technicians.

Qwest will coordinate with the requesting CLEC and schedule the testing c the completed cabling, ICDF connections and regeneration. CLEC(s) will b responsible to terminate cabling into their respective collocation equipmer prior to the testing effort.

Although circuit testing is the responsibility of the CLECs, Qwest will provide technician support of CLEC to CLEC circuit testing efforts and provide trouble-shooting support, as necessary to successfully complete a ASR. Such testing shall confirm that ASR ordered circuits perform to service objectives in ANSI Standard T1.510, Network Performance Parameters for Dedicated Digital Services for Rates Up to and Including DS3. Clauses 8.2 and 8.3 describe DS1 and DS3 testing, respectively.

Sincerely,

William R. Wycoff Services Planning Qwest

CC: Bill Campbell, Qwest Barry Orrel, Qwest Gale Perko, Qwest Mary Retka, Qwest

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Back

Information Current as of 8/27/2007

Part A

1.3.1 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may deviate from industry standards referenced in this Agreement. Due to the manner in which individual equipment manufacturers have chosen to implement industry standards into the design of their products, along with differing vintages of individual facility components and the presence of embedded technologies pre-dating current technical standards, some of the individual facility components deployed within U S WEST's network, including, without limitation, Network Elements and associated business processes and the standards associated with the equipment providing such Network Elements (collectively, "Network Components"), may not adhere to all the specifications set forth and described in the Bellcore, ANSI, ITU and other technical and performance standards outlined in this Agreement. Within forty-five (45) days after the Effective Date of this Agreement, the Parties will develop processes by which U S WEST will inform CO-PROVIDER of deviations or planned deviations, and the implementation date of such planned deviations, from standards referenced in this Agreement for Network Components that may be ordered by CO-PROVIDER. In addition, the Parties agree that those deviations from such standards documented by U S WEST to CO-PROVIDER shall, to the extent permitted by FCC and Commission rules and regulations, supersede sections of this Agreement referencing technical standards otherwise applicable for the affected Network Elements.

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EXHIBIT
Q-23
admitted

Part A

42.2.7 Prior to implementation of PNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the Customer should not be dropped from the 911 database during the transition.

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EXHIBIT
Q-24
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Attachment 5

3.2.2.12 Expedite Process: U S WEST and CO-PROVIDER shall mutually develop expedite procedures to be followed when CO-PROVIDER determines an expedite is required to meet subscriber service needs.

1.1.5 Work Center Interface Procedures

1.1.5.1 U S WEST and CO-PROVIDER shall, within ninety (90) days of the Effective Date of this Agreement, develop and implement work center interface procedures for each function/ business process necessary for fulfilling the terms of this Agreement.

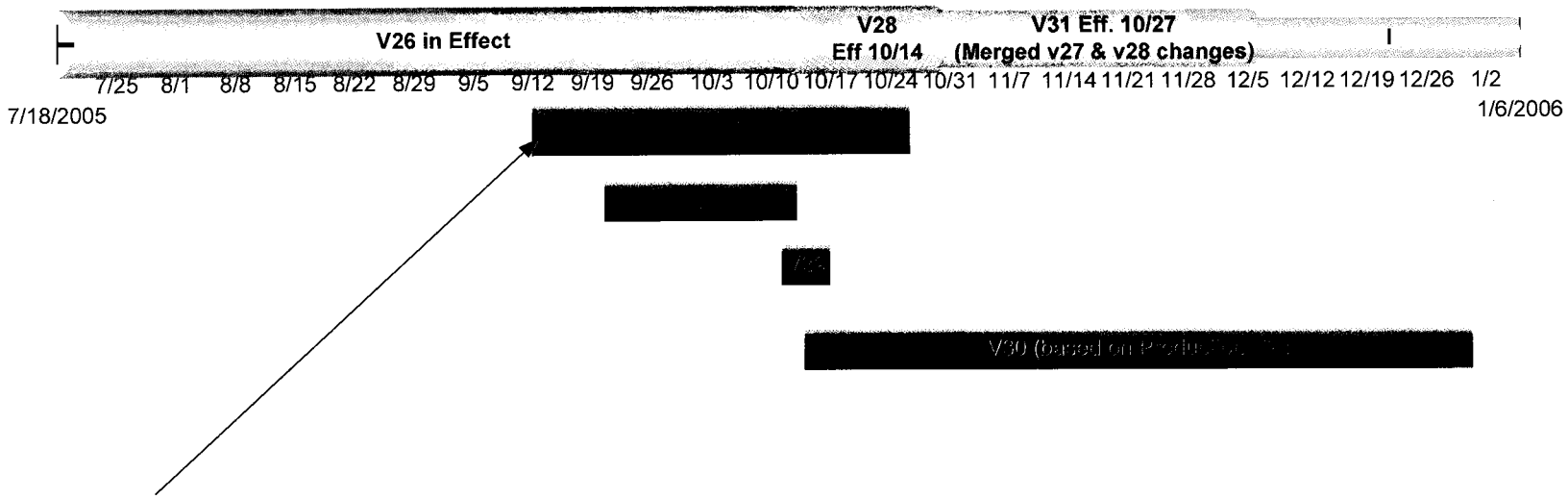
Attachment 6

17.6 CO-PROVIDER and U S WEST agree that metrics are required in order to monitor the performance and assure the on-going delivery of non-discriminatory access to U S WEST systems for pre-order/ordering/provisioning, maintenance/repair, billing, and Directory Assistance databases. A performance measurement plan that addresses the definition, measurement, and review of quality, timeliness, accuracy and availability of each interface and associated transactions or files will be jointly developed and documented within the JIA for each interface.

DEVELOP

Att 7

Timelines for Implementation of Version 27



V27 was issued with red-lined changes against V26, which was in effect at that time.
V27 identifies 2w/4w analog loops as being eligible for expedite charges.
Posted for Review 09/12/05 with one comment received questioning the rate.
Went into effect on 10/27/05

EXHIBIT
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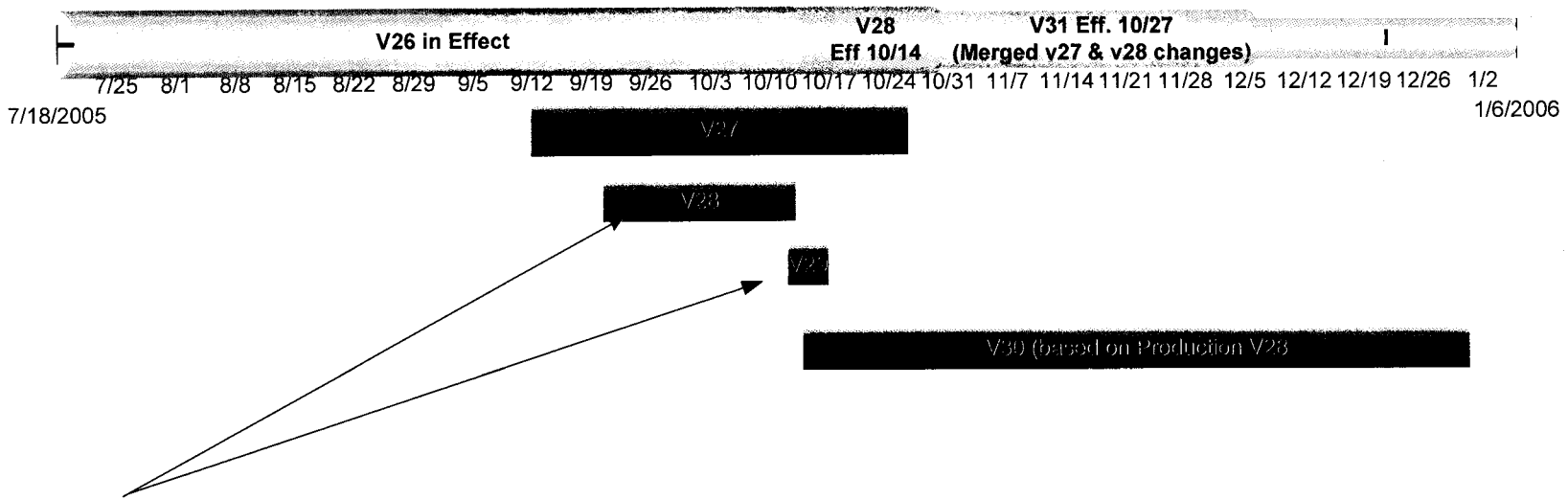
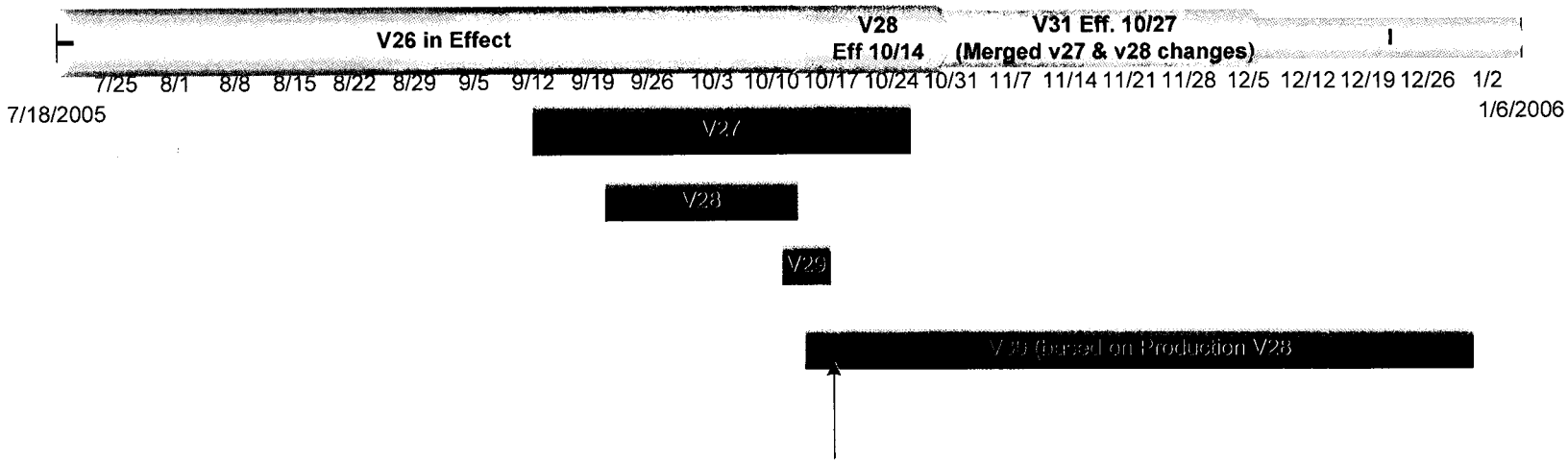
Timelines for Implementation of Version 28 - 29



V28 was issued with red-lined changes against V26, which was in effect at that time.
V28 made changes to the contact section of the Expedites and Escalations Overview.
V28 was posted for review 09/23/05 and went into effect on 10/14/05.
V29 posted for review on 10/17/05 and was originally issued with red-lined changes against V28 that went into effect on 10/14/05. Version 29 was later retracted.
Notice that the review cycle for V27 is still ongoing.

Timelines for Implementation of Versions 30-33



V30 was issued with red-lined changes against V28 that was in in effect at that time.
Because V27 was still in the development cycle (not in effect), the changes included with V27 were not included in V30, per the CMP practice.
V30 changed the process to include the requirement for a contract amendment.
V30 was posted for review 10/19/2005, and became effective 01/03/06.
V31 incorporated the changes from V27 and V28 into one document
V33 incorporated the changes from V30 and V32 (not shown) into one document.

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
71	V48	7-2-07		Expedites	Multiple sections	Revising references to the UNE-P product	Level 1	Changes that do not alter CLEC operating procedures	PROS.06.29.07.F.04756.Mult_UNE_Removal
70	V47	5-17-07				Combine updates for V45 and V46 into one document.	Level 0	Select changes that do not alter CLEC operating procedures	NA
69	V46	4-6-07		Expedites		Name change of DSL to HSI/QCBS.	Non CMP	Changes that are outside the CMP Process	PROS.04.05.07.F.04604.Exp_Escl_NewCustQuestion
68	V45	5-17-07		Expedites	Pre-Approved Expedites	Change process to return a Firm Order Confirmation (FOC) with the new due date instead of calling	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.05.02.07.F.04657.FNL_Expedites_EscalV45
67	V45	5-17-07		Expedites	Approved Expedited Requests	Change process to return a Firm Order Confirmation (FOC) with the new due date instead of calling	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.05.02.07.F.04657.FNL_Expedites_EscalV45
66	V44	1-15-07				Combine updates for V42 and V43 into one document.	Level 0	Select changes that do not alter CLEC operating procedures	NA
65	V43	1-15-07		Escalations	Maintenance and Repair	Removing references to HEET. Retirement notice SYST 11 16 06 F 04341 HEET_Retirement_Initial II.doc	Level 2	Changes that have a minimal effect on CLEC operation procedures	PROS 12 18 06 F 04380 Multiple_PCAT_Retire_HEET .doc
64	V42	1-8-07		Contacts		Change Customer Facing Center hours for CSIE	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS 12 21 06 F 04420 FNLCustConExp_Esc_CSIEHrs.doc
63	V41	7-24-06		Expedites	Pre-Approved Expedites	Change existing process to include a 12PM MT cut-off for same day due date expedites. Adding the following statement: Note: If the ASR/LSR you are submitting requests a same day due date, your request must be received before 12 noon MT.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.07.06.F.04056.FNL_Expedites_Escalations
62	V40	5-5-06		Implementation	Training	Updates are associated with Training Notification TRNG.04.07.06.F.03830.LocalQ101WBT that identifies the retirement of the instructor-led Qwest 101 "Doing Business with Qwest" training course which is being replaced with a web-based training course titled Local Qwest 101 "Doing Business with Qwest". The language and URL associated with the web-based Local Qwest 101 "Doing Business with Qwest" training course will be updated	Level 1	Changes that do not alter CLEC operating procedures	PROS.05.04.06.F.03905.MultiplePCATsQ101Training

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Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Sec #	Section Name	Sub-section	Change: Update Activity	Level of Change	Reason/Source	CR or Notice #
61	V39	5-1-06				Incremented to V39 to include changes from V37 and V38 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
60	V38	4-15-06				Incremented to V38 to include changes from V35.0 and V36.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
59	V37	5-1-06		Expedites	Expedites Requiring Approval	Contact information change of TN for the Qwest Call Center to 866-434-2555	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.04.14.06.F.03847.FNL_CSIE_Contact_Info
58	V37	5-1-06		Expedites	Expedites Supporting Non-Qwest caused Restoral Requests	Contact information change from ISC to CSIE with new TN of 866-434-2555	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.04.14.06.F.03847.FNL_CSIE_Contact_Info
57	V37	5-1-06		Contacts		Change existing manual process to show Tier 1 as first point of contact with TN change for Tier 1. Removing information referencing the ISC	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.04.14.06.F.03847.FNL_CSIE_Contact_Info
56	V36	4-7-06		Escalations	Escalations-Maintenance and Repair	Contact information change for AMSC to Wholesale Repair. No TN changes.	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.03.17.06.F.03754.WholesaleRepair
55	V35	4-15-06		Expedites	Pre-Approved Expedites	Modify/change existing manual process. Include ability to expedite Customer Not Ready due date from 3 days to shorter interval.	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.03.29.06.F.03794.FNLExpedites_Escalations
54	V34	2-15-06		History Log		In order to improve the readability of the History Log, entries will be set-up in descending order so that the most current update displays first rather than last.	Level 0	Select changes that do not alter CLEC operating procedures	NA
53	V34	2-15-06		Expedites	Expedites Requiring Approval	Clarification of language related to previous notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30. Qwest is deleting a sentence in the Expedites Requiring Approval description to make it consistent with the Expedite paragraph above it.	Level 1	Changes that do not alter CLEC operating procedures	PROS.02.14.06.F.03690.ExpeditesEscalationsV34
52	V33	1-3-06				Incremented to V33 to include changes from V30.0 and V32.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
51	V32	1-2-06		Contacts		Customer-facing Center hours information in the NOTE section	Level 3	Changes that have a minimal effect on CLEC operation procedures	PROS.12.16.05.F.03563.FNLCustContV28ExpEsclV32
50	V31	10-27-05				Incremented to V31 to include changes from V27 and V28 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
49	V30	1-3-06		Expedites	Pre-Approved Expedites	Add Note stating expedite language must be in ICA for products other than Resold Design. If request does not meet the criteria for Pre-Approved Expedite the process with follow the SIG; included link to SIG	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.18.05.F.03492.FNL_ Exp-EscalationsV30
48	V30	1-3-06		Expedites	Expedites Requiring Approval	Remove one condition where an expedite is granted	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.18.05.F.03492.FNL_ Exp-EscalationsV30
47	V30	1-3-06		Expedites		Change in process to stating ICA must contain expedite language	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.18.05.F.03492.FNL_ Exp-EscalationsV30
46	V29	Retracted Effective 10-18-05				Time critical correction to retract V29 and V28 will remain operational	Level 1	Time critical correction	PROS.10.18.05.F.03397.Retract_ExpandEscal_V29
45	V29	10-18-05		Expedites	Expedites Requiring Approval	Clarification to expedite reasons	Level 1	Changes that do not alter CLEC operating procedures	PROS.10.17.05.F.03379.Expedites_Escalations_V29
44	V28	10-15-05		Contacts	Non ASR/LSRs	Contact information update to delete table as it is not applicable to interconnect products	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.09.23.05.F.03280.FaxNumberChange
43	V28	10-15-05		Contacts	Access Service Requests	Contact information update to change ASR Fax number	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.09.23.05.F.03280.FaxNumberChange
42	V27	10-27-05		Expedites	Pre-Approved Expedites	Removed 2w/4w as an exception to UBL. Added Port In/Port Within to list of products.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.09.12.05.F.03242.Expedites_Escalations_V27
41	V26	7-18-05				Incremented to V26 to include changes from V24 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
40	V25	7-11-05				Incremented to V25 to include changes from V23 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
39	V24	7-18-05		Pre-Approved Expedites		Changes are being made to the existing manual process to bill expedite charges per ASR/LSR instead of per order. Additionally, for expedited due date requests on delayed order, Qwest is revising its expedite process to only bill expedite charges if the expedited due date request results in Qwest incurring additional costs to improve the Ready for Service date. This is shown in the Pre-Approved Expedites section.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.01.05.F.03075.FNL_ Expedites_Escal_V24

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
38	V23	7-11-05		Contacts	Local Service Requests	Modify/change existing manual process to remove after hours duty pager and add note limiting transfer hours	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.06.24.05.F.03050.FNL_Contact_Exp_Escal.doc
37	V22	6-16-05		Expedites	Expedites Requiring Approval	Modify/change existing manual process too add three new expedite reasons per CMP CR PC021904-1. Add language related to providing service order number that caused the expedite condition.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.06.01.05.F.02971.Final_Expedites_Escal_V22
36	V21	4-25-05		Contacts		Contact information change for ASRs	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.04.04.05.F.02767.800Contact_NumberUpdate
35	V21	4-25-05		Expedites		Contact information change for ASRs	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.04.04.05.F.02767.800Contact_NumberUpdate
34	V20	2-24-05				Incremented V18 to include changes from V19 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
33	V19	2-16-05		Pre-Approved Expedites		Clarification that do not change the process for when an expedite charge would not occur	Level 1	Changes that do not alter CLEC operating procedures	PROS.02.15.05.F.02567.Expedites_Escalations_V19
32	V18	2-24-05		Contacts	Local Service Requests (LSRs)	Update related toCMP CR PC080204-1. Added link to Ordering Overview for list of close codes.	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.02.03.05.F.02494.OrderingV65_ExpeditesV18
31	V17	2-11-05		Pre-Approved Expedites		Modify/change existing manual process to alert you when an amendment is needed in the Pre-Approved Expedite process	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.01.27.05.F.02513.Final_Exp_EscalationsV17
30	V16	12-1-04		Contacts	Local Service Requests (LSRs)	Contact information update to remove city specific references and the Denver TNs	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.11.10.04.F.02270.ExpeditesEscalationsV16
29	V15	11-22-04				Time Critical correction to Retract V15	Level 1	Time Critical correction	PROS.11.22.04.F.02315.RetractExpeditesEsclV15
28	V15	Retracted		Expedites	Pre-Approved Expedites	Modify/change existing manual process to include the state of Washington	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.11.01.04.F.02255.ExpeditesEscalationsV15
27	V14	7-31-04				Incremented to V14 to include changes from V11.0 and V13.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
26	V13	7/7/04				Incremented to V13 to include changes from V10.0 and V12.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
25	V12	7/7/04		Contacts	Access Service Requests	Contact information update to remove the Salt Lake City telephone contact number	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.06.30.04.F.01828.FNL_ExpeditesV12
24	V12	7/7/04		Expedites		Contact information update to remove the Salt Lake City telephone contact	Level 2	Changes that have a minimal effect on CLEC operating	PROS.06.30.04.F.01828.FNL_ExpeditesV12

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
						number		procedures	
23	V11	7/31/04		Expedites	Pre-Approved Expedites	Modify/change existing manual process – new process	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ ReissueExpeditesV11
22	V11	7/31/04		Expedites	Approved Expedited Requests	Modify/change existing manual process to incorporate two processes. New process wording change required	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ ReissueExpeditesV11
21	V11	7/31/04		Expedites	Expedites Requiring Approval	Modify/change existing manual process – new process	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ ReissueExpeditesV11
20	V11	7/31/04		Expedites		Modify/change existing manual process to incorporate two processes: Pre-Approved and Expedites Requiring Approval.	Level 3	Changes that have a moderate effect on CLEC operating procedures	PROS.07.15.04.F.01882.FNL_ ReissueExpeditesV11
19	V10	7/06/04				Incremented to V10 to include changes from V7.0 and V9.0 in one document	Level 0	Select changes that do not alter CLEC operating procedures	NA
18	V9.0	07/06/04		Introduction	Expedites	Establish new manual process for restoring previous service conversion type and move service orders	Level 4	Changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures	PROS.06.21.04.F.01814.FNL_ ExpeditesV9
17	V8.0	05/25/04		Introduction	Contacts	Documentation concerning existing processes not previously documented is being added . A change was made regarding the ASR Frame Relay contact and a telephone number was added to LSR Tier 1.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
16	V8.0	05/25/04		Introduction	Escalations	Documentation concerning existing processes not previously documented is being added . A change regarding Qwest contacts has been added.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
15	V8.0	05/25/04		Introduction	Expedites	Documentation concerning existing processes not previously documented is being added. The request and eligibility processes have been defined in more detail.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
14	V8.0	05/25/04		Introduction		Documentation concerning existing processes not previously documented is being added. A change was made in the definition of escalations and expedites.	Level 2	Changes that have a minimal effect on CLEC operating procedures.	PROS.05.18.04.F.01696.FNL_ ExpeditesV8
13	V7.0	10/7/03		Introduction	Escalations	Corrections/clarification/additional information that does not change the product or process: • Clarification regarding when escalations can be made	Level 1	Changes that do not alter CLEC operating procedures	PROS.10.06.03.F.03616.Exped EscalV7&CustServ

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
12	V6.0	5/27/03		Introduction	Expedites	Documentation concerning existing process not previously documented: • add Expedite reason – medical emergency • add link to Local Service Ordering Guide (LSOG) • clarified and added additional information on how to expedite service request	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.05.20.03.F.01088.FNL_ Expedite_Escalation
11	V5.0	12/11/02		Contacts		Contact information updates to Local Service Requests and Access Service Requests tables	Level 2	Changes that have a minimal effect on CLEC operating procedures	PROS.11.20.02.F.00946.Expedites Escalations

Line #	Version	Effective Date	Change				Reason/Source	CR or Notice #
			Section #	Section Name	Subsection	Update Activity		
10	V4.0	5/10/02		Contacts		• Corrected font • Updated wording and telephone number for clarification • Added additional table for complete information • Deleted duplicate information	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
9	V4.0	5/10/02		Training		• Updated course description	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
8	V4.0	5/10/02		Introduction	Escalations – Technical Escalation Process	• Added additional information to sync up existing system documentation	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
7	V4.0	5/10/02		Introduction	Escalations – Maintenance and Repair	• Corrected font • Corrected acronyms for consistency	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
6	V4.0	5/10/02		Introduction	Escalations	• Corrected wording for clarification	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
5	V4.0	5/10/02		Introduction	Expedites	• Correct punctuation • Added additional and changed wording for clarification	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
4	V4.0	5/10/02		Introduction		• Corrected font	Correction to PCAT	PROS.05.13.02.F.00437.Expedite_Escalation
3	V3.0	1/25/02		Contacts	Maintenance and Repair Centers	• Edit Resale Simple Residential and Business identifiers (1FR and 1FB)	Correction to PCAT	N/A
2	V3.0	1/25/02		Contacts	Local Service Request	• Define CSIE	Correction to PCAT	N/A

Expedites & Escalations Overview History Log

Line #	Version	Effective Date	Change				Level of Change	Reason/Source	CR or Notice #
			Sec #	Section Name	Sub-section	Update Activity			
1	V3.0	1/25/02		Introduction		• Add Version and History Log		Correction to PCAT	N/A

EXHIBIT
S-1
admitted

DIRECT

TESTIMONY

OF

PAMELA GENUNG

DOCKET NOS. T-01051B-06-0257

&

T-03406A-06-0257

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION

(REDACTED)

JANUARY 30, 2007

BEFORE THE ARIZONA CORPORATION COMMISSION

JEFF HATCH-MILLER
Chairman
WILLIAM A. MUNDELL
Commissioner
MIKE GLEASON
Commissioner
KRISTIN K. MAYES
Commissioner
GARY PIERCE
Commissioner

IN THE MATTER OF THE COMPLAINT OF ESCHELON TELECOM OF ARIZONA, INC. AGAINST QWEST CORPORATION	)))))	DOCKET NOS. T-01051B-06-0257 T-03406A-06-0257

REDACTED

DIRECT

TESTIMONY

OF

PAMELA GENUNG

PUBLIC UTILITIES ANALYST IV

UTILITIES DIVISION

ARIZONA CORPORATION COMMISSION

JANUARY 30, 2007

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EXECUTIVE SUMMARY
ESCHELON TELECOM OF ARIZONA, INC. FORMAL COMPLAINT AGAINST QWEST CORPORATION
DOCKET NOS. T-01051B-06-0257 AND T-03406A-06-0257

Eschelon Telecom of Arizona, Inc. ("Eschelon"), a Competitive Local Exchange Carrier ("CLEC") authorized to provide facilities-based local telecommunications service in Arizona, filed a Complaint against Qwest Corporation ("Qwest"), an Incumbent Local Exchange Carrier ("ILEC"), on April 14, 2006 with the Arizona Corporation Commission ("ACC" or "Commission"). The Complaint addresses the alleged refusal by Qwest to provide repairs for disconnects in error and Qwest's alleged refusal to expedite orders for unbundled loops without Eschelon signing an amendment to the Qwest – Eschelon Interconnection Agreement imposing a $200 per day expedite fee. This particular Complaint involves a disconnect-in-error for a DS1 loop serving a rehabilitation center in Arizona.

Staff's analysis indicates that the Commission approved Eschelon's opt-in to the AT&T Interconnection Agreement on April 28, 2000. Expedite Procedures were already in place at the time. The Expedite Process is a procedure that is followed when a CLEC requests an earlier due date than the standard interval from Qwest for the installation of wholesale products and services to meet customer service needs. The Qwest – Eschelon Interconnection Agreement indicates that Qwest shall provide Eschelon the capability to expedite a service order. The Agreement also allows Qwest the ability to charge a fee for the Expedite. The Change Management Process ("CMP") is a significant factor in Staff's analysis of the Complaint because the CMP provides a means to address changes to the processes and procedures contained in Qwest's Product Catalog ("PCAT"). The processes and procedures are necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing, maintenance and repair services from Qwest. The CMP indicates that the rates, terms, and conditions set forth in any CLEC Interconnection Agreement between the CLEC and Qwest shall prevail when there is a conflict with the changes implemented through CMP and the provisions of the Interconnection Agreement.

Staff concludes that:

(1) Qwest did not adhere to the terms and conditions of the current Qwest – Eschelon Interconnection Agreement, which allows Eschelon the capability to expedite orders, when Qwest denied this option without Eschelon signing an amendment to the Agreement. Qwest should continue to support the same Expedite Process that has been used in the past for all products and services (including unbundled loops) if the order meets any of the Emergency criteria or conditions or where the customer's safety may be an issue if the Expedite is not processed. No additional charge should be applied beyond the standard installation charge.

(2) Qwest should continue with the enhancement to the Expedites & Escalations Overview Process, as originally requested by Covad, offering an option to CLECs to expedite orders when the situation does not meet the emergency criteria or conditions. This option should be offered to all

CLECs via an amendment to the CLEC's current Interconnection Agreement and may involve a charge when the option is utilized by the CLEC.

(3) The Qwest – Eschelon Interconnection Agreement does allow Qwest the ability to impose a fee on Eschelon for expediting orders. Until recently, common practice has been that Qwest has chosen not to charge an additional expedite fee for all products/services that met certain emergency conditions/criteria. Qwest should reimburse the additional $1800 plus interest (if applicable) that was charged to Eschelon in this particular Complaint.

(4) Due to the nature of this particular Complaint which stemmed from an Eschelon caused error in disconnection of an incorrect number, Eschelon should implement a training or refresher training program for its representatives stressing the importance of accuracy when ordering changes to their customer's service in order to try to avoid or minimize unnecessary customer service outages.

(5) Qwest should include a definition of designed and non-designed services in its Arizona tariffs.

(6) Qwest and the CLECs should include expedites of the installation of Unbundled Loops in their Interconnection Agreement negotiations.

(7) Staff recommends that a performance measurement for expedites of Unbundled Loops be developed through CMP and that the rate(s) for expedites be considered as part of the next cost docket.

1. INTRODUCTION

Q. Please state your name, occupation, and business address.

A. My name is Pamela Genung. I am a Public Utilities Analyst employed by the Arizona Corporation Commission ("ACC" or "Commission") in the Utilities Division ("Staff"). My business address is 1200 West Washington Street, Phoenix, Arizona 85007.

Q. Briefly describe your responsibilities as a Public Utilities Analyst.

A. In my capacity as a Public Utilities Analyst, I provide information and analysis to the Utilities Staff on telecommunications tariff filings, major industry issues, and matters pertaining to major applications such as the formal Complaint of Eschelon Telecom of Arizona, Inc. versus Qwest Corporation filed on April 14, 2006.

Q. Please describe your educational background and professional experience.

A. I received an International Master of Business Administration from Gardner-Webb University in 2004 and a Bachelor of Science degree from Gardner-Webb University in 2002. I have been employed in the telecommunications industry for twenty-seven years with companies such as Contel of New York, GTE, Citizens Communications, and CT Communications. I have also performed outsourced work for BellSouth. My professional experience includes operator services, customer services, facility provisioning and engineering, outside plant, access services, operations, legal, and regulatory. The last five years of my telecommunications experience were in legal and regulatory for the External Affairs division of CT Communications, Inc. I have been with the Arizona Corporation Commission Utilities Division since April 2006.

2. BACKGROUND

Q. What is the purpose of your testimony?

A. The purpose of this testimony is to present Staff's understanding of facts pertaining to the Complaint filed by Eschelon Telecom of Arizona, Inc., ("Eschelon") against Qwest Corporation ("Qwest") on April 14, 2006. This testimony also contains Staff's analysis and recommendations.

2.1 SUMMARY OF THE COMPLAINT

Q. Please summarize Staff's understanding of the Complaint in this proceeding.

A. On April 14, 2006, Eschelon filed a Complaint against Qwest with the ACC. Eschelon is seeking immediate relief for Qwest's refusal to honor its Interconnection Agreement obligations with Eschelon. This Complaint cites a specific case in which Qwest refused to expedite an order for an unbundled loop without Eschelon signing an amendment to its Interconnection Agreement which would have imposed a $200 per day expedite fee. The Complaint also addresses Qwest's refusal to provide repairs for disconnects in error under the repair and expedite language contained in the Qwest – Eschelon Interconnection Agreement.

Key points of the Complaint pertaining to the specific customer cited in Eschelon's Complaint are as follows:

- On March 8, 2006, Eschelon attempted to move a telephone number in an individual client's room at the [Named Customer][1] from an analog 2-wire

[1] [Named Customer] provides rehabilitation services 24/7 to children and adults residing at the Center that have disabilities, specifically those with high level medical and urgent care needs. See Arizona Corporation Commission Docket No. T-01051B-06-0257, Docket No. T-03406A-06-0257, Eschelon Telecom of Arizona, Inc. Complaint, on Pages 8-9, Paragraphs 22 & 23, April 14, 2006.

unbundled loop to the [Named Customer's] DS1 loop so Eschelon could eventually disconnect the analog loop.

- Eschelon erred in filling out the Local Service Request ("LSR"), that was provided to Qwest, with the wrong circuit identification number which resulted in a disconnect of the customer's DS1 loop at 10:02 a.m. on March 15, 2006.
- After the Customer notified Eschelon of the out of service condition, Eschelon opened a repair ticket at 10:23 a.m. on March 15, 2006 advising Qwest of the need to promptly restore the service. At the time, Eschelon was unaware that it had erroneously ordered a disconnect.
- Qwest located a missing cross connect in the central office and reconnected the DS1 loop at 10:32 a.m.
- The Customer confirmed service was working again in the individual room.
- On March 16, 2006 at 11:26a.m., Eschelon was notified by the Customer that it was out of service again.
- Not fully aware of the erroneous disconnect order, Eschelon attempted to open a second repair ticket with Qwest regarding the DS1 loop. During the call to Qwest repair, Eschelon was informed that a disconnect order had been placed against the circuit and that Eschelon would have to submit a new order to restore the service. Upon further investigation through Eschelon's customer service group, Eschelon determined that it had submitted an order to Qwest in error to disconnect the wrong circuit.
- As requested by Qwest, Eschelon submitted an order for a new DS1 loop for its Customer with the standard 5-day interval due date for loops.
- On March 16, 2006 at 5:09 p.m., Qwest approved the 5-day due date.
- On March 17, 2006, Eschelon contacted Qwest to open escalation tickets requesting an expedite on the order. After several conversations and voice

messages to escalate through Qwest's management throughout the day, Qwest denied Eschelon's request to expedite the order because Eschelon had not signed an expedite amendment to the Qwest – Eschelon Interconnection Agreement.

- On March 18, 2006, due to the prolonged period that Eschelon's customer was out of service, Eschelon placed an Access Service Request ("ASR") for a special access DS1 private line circuit with a requested due date of March 18, 2006. Eschelon incurred approximately an additional $1,800 in non-recurring charges to have the order expedited.
- Eschelon was required to supplement the ASR to change the due date from March 18, 2006 to March 20, 2006.
- Eschelon's customer was without service from at least 11:26 a.m. on March 16, 2006 until 5:30 p.m. on March 20, 2006.

A full chronology as conveyed by Eschelon in response to Staff's Data Request No. 3 is provided in Attachment 1.

Q. Please summarize Eschelon's position.

A. Eschelon has taken the position that Qwest has violated the terms and conditions of the Qwest - Eschelon Interconnection Agreement by requiring Eschelon to sign an amendment to its Interconnection Agreement before Qwest will restore service and refusing to provide the capability to expedite orders under its current Interconnection Agreement. Eschelon also believes that Qwest is in violation of the billing and dispute resolution provisions of the Qwest – Eschelon Interconnection Agreement.

Eschelon's position is that under the terms of the Qwest – Eschelon Interconnection Agreement, Qwest has previously granted Expedited orders for unbundled loops in

Arizona. Even though its Interconnection Agreement indicates that expedite charges may apply,[2] Qwest has not always applied expedite charges especially in certain outage and emergency situations. The Qwest – Eschelon Interconnection Agreement has not changed in any respect since Qwest formerly granted such Expedite requests.

Eschelon has also taken the position that Qwest has violated state and federal law and the public interest, specifically within the nondiscrimination requirements of Section 251(c)(3) of the Act. Pursuant to those requirements, Qwest must provide access to UNEs on nondiscriminatory terms for all CLECs and Qwest itself. Eschelon's position also indicates that Qwest's refusal to grant an expedite request has resulted in end user harm in Arizona.

Q. Please summarize Qwest's position.

A. Qwest's position is that they have abided by the terms of the Qwest – Eschelon Interconnection Agreement. Qwest has indicated that the Qwest – Eschelon Interconnection Agreement calls for mutually developed Expedite Procedures to be followed. Qwest believes that Qwest and the industry developed methods to expedite orders for unbundled loops in the "Commission-approved" CMP but Eschelon refuses to adhere to it. Qwest also believes that it did provide Eschelon with the capability to request expedite orders for unbundled loops but Eschelon would not opt into the process. Qwest also believes that the repair provisions in the Qwest – Eschelon Interconnection Agreement do not apply to this case since Eschelon instructed Qwest to disconnect the customer's circuit. In addition, Qwest also believes that the dispute resolution provisions

[2] See Qwest – Eschelon Interconnection Agreement, Attachment 5, Section 3.2, Subsection 3.2.4.4, Page 14.

and the bill reconciliation provision do not concern service disruption, therefore, are not applicable in this case.

Qwest takes the position that the previously expedited orders for unbundled loops for Eschelon were expedited pursuant to the Expedite Process then in effect, as approved in the CMP. The CMP is the vehicle by which processes that underlie the CLEC Interconnection Agreements are created and modified. Although the former Expedite Process did not have rates associated with expediting orders for unbundled loops, the Expedite Process adopted through the CMP in July 2005 contained the $200 per day rate.

Qwest also denies any allegations that it has violated State and Federal Law.

2.2 INTERCONNECTION AGREEMENT DESCRIPTION AND PURPOSE

Q. Please describe an Interconnection Agreement and its purpose.

A. An Interconnection Agreement is a binding, legal document between an incumbent local telephone company and a competitive local telephone company that establishes rates, terms, and conditions for local interconnection between the companies. Rates, terms, and conditions may vary by individual agreement depending on the types of service being offered or requested, such as resale and/or the purchase of unbundled network elements. The Interconnection Agreement allows for the transmission and termination of calls over the interconnected networks of both companies.

2.3 EXPEDITE PROCESS DESCRIPTION AND PURPOSE

Q. Please describe the Expedite Process and its purpose.

A. The Expedite Process is a procedure that is followed when a CLEC requests an earlier due date than the standard interval from Qwest for the installation of wholesale products and

services. The purpose of the Expedite Process is to allow a CLEC the opportunity to meet subscriber service needs.

2.4 CMP DESCRIPTION AND PURPOSE

Q. What is the CMP?

A. The CMP is a means through which information about Qwest's system and process changes which may impact the CLEC's business are conveyed to CLECs and through which CLECs may request changes to Qwest systems and processes.

Q. Why is the CMP relevant to Eschelon's Complaint?

A. All CLECs facing processes are created, modified/changed, or discontinued through the CMP. In addition, the CMP is often the only means recognized by Qwest to request changes.

Q. What role did the CMP play in this particular case?

A. Qwest has based its position on the CMP.

Q. Please describe the Change Management Process and its origin.

A. The CMP is a process that developed as a result of the Section 271 proceeding. The Section 271 proceeding imposed certain conditions that must be satisfied in order for the Federal Communications Commission ("FCC") to allow a Bell Operating Company ("BOC"), such as Qwest, to provide in-region, interLATA telecommunications services. The conditions in Section 271 were intended to determine the extent to which local phone service is open to competition.

Staff's Supplemental Report, dated May 8, 2002, recommended to the Commission that Qwest's CMP and Stand-Alone Test Environment ("SATE") are 271 compliant, subject to implementation of certain recommendations. The Supplemental Report recognized specific criteria that the FCC identified in determining whether the CMP and SATE of a BOC are adequate. Three specific criteria relevant to this Complaint are:

1. Competing carriers have substantial input in the design and continued operation of the CMP.
2. The CMP defines a procedure for the timely resolution of Change Management disputes.
3. The CMP provides for timely, complete, and accurate notification and documentation of upcoming changes in a reasonable manner such that the efficient competitor has a meaningful opportunity to compete.

On August 28, 2003, in Commission Decision Number 66224, the Commission ordered adoption of Staff's Supplemental Report on Qwest's Change Management Process and Stand-Alone Test environment in addition to immediate implementation of several recommendations.

Q. Please summarize the purpose of the CMP.

A. The CMP provides a means for changes to be made to Operations Support Systems ("OSS") Interfaces, Products, and Processes. Changes that are addressed through CMP may include those that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities, and production support issues surrounding local exchange services provided by CLECs to their end-users.

Q. How is the CMP managed?

A. CMP is managed by CLEC and Qwest representatives each having distinct roles and responsibilities. Regular monthly meetings are held jointly between Qwest, CLECs, and State Commissions (as needed) to exchange information on issues such as how the process is working, the status of existing changes, the need for new changes, and what changes Qwest is proposing. Qwest notifications for product, process, and system changes are issued as another means to manage CMP.[3] The process also allows for escalation to resolve disputes.

Q. Does the CMP have complete authority in implementing changes?

A. No, the CMP document provides that "in cases of conflict between the changes implemented through this CMP and any CLEC Interconnection Agreement (whether based on the Qwest Statement of Generally Available Terms and Conditions ("SGAT") or not), the rates, terms, and conditions of such Interconnection Agreement shall prevail as between Qwest and the CLEC party to such Interconnection Agreement."[4]

It is also mentioned that "if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC Interconnection Agreement, but would abridge or expand the rights of a party to such Agreement, the rates, terms and conditions of such Interconnection Agreement shall prevail as between Qwest and the CLEC party to such Agreement."[5]

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[3] See Arizona Corporation Commission Docket No. T-03406-A-06-0257, Docket No. T-01051B-06-0257 Qwest Corporation Direct Testimony of Jill Martain, August 28, 2006, on Page 8.
[4] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.
[5] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

This same language appears in CMP notices to inform CLECs receiving the notice that it does not apply to them if it conflicts with their Interconnection Agreements. Therefore, changes made through the CMP may affect some, but not all, CLECs depending on the terms of their Interconnection Agreements.[6]

Q. Please describe how CLECs request a change from Qwest.

A. CLECs can use the CMP to request two categories of changes; products/processes and system changes. A CLEC's product/process change proposal is submitted to Qwest via a Change Request through the cmDcr@qwest.com mailbox. Qwest then reviews the Change Request to obtain a high level understanding of the change being requested by the CLEC. Qwest subsequently schedules a call with the CLEC and Qwest representatives to clarify the request. The CLEC presents the proposed change at the next monthly CMP meeting. Afterwards, Qwest evaluates the Change Request in more detail and develops a draft response. In Qwest's response to the CLEC, it advises the CLEC whether the Change Request is accepted or denied. If the proposed change is denied, Qwest provides the CLEC with the reason for the denial.[7]

Q. What happens to the Change Request if it is accepted by Qwest?

A. If the proposed change is accepted by Qwest, at least one week prior to the next scheduled Monthly CMP Product/Process Meeting, Qwest will post its response to the Web, add the response to the CMP Database, and send all CLECs a notification via email. The Qwest response is presented at the next Monthly CMP Product/Process Meeting. Participating CLECs are provided the opportunity to discuss, clarify, and comment on Qwest's

[6] See Arizona Corporation Commission Docket No. T-01051B-06-0257, Docket No. T-03406-A-06-0257, Eschelon Telecom of Arizona,Inc. Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 16.
[7] See Direct Testimony of Jill Martain, August 28, 2006, on Page 8, lines 24-27.

response. Based on the comments received at the meeting, Qwest may revise its response and issue a modified response at the next monthly meeting. Within ten business days after the monthly meeting, Qwest will notify the CLECs of Qwest's intent to modify its response.[8]

If the CLECs accept Qwest's response, the following may result:

- The response answered the Change Request and no further action is required
- The response provided an implementation plan for a product/process to be developed
- Qwest denied the CLEC Change Request and no further action is required by the CLEC[9]

If the CLECs have accepted Qwest's response, Qwest will provide a notice of planned implementation of the pending change. Qwest will issue the notification at the time it intends to implement a CLEC originated change. More than one notification may be issued and may continue to be issued until the Change Request is closed. The notifications will adhere to the notification standards for Level 1, Level 2, and Level 3 changes. If the change is not specifically captured in the existing Level categories, or if the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification schedule. When the CLECs have determined that no further action is required, the Change Request will be closed.[10]

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[8] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.
[9] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.
[10] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.

Q. What are the reasons that Qwest may deny the CLEC's proposed Change Request?

A. Qwest may deny the proposed change for one or more of the following reasons:

- Technologically not feasible
- Regulatory or legal reasons prohibiting the change
- Outside the scope of CMP
- Economically not feasible
- Requested change does not result in a reasonably demonstrable business benefit to Qwest or the requesting CLEC or does not result in a customer service improvement[11]

Q. What happens to the Change Request if it is denied by Qwest?

A. If the Change Request is denied due to it being economically not feasible, the CMP Special Change Request Process may be invoked. Otherwise, all CLECs are notified of Qwest's response at least one week prior to the next scheduled monthly CMP Product/Process Meeting at which time Qwest will present the response. Participating CLECs are provided the opportunity to discuss, clarify, and comment on Qwest's response. Based on the comments received at the monthly CMP Product/Process Meeting, Qwest will notify the CLECs of Qwest's intent to modify its response.[12]

If the CLECs do not accept Qwest's response, any CLEC can escalate or dispute the Change Request in accordance with the CMP Escalation Process[13] or Dispute Resolution[14]

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[11] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.
[12] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.
[13] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 98-99.
[14] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 100.

Process. If the originating CLEC does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the Change Request. At that point any other CLEC may become responsible for pursuing the Change Request. Written notification must be provided to the Qwest CMP Manager at cmpcr@qwest.com. Qwest will make note in the status history of the interactive reports that the Change Request has been escalated. The Change Request status will reflect the stage of the Change Request as it progresses.[15]

If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at the present time, they may request Qwest to status the Change Request as Deferred. The Change Request will remain as Deferred and CLECs may reactivate the Change Request at a later date.[16]

Q. Are CLECs allowed an opportunity to participate in Qwest's development of an accepted proposed change request to a product or process?

A. Yes, when a Change Request is handled as a Level 4 change, CLECs are provided an opportunity to have input into the development of the change prior to implementation. Otherwise, CLECs are allowed a specified time period, between seven and fifteen calendar days depending on the level of change, to provide written comments on the Change Request notifications that are identified as Level 2, 3, or 4.[17]

[15] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.
[16] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 35-36.
[17] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 40-41 and 43-44.

Ad-hoc meetings are held as necessary to discuss the proposed change. The complexity of the change being requested determines the number of meetings to be held. Qwest notifies the CLECs via the CMP notification process when the process change is ready to be documented. The CLECs have the opportunity to formally comment on the proposed changes. At the close of the CLEC comment cycle, Qwest provides an official response to their comments through the CMP notification process.[18]

Q. What happens at the conclusion of the notification and comment period?

A. After the notification goes into effect, the Change Request moves into a CLEC test status where the CLECs and Qwest have an opportunity to test the proposed change request. The Change Request is then closed at the monthly CMP meeting when CLECs have determined that no further action is required for that Change Request.[19]

Q. Are there mechanisms in place that allow CLECs an opportunity to object to CMP changes?

A. According to the CMP, a CLEC may request a postponement of the proposed change, during a specified timeframe, until the issue is resolved in CMP or until it is resolved through the Dispute Resolution Process. The CMP also contains an Escalation Process that CLECs can use to object to a change. The Dispute Resolution Process is another option that allows Qwest or a CLEC to seek resolution of an item by taking it to arbitration or before a state commission. Qwest or a CLEC can also submit an Exception Request to the CMP for a change that is an exception to normal CMP processes. This type of change requires a vote of the CMP members. Each carrier including Qwest is entitled

[18] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 10-11.
[19] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 10-11.

to one vote in the CMP. An additional option is for Qwest or a CLEC to submit disputes to the CMP Oversight Committee for review.

Q. Are all change requests treated the same or are there different levels of changes?

A. The CMP identifies five levels of product/process changes. Change requests are categorized from Level 0 through Level 4 depending on the type and severity of the changes.[20] Each level involves a slightly different timeline for notification and implementation.

Q. Please describe all five levels of product/process changes as identified in the CMP.

A. **Level 0** changes do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notification. Some categories of Level 0 changes are: spelling corrections, punctuation, contact personnel title changes where contact information does not change, grammatical corrections, and hyperlink corrections within the documentation.[21]

Level 1 changes are time critical corrections to a Qwest product/process and do not alter CLEC operating procedures. Time critical corrections may alter CLEC operating procedures, but only if the Qwest product/process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notification. Some categories of Level 1 changes are: corrections, clarifications, or additional information that does not change the product/process, re-notifications issued within one hundred and eighty calendar days after initial notification, and Regulatory

[20] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.
[21] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

Orders that mandate a product/process change to be effective in less than twenty-one days.[22]

Level 2 changes have a minimal effect on CLEC operating procedures. Qwest provides notification of Level 2 changes at least twenty-one calendar days prior to implementation. Some categories of Level 2 changes are: contact information updates excluding time critical corrections, changes to a form that do not introduce changes to the underlying process, and documentation concerning existing processes/products not previously documented.[23]

Level 3 changes have a moderate effect on CLEC operating procedures and require more lead-time before implementation. Qwest should provide initial notification of Level 3 changes at least thirty-one calendar days prior to implementation. Some categories of Level 3 changes are: adding new features to existing products (excluding resale), modifying or changing an existing manual process, and expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale).[24]

Level 4 changes have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes are originated using the CMP Change Request process and provide CLECs an opportunity to have input into the development of the change prior to implementation. When the solution is designed and all documentation is available for review, Qwest will provide notification of Level 4 changes

[22] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.
[23] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.
[24] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.

at least thirty-one calendar days prior to implementation. If additional comments and responses are exchanged between the CLECs and Qwest, implementation may not occur until forty-five calendar days from the initial notification. Some categories of Level 4 changes are: new products, features, services (excluding resale), changes to CMP, new manual process, increasing an interval in Qwest's Service Interval Guide ("SIG") and limiting the availability and applicability or functionality of an existing product or existing feature.[25]

2.5 RELATIONSHIP BETWEEN THE CMP AND ESCHELON'S INTERCONNECTION AGREEMENT

Q. Please summarize Staff's understanding of Eschelon's Interconnection Agreement relative to the Expedite Process.

A. The current Qwest – Eschelon Interconnection Agreement allows for the mutual development of Expedite Procedures between Qwest and Eschelon. The Expedite Procedures are to be followed for service migrations and new customer additions when Eschelon determines that an Expedite is necessary to meet its obligations to its customer. The Qwest – Eschelon Interconnection Agreement indicates that Qwest shall provide Eschelon the capability to expedite a service order. The Agreement also allows Qwest the ability to charge a fee for the Expedite if Eschelon requests a due date earlier than the standard interval or earlier than the due date offered by Qwest.[26]

> 3.2.2.13 Expedites: U S WEST shall provide CO-PROVIDER the capability to expedite a service order. Within two (2) business hours after a request from CO-PROVIDER for an expedited order, U S WEST shall notify CO-PROVIDER of U

[25] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Pages 36-45.
[26] See Qwest – Eschelon Interconnection Agreement, Attachment 5, Section 3.2, Subsections 3.2.2.13, 3.2.4.2.1 and 3.2.4.4, Pages 13-14.

S WEST's confirmation to complete, or not complete, the order within the expedited interval.

3.2.4.2.1 If CO-PROVIDER requests a due date earlier than the standard due date interval, then expedite charges may apply.

3.2.4.4 Subsequent to an initial order submission, CO-PROVIDER may request a new/revised due date that is earlier than the committed due date. If U S WEST agrees to meet that new/revised due date, then that new/revised due date becomes the committed due date and expedite charges may apply.

Q. Did the Parties develop an Expedite Process as provided for in their Interconnection Agreement?

A. Existing Expedite Procedures were already in place and being used prior to April 28, 2000 when the Commission approved Eschelon's opt-in to the AT&T Interconnection Agreement in Arizona. The existing Expedite Procedures were later separately documented through the CLEC change notification on the Qwest wholesale website as Version 1 ("V1") of the Expedites and Escalation Overview in Qwest's PCAT.[27]

Q. Describe how the Expedite Process existed at V1.

A. When the Qwest - Eschelon Interconnection Agreement was signed, there was an existing Expedite Process in place which covered both Design and Non-Design Products without an expedite fee for certain emergency conditions. See Attachment 2.

Q. Have other versions of the Expedites and Escalation Overview evolved over time through CMP? If so, please describe those changes relevant to the Expedite Process.

A. Several changes to the Expedites and Escalation Overview have transpired over time. Those changes relevant to the products and criteria referenced in the Complaint are

[27] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

contained in the Versions indicated below.[28] However, the versions in dispute and most relevant are V1, V11, V27, and V30. The Expedites and Escalation Overview Process has reached V42 as of December 4, 2006.

Version 1 ("V1") documented the existing Expedite Process. This formally documented the process for the CLECs on the Qwest Wholesale Website.[29] This was handled via a CLEC product notification with an announcement date of September 20, 2001, effective immediately.[30]

Version 6 ("V6") added the expedite reason for medical emergencies that was not previously documented. V6 clarified and added additional information on how to expedite a service request. This version also added a link to the Local Service Ordering Guide ("LSOG"). This was handled as a Level 2 change notification.[31] The CLEC notification date was May 6, 2003 with an implementation date of May 27, 2003.

Version 8 ("V8")[32] added more clarity between the two processes for escalations vs. expedites. The request and eligibility processes were defined in more detail under the Expedites subsection. Contact information was updated and additional information was added regarding what type of action occurs depending on the type of service on the account. This was handled as a Level 2 change notification.[33] The CLEC notification date was April 8, 2004 with an implementation date of May 25, 2004.

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[28] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.
[29] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.
[30] See Qwest Corporation Document Number PROD .09.20.01.F.00087.F.BFR SR.POA LOA. Expedites.
[31] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.
[32] See Attachment 3, Expedites and Escalations Overview V8.
[33] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

Version 11 ("V11")[34] was the original Covad request for the capability to expedite a request when the situation does not meet the emergency criteria. This was Change Request number PC 021904-1. Covad sought an option to expedite orders that did not meet the emergency criteria that was already in place in the existing process. This was an option that Covad was willing to pay an additional charge for in order to obtain an Expedite.[35]

Qwest made changes in two phases. In response to Covad's change request, Qwest created the Pre-Approved Expedite Process. This process allowed CLECs the opportunity to receive an expedited due date regardless of the reason. If the CLEC chose this process, they also signed an amendment to their Interconnection Agreement to include language for Expedites with a per day expedite fee. With the introduction of the new Pre-Approved Expedite Process, Qwest renamed the existing process to the Expedites Requiring Approval Process to create a distinction between the two processes. In the second phase of the Change Request, Qwest was looking at the existing reasons that an Expedite would be granted at no cost. Those changes were eventually made in Version 22 ("V22"). This Change Request was handled as a Level 3 change notification.[36] The CLEC notification date was June 29, 2004 with an implementation date of July 31, 2004. The $200 per day expedite fee was added to Qwest's Price Cap Tariff effective August 5, 2004. Each CLEC was impacted by the new fee following their acceptance of an amendment to their Interconnection Agreement. The impact of V11 is illustrated in Attachment 5.

[34] See Attachment 4, Expedites and Escalations Overview V11.
[35] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A; on Page 5.
[36] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

Version 17 ("V17") advised CLECs that an amendment is not required for Resold Design Products. For those types of products, the Expedite Process described in the individual Retail State Tariffs would be utilized, therefore, those requests would automatically be included in the Pre-Approved Expedite Process. This was handled as a Level 3 change notification.[37] The CLEC notification date was January 10, 2005 with an implementation date of February 11, 2005.

Version 19 ("V19") clarified that if an expedited due date is missed due to Qwest reasons that expedite charges would not apply. It also clarified that if an expedited order is delayed on the due date that Qwest will work with the CLEC to obtain the best due date possible and expedite charges would not apply. This was handled as a Level 1 change notification.[38] The CLEC notification date was February 15, 2005 with an effective date of February 16, 2005.

Version 22 ("V22") added three new reasons to the original list under the Expedites Requiring Approval Process in which Qwest would grant Expedites. Language was also added relative to providing service order number information that caused the expedite condition. This was handled as a Level 3 change notification.[39] The CLEC notification date was May 9, 2005 with an implementation date of June 16, 2005.

Version 24 ("V24") changed the Pre-Approved Expedite Process to bill expedite charges per Access Service Request ("ASR")/Local Service Request ("LSR") rather than per order. For expedited due date requests on delayed orders, Qwest revised its Expedite

[37] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.
[38] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.
[39] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

Process to only bill expedite charges if the request for an expedited due date results in Qwest incurring additional costs to improve the Ready For Service ("RFS") date. These changes were handled as a Level 3 change notification.[40] The CLEC notification date was June 13, 2005 with an implementation date of July 18, 2005.

Version 27 ("V27")[41] added 2w/4w Analog Unbundled Loops and Port In/Port Within requests to the list of products to be included in the Pre-Approved Expedite Process that were previously listed as exceptions, thus removing these products from the Expedites Requiring Approval Process where an Expedite was completed at no additional charge when the Emergency conditions were met.[42] The resulting effect was that the 2w/4w Analog Unbundled Loops were moved from the Expedites Requiring Approval Process to the Pre-Approved Expedite Process where an expedite charge applied. This change was handled as a Level 3 change notification. The CLEC notification date was September 12, 2005 with an implementation date of October 27, 2005. The impact of V27 is illustrated in Attachment 7.

Version 29 ("V29") was intended to add clarity to some of the expedite reasons that are included in the Expedites Requiring Approval Process. Due to objections by Eschelon regarding the level of change assigned and the effect the clarifications would actually have on CLEC's, Qwest retracted this change notice. No change to the current process resulted. This change was attempted as a Level 1 notification.[43] The CLEC notification date was October 17, 2005 but was retracted on October 18, 2005. Version 28 ("V28") remained in effect.

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[40] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.
[41] See Attachment 6, Expedites and Escalations Overview V27.
[42] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A, on Page 8.
[43] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.

Version 30 ("V30") changed the process to require expedite language in a CLEC's Interconnection Agreement where Expedites are associated with a per day expedite charge for products included in the Pre-Approved Expedite Process.[44] For products other than resold design products and if the CLEC's Interconnection Agreement does not contain the appropriate expedite language, Qwest would no longer grant the expedite request unless it was due to a Qwest caused reason. This change was handled as a Level 3 change notification. The CLEC notification date was October 19, 2005 with an implementation date of January 3, 2006.

The notification of V30 changes was made prior to V27 changes being updated in the PCAT. Therefore, the notification for V30 did not reflect the V27 change to add 2w/4w Analog Unbundled Loops to the UBL service category.[45] This created confusion, even amongst Staff, in trying to decipher which products, especially 2w/4w Analog Unbundled Loops, were being affected by the changes made in V27 and V30. This is further illustrated in Attachment 9.

Q. How are design and non-design services defined?

A. Staff was unable to find a definition of design or non-design services in Qwest's intrastate tariffs. Staff was, however, able to find a definition of Designed Services in Qwest's Advanced Communications tariff for New Mexico. The definitions in the New Mexico tariff are included in Attachment 5 and Attachment 7.

[44] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 18-22.
[45] See Direct Testimony of Bonnie J. Johnson, July 13, 2006; Exhibit BJJ-A, on Page 11.

Q. Please describe the Expedite Process as it existed until the disputed V27 and V30 changes.

A. Beginning with V11, expedites followed one of two processes, depending on the product being requested and the language in the CLEC's Interconnection Agreement. If the Expedite request is for a product on the Pre-Approved Expedites product list and the CLEC's Interconnection Agreement contains language supporting expedited requests with a per day expedite rate, then the requested Expedite does not need approval. The Pre-Approved Expedites product list includes designed products such as:

- Unbundled loops ("UBL") (except 2w/4w analog loops)
- Unbundled digital trunks ("UBL DID")
- Unbundled digital trunk facility ("UBL DS1")
- EELs ("UNE-C PL")
- Several UNE-P Products
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber[46]

If the Expedite request is for a product that is not on the defined product list, or the CLEC's Interconnection Agreement does not support a per day expedite rate, then the Expedite follows the Expedites Requiring Approval Process.[47]

The Expedites Requiring Approval Process pertains to those products not listed in the Pre-Approved Expedites product list. This includes non-designed products such as Plain Old Telephone Service ("POTS"), Centrex, or DSL service. Also, if the CLEC's Interconnection Agreement does not contain, or has not been amended to include, language for Expedites with a per day expedite rate for those specified design services the

[46] See Attachment 6, Expedites and Escalations Overview V27.
[47] See Attachment 6, Expedites and Escalations Overview V27.

Expedites Requiring Approval Process pertains. Expedite charges are not applicable with the Expedites Requiring Approval Process. An Expedite Requiring Approval is granted for any of the following conditions:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where the end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service is necessary for end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meets any of the above-mentioned conditions
- National Security
- Business classes of service are unable to dial 911 due to previous order activity
- Business classes of service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected[48]

Q. Do any of the above-mentioned conditions apply to the particular Eschelon customer's expedite order referenced in this Complaint?

A. Yes. The customer's expedite order referenced in this Complaint definitely falls under the conditions where the end-user is completely out of service (primary line). Due to the nature of the customer, the order could also be classified as a medical emergency.[49]

[48] See Attachment 6, Expedites and Escalations Overview V27.
[49] See Attachment 8, Eschelon Customer Letter, dated March 17, 2006; also See Arizona Corporation Commission Docket No. T-01051B-06-0257, Docket No. T-03406A-06-0257, Eschelon Telecom of Arizona, Inc. Complaint, April 14, 2006, on Page 9, Paragraph. 23.

Q. Were unbundled loops included among the products and services available for Expedite at no additional charge under the original Expedite Process?

A. Yes, Qwest provided the capability under the Qwest – Eschelon Interconnection Agreement to order Expedites for several products, including all unbundled loops, at no additional charge when the Emergency Conditions were met under the original Expedite Process. If one of the Emergency Conditions were met, Qwest's practice was to expedite the order in question when resources were available, regardless of the products for which the Expedite was sought. If none of the conditions were met, the Expedite request would be denied and the standard installation interval or the original due date would be applied.[50]

Q. How did Qwest determine that it could require an amendment to the Interconnection Agreement by modifying the Expedite Process through CMP?

A. Qwest found that some CLEC Interconnection Agreements had existing expedite language in the Local Interconnection Service ("LIS") section that referred the CLEC to Qwest's individual Intrastate Access Tariffs. However, there was no such language for the other products such as Unbundled Network Elements ("UNE"). In addition, many of the rates in the CLEC Interconnection Agreements for expedite charges were shown as To Be Determined. Qwest concluded that the CLEC Interconnection Agreements should be amended to include language for the other design services similar to that of the LIS section and a specific rate with a reference to the process. This would allow Qwest the ability to charge the $200 per day expedite fee and change the process to be in parity with the rest of Qwest's customer base who order services that follow the designed services flow. This analysis resulted in the development of the expedite amendment, which Qwest now includes in its new Interconnection Agreement templates. The amendment included a

[50] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 11.

reference to the Expedite and Escalations Business Procedure for the process and included a rate sheet for the $200 per day expedite fee.[51]

2.6 RELATIONSHIP BETWEEN THE CMP AND THE PCAT

Q. Please summarize Staff's understanding of the CMP relative to the PCAT.

A. The CMP provides a means to address changes to the processes and procedures contained in the PCAT. The processes and procedures are necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing, maintenance and repair services from Qwest.

Q. Does the current Qwest – Eschelon Interconnection Agreement make reference to the CMP or the PCAT?

A. Staff is unable to locate any reference to the CMP in the current Qwest – Eschelon Interconnection Agreement. The PCAT is referenced in Attachment A of the Amendment for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts.[52] Attachment 1 of the Collocation Decommission Amendment also makes reference to the PCAT.[53]

3. STAFF'S ANALYSIS OF THE ISSUES

Q. Has Staff reviewed the Eschelon – Qwest Interconnection Agreement?

A. Yes, Staff has reviewed the Interconnection Agreement originally negotiated between US WEST and AT&T. This is the same Interconnection Agreement that Eschelon opted into with Qwest and was approved by the Commission on April 28, 2000.

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[51] See Direct Testimony of Jill Martain, August 28, 2006, on Pages 25-26.
[52] See Qwest – Eschelon Interconnection Agreement, Attachment A of the Amendment to CDS-000106-0212 for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts, January 24, 2005, on Page 1.
[53] See Qwest – Eschelon Interconnection Agreement, Attachment 1 of the Amendment to CDS-000106-0212 for Collocation Decommission, February 5, 2002, on Page 3.

Q. Please summarize Staff's understanding of the Qwest – Eschelon Interconnection Agreement relative to general repair requirements.

A. Attachment 5 of the Qwest – Eschelon Interconnection Agreement contains language indicating that Qwest shall provide Eschelon with the same level of maintenance support as Qwest provides itself.[54] The repair interval would be applicable if Qwest had disconnected the customer in error. In this particular case, Eschelon erred by ordering a disconnect. Qwest then put the customer back in service the first time, but Qwest then disconnected the customer a second time which leads Staff to believe there may have been a timing difference between the repair and ordering systems.

Q. How is this language relevant to the Complaint brought before the Commission?

A. Eschelon's Complaint addresses the refusal by Qwest to provide repairs for disconnects in error. Staff believes that the general repair provisions are irrelevant to this Complaint because Eschelon did in fact place an order with Qwest to disconnect the customer's circuit. Therefore, there was no Qwest caused error that resulted in a disconnection that would bring the disconnect in error repair intervals into play.

Q. Does the current Qwest – Eschelon Interconnection Agreement contain an expedite fee?

A. Schedule 1 of Attachment 1 in the Qwest - Eschelon Interconnection Agreement does not currently contain an expedite fee.

[54] See Qwest – Eschelon Interconnection Agreement, Attachment 5, Section 6.2, Subsection 6.2.1.1, Page 46.

Q. Can changes be made to the Expedite Process contained in the Expedites and Escalation Overview?

A. Staff understands that some changes can be made to the Expedite Process through the CMP. Staff agrees with Eschelon and Qwest that rates and the application of rates are outside the scope of the CMP process.[55]

Q. Does the CMP overrule the provisions in the Interconnection Agreement?

A. No, as stated earlier the rates, terms, and conditions set forth in any CLEC Interconnection Agreement between the CLEC and Qwest shall prevail when there is a conflict with the changes implemented through CMP and the provisions of the Interconnection Agreement.[56]

Q. Was the change request pertaining to the disputed Expedite Process change initiated originally by Qwest or a CLEC?

A. The change request was initiated by Covad as an enhancement to the existing Expedite Process that was already in place and being utilized for the past six years. Covad sought an option to expedite orders that did not meet the emergency criteria that was already in place in the existing process. This is an option that Covad was willing to pay an additional charge for in order to obtain an Expedite.

Q. What level of change was the disputed Expedite Process change classified?

A. Staff understands that the Expedite Process change was treated as a Level 3 change.

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[55] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 17; See Direct Testimony of Jill Martain, August 28, 2006, on Page 29.

[56] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

Q. Did other CLECs besides Eschelon object to the V27 and V30 changes to the Expedite Process?

A. Yes, several CLECs, such as Covad, McLeodUSA, Integra, and PriortyOne, also objected to the V27 and V30 changes.[57] Following is an example of a CLEC CMP objection provided to Qwest on November 3, 3005 by Integra:

"Integra objects to Qwest proposed change to remove the existing approval required expedite process for designed products. When Integra signed the Qwest Expedite Amendment we were not advised that by signing the amendment it would change the current Expedites Requiring Approval process. We signed the amendment believing that this would ADD to our options of having an order completed outside the standard interval. When Integra signed the amendment UBL DS0 loops were not included as a product on the list of products in the "Pre-Approved Expedites" list. When the UBL DS0 was added to this list Integra did not comment at that time, we still believed the Expedites Requiring Approval process was in place for our use."[58]

Q. How were the objections of those CLECs handled by Qwest?

A. Qwest's response, dated November 4, 2005, to McLeodUSA's October 27, 2005 objection and written escalation regarding V27 changes, indicated that the 15-day comment review period ended at 5:00PM, MT on September 27, 2005. Qwest only received one comment associated with this change during the comment period regarding the rate and Qwest responded to that comment on October 12, 2005. Qwest indicated that on September 12, 2005 it sent notification out to the CLEC community along with a summary of the changes that were to occur and a redlined copy of the updated PCAT.[59]

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[57] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 24; and in Exhibit BJJ-A, on Page 13.
[58] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 24; and in Exhibit BJJ-A, on Page 13.
[59] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document No. 000129.

McLeodUSA's comment dated November 1, 2005, indicated confusion with the changes that were occurring with the V27 and V30 changes. Qwest responded with clarification that the V27 change was already in effect and that V30 was changing the process to require expedite language in the customer's Interconnection Agreement when an expedite is requested for products that follow the designed services flow.

Qwest also clarified that products that follow the designed services flow will not be part of the Expedites Requiring Approval process except in the state of Washington.[60] On November 3, 2005, Covad requested clarification on the V30 change regarding availability of expedited services in the state of Washington. Qwest responded that the Expedites Requiring Approval Process will still be available in the state of Washington in V30.[61]

Qwest responded to Eschelon's objections to V30, dated November 3, 2005, stating that it met its commitment to Covad's Change Request and utilized the appropriate CMP notification processes to notify CLECs of the pending changes.

PriorityOne also objected to the V30 process change that will remove the existing Expedites Requiring Approval Process for design products when the CLEC signs the expedite amendment. PriorityOne stated that it will negatively impact PriortyOne and its customers. Qwest responded that the V30 change is to create consistencies across Qwest's entire customer base for products that follow the designed services flow.[62]

[60] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document Nos. 000123 and 000124.
[61] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document No. 000127.
[62] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document No. 000127.

Integra also objected on November 3, 2005 to Qwest's V30 change. Integra was not advised that by signing the expedite amendment it would change the current Expedites Requiring Approval Process. Integra signed the amendment believing that this would add to its options of having an order completed outside of the standard interval. When the amendment was signed, unbundled DS0 loops were not included on the list of products in the Pre-Approved Expedites list. When unbundled DS0 loops were added to the list Integra did not comment at the time believing the Expedites Requiring Approval Process was in place for its use.[63]

Qwest responded that Integra was not advised that by signing the amendment it would change the Expedites Requiring Approval Process for two reasons. The first being that when the amendment is signed the CLEC is automatically included in the Pre-Approved Expedite Process and the Expedites Requiring Approval Process is not applicable any longer for the products identified in the Pre-Approved Expedite section of the PCAT. The second reason relates to the language that was added to the PCAT in V11 where an Expedite follows one of two processes, depending on the product being requested and the language in the CLEC's Interconnection Agreement.[64]

Q. What is Staff's response to Eschelon allegation that Qwest's Expedite Process is discriminatory?

A. Based on the facts of this case, Staff does not support a finding of discrimination. Staff has concluded that there is no "retail analogue" for expedites of the installation of unbundled loops. Staff has also concluded that there are no current requirements in the

[63] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document Nos. 000127 and 000128.
[64] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, Exhibit BJJ-A-7; Document Nos. 000127 and 000128.

Qwest Performance Assurance Plan that specifically address the expedite process. Therefore, there are no performance measurements or benchmarks. The Qwest Performance Assurance Plan ("PAP") incorporates performance measurements that ensure Qwest's service performance to competitors can be measured and monitored so that any degradation of the agreed upon level of service is detected and corrected. Performance measurements were developed in the 271 collaborative workshops. Each of the measurements have been given a precise definition, called a Performance Indicator Definition ("PID"), that includes specification of the unit of measure, the data to be utilized in the measurement, and the standard. The standard may be a parity comparison of CLEC service performance with the Qwest retail analogue. When no retail analogue exists, the standard is a benchmark.

Q. Does Qwest have complete authority to close a Change Request and implement the changes regardless of CLEC opposition?

A. No. Chapter 5 of the CMP indicates that "the Change Request will be closed when CLECs determine that no further action is required for that Change Request."[65] Based on the pending objections by various CLECs to the V30 changes, the Change Request should still be open and implementation postponed.

As discussed earlier in this testimony, CLECs have other options available to them if they do not accept Qwest's response. CLECs can choose to escalate or dispute the Change Request in accordance with the CMP Escalation Process or Dispute Resolution Process. CLECs may also request that Qwest defer the Change Request until a later date.

[65] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 36.

Q. Does Staff believe that Qwest was correct in refusing to expedite in this case because Eschelon did not sign an amendment to its Interconnection Agreement?

A. No, for several reasons. First, the CMP clearly states that when there is a conflict between the Interconnection Agreement and the CMP, the Interconnection Agreement prevails.[66] Here there was clearly a change to the Expedite Process that abridged Eschelon's rights under its existing Interconnection Agreement. Therefore, Eschelon was entitled to continue to operate under its current agreement and the process contemplated therein. Second, this change was represented by Qwest as an optional process which would not abridge CLEC's rights under their current Interconnection Agreements. Clearly, this was not the case when Qwest implemented the process under objections. However, CLECs should not be forced into signing the amendment, since it is an optional product/process Qwest proposes to make available to the CLECs.

Q. Could Qwest have utilized the dispute resolution process contained in the Qwest – Eschelon Interconnection Agreement rather than simply refusing to expedite in this particular case?

A. Yes. The Qwest – Eschelon Interconnection Agreement contains dispute resolution provisions allowing the Parties the option of seeking resolution by way of arbitration if negotiation is unsuccessful.[67] Qwest should have expedited the request first and then followed up afterwards with the dispute resolution process. Clearly, [Named Customer] should have been thought of first; especially given the nature of the customer's business.

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[66] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.
[67] See Qwest – Eschelon Interconnection Agreement, Part A, Section 27, Subsection 27.1, Page 23.

Q. Does the SGAT have any relevance in this Complaint?

A. Staff understands that the SGAT was designed to allow individual CLECs an alternative to negotiating an individual Interconnection Agreement with Qwest, or adopting an existing approved Interconnection Agreement between Qwest and another CLEC.[68] Since Eschelon opted into the existing Qwest and AT&T ICA, the terms and conditions of the Interconnection Agreement would apply.

Q. What is the status of the number of CLECs that have signed or have not signed an expedite amendment to its Interconnection Agreement?

A. [REDACTED]

Q. What does Staff recommend with respect to other CLECs who signed the amendment believing the amendment to be an optional process which did not abridge their rights under their existing Interconnection Agreements or who were forced into signing the amendment?

A. Qwest should be required to notify the CLECs that the process contained in the amendment to the Interconnection Agreement, as a result of V27, will be treated as an optional process by Qwest and will not abridge their rights under their existing Interconnection Agreements.

Q. Please summarize Staff's position.

A. According to August 28, 2006 direct testimony submitted by Qwest witness, Jill Martain, existing Expedite Procedures were already in place and being used prior to April 28, 2000 when Eschelon opted into the AT&T Interconnection Agreement in Arizona. In Qwest's

[68] Qwest Arizona SGAT - Fourteenth Revision, August 29, 2003, Section 1, Page 1, Subsection 1.5.

Answer to Eschelon's Complaint filed on May 12, 2006, Qwest takes the position that expedite methods were further developed in the CMP between Qwest and the industry. Eschelon's opt-in to the AT&T Interconnection Agreement occurred on April 28, 2000 when existing Expedite Procedures were already in place.

Staff recognizes that Qwest went out of its way by allowing extra time for the CLECs to prepare for the changes to V30. Staff also acknowledges Qwest's additional attempt to help clarify the V30 changes and address any CLEC questions.[69] But since CLEC Interconnection Agreements are voluntarily negotiated or arbitrated, an alternative Qwest may have chosen, rather than trying to force Eschelon into signing an amendment, could have been to take the issue to arbitration under the terms of the Qwest – Eschelon Interconnection Agreement.

By denying Eschelon the capability to Expedite an order without signing an amendment to the Qwest – Eschelon Interconnection Agreement, Staff believes that Qwest did not adhere to the terms and conditions of the current Qwest – Eschelon Interconnection Agreement pursuant to the language contained in Attachment 5, paragraph 3.2.2.13 of the Agreement. When Qwest denied Eschelon the ability to expedite a service order to reconnect a customer without signing an amendment to the current Qwest – Eschelon Interconnection Agreement, Qwest took away the capability that the Agreement allows. An Expedite Process was already in place and being utilized prior to April 28, 2000. Even though Qwest had the option to charge an additional expedite fee, it chose not to as long as the Expedite request met certain Emergency criteria. In addition, no specific expedite rate was agreed to in the Qwest – Eschelon Interconnection Agreement. That Process was

[69] See Direct Testimony of Jill Martain, August 28, 2006, on Page 26.

later documented through the CLEC change notification on the Qwest wholesale website. Five years later, under the same Qwest - Eschelon Interconnection Agreement Qwest has changed the Expedite Process and implemented a $200 per day expedite fee.

The dispute resolution process mentioned in the Qwest – Eschelon Interconnection Agreement under Rates and Charges in Attachment 1, Section 1.2, may not concern service disruption but it would apply to Eschelon's ability to seek dispute resolution to recover the $1,800 fee that was charged by Qwest in this case to expedite an order to reconnect service for an Eschelon customer.

The Interconnection Agreement between Eschelon and Qwest allows for mutual development of an Expedite Process. This Agreement also allows Qwest the ability to impose a fee for expediting the order. However, the existing process was memorialized in V1 of the Expedites & Escalations Overview Process. In V1, Qwest did not impose any charge in expediting orders for loops when certain circumstances were met. In addition, Eschelon has indicated that the Expedite Process was "known and in use by mutual agreement"[70] when the Commission approved the Qwest – Eschelon Interconnection Agreement on April 28, 2000. The process at that time allowed Expedites on all products/services (including unbundled loops) at no additional charge when the situation met the specific Emergency conditions/criteria and resources were available. Disconnects in error caused by the CLEC were also expedited. Eschelon and other CLEC's utilized this process. Qwest updated its website with the existing process on September 22, 2001.

[70] See Direct Testimony of Bonnie J. Johnson, July 13, 2006, on Page 10, line 11.

When Covad requested another optional product, Qwest instead created two separate Expedite Processes, one for Expedites Requiring Approval and another for Pre-Approved Expedites. The product/process request proposed by Covad was a request for another service not a modification or discontinuation of the current process. The changes made by Qwest resulted in a limitation to the availability of an existing product rather than an expansion to the availability of an existing product.

Even though Qwest created two separate Expedite Processes in its V11 change, Eschelon did not experience a problem expediting orders for unbundled loops until the V30 changes demanded signing of an amendment to their current Interconnection Agreement with Qwest before Qwest would perform the Expedite. The V30 change to the Expedite Process should have actually been handled as a Level 4 change rather than a Level 3 change. As a Level 4 change, CLECs are allowed an opportunity to have input into the development of the change prior to implementation. Eschelon indicated that CMP is largely one-sided. CLECs have the opportunity to submit objections to proposed changes but Qwest makes the final decision in implementing a change unless the CLEC takes the issue to dispute resolution.

Eschelon and other CLEC's have participated in CMP. Eschelon has participated on a regular basis to keep abreast of any changes that may affect Eschelon's business. Even though Eschelon's behavior may indicate acknowledgement of the process, language placed in the CMP states that "in cases of conflict between the changes implemented through this CMP and any CLEC Interconnection Agreement,,, the rates, terms, and

conditions of such Interconnection Agreement shall prevail…".[71] The CMP notices issued by Qwest to the CLECs contain similar language.[72]

4. RECOMMENDATIONS

Q. What are Staff's specific recommendations?

A. Staff recommends the following on the issues included in Eschelon's Complaint:

(1) Qwest should continue to support the same Expedite Process that has been used in the past, previous to V11, for all products and services (including unbundled loops) if the order meets any of the Emergency criteria or conditions or where the customer's safety may be an issue if the Expedite is not processed. This is the same Expedites and Escalations Overview Process contained in the PCAT that has been in place and utilized by CLECs since at least September 20, 2001. Processing of the Expedites shall not require an amendment to the Qwest – Eschelon Interconnection Agreement nor should an additional charge be applied beyond the standard installation charge.

(2) Qwest should continue with the enhancement to the Expedites & Escalations Overview Process, as originally requested by Covad, offering an option to CLECs to expedite orders when the situation does not meet the emergency criteria or conditions. This option should be offered to all CLEC's via an amendment to the CLEC's current Interconnection Agreement and may involve a charge when the option is utilized by the CLEC.

(3) Qwest should reimburse Eschelon the $1,800 plus interest (if applicable) that was charged to Eschelon in the customer event cited as part of this Complaint.

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[71] See Direct Testimony of Jill Martain, August 28, 2006, Exhibit JM-D2; Qwest Wholesale Change Management Process Document-01-30-06, on Page 14.

[72] See V11 Notice, July 15, 2004, "Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party."

(4) Eschelon should implement a training or refresher training program for its representatives stressing the importance of accuracy when ordering changes to its customer's service in order to try to avoid or minimize unnecessary customer service outages.

(5) Qwest should include a definition of designed and non-designed services in its Arizona tariffs.

(6) Qwest and the CLECs should include expedites of the installation of Unbundled Loops in their Interconnection Agreement negotiations.

(7) Staff recommends that a performance measurement for expedites of Unbundled Loops be developed through CMP and that the rate(s) for expedites be considered as part of the next cost docket[73].

Q. Does this conclude your direct testimony?

A. Yes, it does.

[73] In The Matter Of Investigation Into U S West Communications, Inc.'s Compliance With Certain Wholesale Pricing Requirements, Docket No. T-00000A-00-0194.

Chronology: AZ Request for Repair and/or Expedite – Rehabilitation Center Customer

1. 3/8/06 - Eschelon began working on the End User Customer's request to keep the phone number that was currently associated with its analog 2-wire unbundled loop but point the number instead (using a DID number) to the End User Customer's DS1 capable loop to allow the End User Customer's analog 2-wire unbundled loop to be disconnected. The 911 capability for the individual rooms of the children and adults with disabilities at the rehabilitation center is on the DS1 capable loop. As part of processing this request, Eschelon submitted a Local Service Request (LSR) (PON AZ657718CAR/LSR ID 17114755) intended[1] to disconnect the analog 2-wire unbundled loop. Eschelon requested a disconnect date of 3/15/06.

2. 3/8/06 – Qwest sent Eschelon an FOC confirming Eschelon's requested due date of 3/15/06. Qwest assigned service order number D49232945 to the disconnect order Qwest issued. On or about 3/8/06, Qwest also sent a Pending Service Order Notification (PSON). When the PSON information matches the information in the LSR, no flags are raised. PSON comparisons highlight discrepancies in information, and there was no discrepancy here because the PSON reflects the information in the LSR.[2]

3. 3/15/06 - Qwest disconnected the End User Customer's T-1 facility on 3/15/06 and Qwest sent Eschelon a completion notice for the disconnection of the circuit on 3/15/06 at 10:02 AM[3].

4. 3/15/06 – The End User Customer contacted the Eschelon Repair Service Bureau (RSB) at 10:20 AM. The End User Customer told Eschelon its service was not working. Eschelon performed trouble isolation and determined the End User Customer's T1 was out of service. Eschelon trouble isolation indicated the trouble was in the Qwest network.[4] The Eschelon RSB coordinator opened a Qwest repair ticket via CEMR[5] at 10:23 AM. Qwest assigned Qwest repair ticket number OC125098. Qwest told Eschelon that Qwest found a missing cross connect in the Qwest Central Office. Qwest repaired the missing cross connect at 10:32 AM. When Qwest reconnected the missing cross connect, the End User Customer's service was restored. Qwest called Eschelon and told Eschelon that Qwest repaired the cross connect and restored the End User Customer's service. Eschelon asked Qwest to hold the repair ticket open for 24 hours. Qwest agreed to do so.

5. 3/16/06 – Twenty-four hours later, the Qwest CEMR Report History shows that, as of 10:35 AM: "Unable to close TKT Properly/DISC=D49232945." This statement indicates that Qwest repair was unable to close the repair ticket properly in the Qwest

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[1] As indicated below (in chronological order), Eschelon later learned that a different circuit was disconnected. As of 3/8/06, however, the status was that Eschelon intended to disconnect the analog 2-wire unbundled loop and was operating under the assumption that this is what it requested (until later learning of the error).

[2] *See* footnote 1.

[3] All times noted are MST unless indicated otherwise.

[4] *See* footnote 1. Eschelon was unaware of the error at this time.

[5] Qwest's Customer Electronic Maintenance and Repair (CEMR) electronic interface (http://www.qwest.com/wholesale/systems/cemrandrce.html) for submitting trouble reports.

systems after holding the ticket open for 24 hours because, at least by that time, Qwest identified that a disconnect order had been completed for the circuit. The Qwest CEMR Circuit History indicates that Qwest canceled the repair ticket at 10:35 AM.

6. 3/16/06 - The End User Customer contacted the Eschelon Repair Service Bureau (RSB) at 11:26 AM and told Eschelon it was out of service again. Eschelon performed trouble isolation and determined the End User Customer's T1 was out of service. Testing indicated the trouble was in the Qwest network. Eschelon attempted to open a repair ticket with Qwest in CEMR. CEMR rejected the request with an edit "no circuit found on host." Eschelon called Qwest repair center and asked to open a repair ticket on the DS1 capable loop. During the call, Qwest repair told Eschelon there was a disconnect order placed against this circuit and said Eschelon would have to submit a new order to Qwest to restore the service. The Eschelon RSB related this information to the Eschelon customer service group.

7. 3/16/06 – The Eschelon customer service group determined Eschelon had submitted an order to Qwest, in error, to disconnect the circuit. Although Eschelon intended to disconnect the analog 2-wire unbundled loop, Eschelon had inadvertently used the circuit identification (ID) number for the same End User Customer's DS1 capable loop. An Eschelon Customer Service Manager contacted the End User Customer at 3:30 PM CDT and acknowledged Eschelon's misktake, telling the End User Customer that Eschelon had disconnected the End User Customer service in error. He also told the End User Customer that Qwest said Eschelon would have to order new service from Qwest to restore the End User Customer's service.

8. 3/16/06 - Eschelon submitted an LSR (PON AZ657718T1FAC/LSR ID 17192206) at 4:37 PM to order a new DS1 Capable loop. Eschelon requested a due date of 3/23/06.[6]

9. 3/16/06 – Qwest sent Eschelon an FOC at 5:09 PM and confirmed Eschelon's requested due date of 3/23/06. Qwest issued service order number N49828418.

10. 3/16/06 (Thursday) – Day ends, and rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

11. 3/17/06 – Per Qwest's documented process,[7] Eschelon called the Qwest call center to open a Qwest tier one escalation ticket (25903100) to request an expedite. The Qwest

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[6] Eschelon requested a due date of 3/23/06, which is 5 business days. Qwest's Expedite Requiring Approval process (http://www.qwest.com/wholesale/clecs/exescover.html) provides two options for a CLEC to request an expedite: "1.) Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center; 2.) Submit the request with a due date interval from our SIG (Service Interval Guide) or your ICA and then call the Qwest Call Center." Eschelon used the second option. Qwest's standard interval for a DS1 loop per Qwest's SIG (http://www.qwest.com/wholesale/guides/sig/index.html) is five (5) days.

[7] As indicated in the previous footnote, Qwest's process allows CLEC to first submit the order for the full interval and then call to expedite it. ("Submit the request with a due date interval from our SIG (Service

escalation representative (Connie at 612-349-2314) denied Eschelon's request to expedite the DS1 capable loop order installation date.

12. 3/17/06 - Eschelon called the Qwest call center to open a Qwest tier two escalation ticket (25903113) to escalate the denial of Eschelon's expedite request. Qwest said it would check and call back.

13. 3/17/06 – At 1:35 PM CDT, Ronda Knudson escalated the denial of the expedite request to Qwest tier four escalation (Jean Novak, Director of Service Management at Qwest for Eschelon's account).[8] Jean Novak told Ronda Knudson that Eschelon must sign Qwest's expedite contract amendment before Qwest would expedite the due date. Ronda Knudson explained the nature of the business and critical need for service to this End User Customer to Jean Novak. Ronda Knudson told Jean Novak that Eschelon would be sending Qwest a letter from the End User Customer outlining the medical nature of the residents at this center and the urgent need for service.

14. 3/17/06 – At 2:19 PM, 2:25 PM and 2:35 PM (all CDT), Ronda Knudson again escalated the denial of the expedite request to both Tier 2 and Tier 4, requesting status on the expedite/escalation. Ronda Knudson told Jean Novak that Eschelon would pay Qwest the expedite charge Qwest was asking ($200 per day expedited).

15. 3/17/06 – At 3:22 PM CDT, Jean Novak left Ronda Knudson the following voice mail: "Rhonda, this is Jean we need to have the order number that took this customer out of service so we can see if that facility is still available. Would you give me a call on 218.290.9414. Thanks, Rhonda."

16. 3/17/06 – The 3:22 PM voice message that Jean Novak left Ronda Knudson continued on with a conversation between Jean Novak and Chris Siewert (Qwest Sr. Manager, Minneapolis Center). On the voice message, Jean Novak told Chris Siewert that she was "okay with not doing it." (See attached unofficial transcription.)

17. 3/17/06 – At 3:24 PM CDT, the Qwest Tier 2 escalation representative (Deanne at 612-752-1435) left Ronda Knudson the following voice message: "Hi Ronda, this is Deanne, Qwest Wholesale Escalations, and I apologize I just received word back that they will not be expediting this um because of the fact that it clearly states that to expedite you have to have the amendment which in Arizona Eschelon does not have. Um, it clearly states that you know, we will not expedite this. However, I did speak with Jean Novak and she asked me to go ahead and try to expedite this. Um, my manager um, has also called her and I think that if she were to move ahead to try to do expedite it would help. Um, can't guarantee that though, the bottom line is that it is not expeditable

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Interval Guide) or your ICA and then call the Qwest Call Center (http://www.qwest.com/wholesale/clecs/exescover.html).")

[8] Qwest's process documentation states that: "Escalations can be initiated for any issue, at anytime, and at any escalation point." (http://www.qwest.com/wholesale/clecs/exescover.html)

because of the no amendment. So, at any rate, sorry, I'm so sorry about that and hope that this will all work out. Thank you. Goodbye."

18. 3/17/06 – At 3:32 PM CDT, Eschelon sent Qwest (Deanne at fax number 612 663-0502), by facsimile, a copy of a letter from the End User Customer to Eschelon in which the End User Customer outlined the critical need for service due to the medical nature of the residents (children and adults with disabilities).

19. 3/17/06 – At 4:06 PM CDT, Jean Novak left Ronda Knudson the following voice mail: "Hi Ronda, this is Jean. I have to deny the expedite. You do not have an amendment to pay for this expedite and so I cannot, I have to turn it down. If you would like me to have someone fax an amendment to you, um, we can get that signed by you and by Qwest to expedite this order and then all you would have to do is sup the order and put the appropriate CL for expedite. So let me know what you want to do. Ah, if you want an amendment, um, I will call Josh and have him get one for you. Um, 218.290.9414. Thanks."

20. 3/17/06 – At 5:00 PM CDT, Jean Novak called Ronda Knudson and said the facilities were still available for assignment but Qwest had officially denied the expedite request at the Tier Four level because Eschelon had not signed the expedite contract amendment.

21. 3/17/06 (Friday) – Day ends, and rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

22. 3/18/06 – At 9:00 AM, Eschelon submitted an Access Service Request (ASR) (PON AZ657718T1FAC/ASR ID 0607700072) to Qwest for a new Special Access DS1 private line circuit. Eschelon requested a due date of 3/18/06.

23. 3/18/06 – At 11:43 AM CDT, Ronda Knudson called Jean Novak and said that Eschelon had placed the Special Access DS1 private line order. Ronda Knudson asked Jean Novak if Qwest would install the service that day. Jean Novak said she would check to see if there was a Qwest service order writer that could manually type the order.[9]

24. 3/18/06 - At 12:00 PM CDT, Jean called Ronda and said that Qwest did not have a Qwest Service order typist that could type the service order. Jean Novak said Qwest could not type the order until Monday 3/20/06. Jean Novak said the earliest date Qwest could install the service for the End User Customer was 3/20/06. Jean confirmed that Qwest would type the order the morning of 3/20/06 and work to complete the install that same day.

[9] Qwest has less flow through capability for ASRs. *See, e.g.*, http://www.qwest.com/wholesale/cmp/archive/CR_PC070804-1.htm.

Chronology: AZ Request for Repair and/or Expedite – Rehabilitation Center Customer

25. 3/18/06 (Saturday) – Day ends, and rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

26. 3/19/06 (Sunday) – Rehabilitation center for children and adults with disabilities continues to have no ability to dial 911 from the residents' rooms.

27. 3/20/06 – At 7:54 AM CDT, Jean Novak called Ronda Knudson and said that a Qwest typist had typed the service order. Qwest assigned service order number C50456587. However, Jean Novak told Ronda Knudson that, even though the service order had been typed, Qwest would not process the order until Eschelon supplemented its ASR request to change the requested due date from 3/18/06 to 3/20/06. Per Qwest's request, Eschelon supplemented the ASR and changed the desired due date to 3/20/06.

28. 3/20/06 – At 5:30 PM, Eschelon accepted the special access DS1 private line circuit. The rehabilitation center for children and adults with disabilities has the ability to dial 911 from the residents' rooms.

Expedites & Escalations Overview – DELETE V4.0 ADD V 5.0

History Log (Link blue text to: Replace Existing Download With Attached History Log)

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites: Requests for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date
- Escalations: Requests for status or intervention around a missed date

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

While Qwest standard intervals, defined in our Service Interval Guide (SIG) (Link blue text to: http://www.qwest.com/wholesale/guides/sig/index.html) identify reasonable intervals, at times a valid expedite situation can occur such as:

- Fire
- Flood
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

If an expedite situation occurs, call the assigned Qwest Wholesale Center Representative responsible for processing your service requests. All expedite requests require approval to ensure resource availability. The Qwest Wholesale Center Representative will coordinate with you and Qwest internal organizations to resolve. Expedite charges may apply. If your expedite request is denied, denial reason(s) will be provided.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative responsible for processing your orders, for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
  Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager

Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.

- Qwest Senior Service Manager/Director
  Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President
  Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) DELETE CEMR (Customer Electronic Maintenance and Repair) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to: http://www.qwest.com/wholesale/clecs/maintenance.html) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: http://www.qwest.com/wholesale/systems/heet.html) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process
Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link blue text to: http://www.qwest.com/wholesale/systems/generalinfo.html)

Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

ADD Qwest contact information is located in Wholesale Customer Contacts. (List blue text to: http://www.qwest.com/wholesale/clecs/escalations.html)
Expedites and Escalations

- **Local Service Requests (LSRs)**

DELETE TABLE

Wholesale LSR Service Center 888-796-9087 Fax: 888-796-9089		
Tier	**Responsibility / Functions**	
0	Sierra Vista Call Center Agent:	CLEC initiates call
1	Customer Service Inquiry and Education Center (CSIE) Wholesale Center Representative	Warm Transfer or Call Center Database Ticket
2	Duty Pager	Wholesale Center Representative provides on your request or if you ask to speak with a manager
3	Appropriate Qwest Service Manager	Referral takes place if the manager, responding to the duty pager, needs further assistance

ADD TABLE

Wholesale Center			
Tier	**Responsibility**	**Activity**	**Contacts**
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	877-340-9627	**DELETE** 515-286-5413 **ADD** 515-286-6160

Salt Lake City	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	800-333-5498	801-239-4070
Minneapolis	Frame Relay	800-285-8383	800-636-8721

- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	DELETE 801-879-4072 ADD 800-879-4072	801-239-5070

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: DELETE May 14, 2002 ADD December 11, 2002

META Tags: Expedites; Escalations

Expedites & Escalations Overview – V8.0

History Log (Link blue text to: Replace Existing Download With Attached History Log)

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The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

All expedite requests require approval to ensure resource availability. Expedite requests are for situations where the requested due date is shorter than the standard interval as defined in our Service Interval Guide (SIG). (Link blue text to: http://www.qwest.com/wholesale/guides/sig/index.html) Expedite requests are granted for the following conditions if Qwest determines that it has the resource availability on the requested date:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

An expedited request can be made either prior to, or after, submitting your service request. When the request is submitted, the EXP field should be populated on the LSR or ASR Form and the REMARKS field should contain the reason for the expedited request. You may be asked to provide verification of the expedited reason.

To request an expedite on service requests issued via a Local Service Request (LSR), you may contact the Qwest Call Center on 1-888-796-9087.

To request an expedite on service requests issued via an Access Service Request (ASR), you may contact one of the following two centers, depending on which center processes your service requests:

- Des Monies, IA on 1-877-340-9627
- Salt Lake City, UT on 1-800-333-5498

For Des Moines and Salt Lake City, when calling one of the above numbers, ask for a representative that handles expedited requests.

Once your expedite request is received, your Wholesale representative will review the request for eligibility. If approved, the next step is to contact our Network organization to determine resource

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Escalations

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¶
While Qwest standard intervals,

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availability. If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required
For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required
For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services
For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
  Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
  Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
  Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President
  Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to:

Deleted: When an expedite situation occurs, refer to the following when you prepare your service request:¶
<#>Call the assigned Wholesale Center Representative responsible for processing your service request. (NOTE: This can be done before or after the LSR is issued.)¶
<#>Issue LSR¶
<#>Populate the EXP field ¶
<#>The REMARKS field can be populated with the specific reason for the request.¶
¶
Field entry requirements are described in the Local Service Ordering Guide (LSOG). (Link italicized text to: http://qwest.com/wholesale/clecs/lsog.html)¶

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http://www.qwest.com/wholesale/clecs/maintenance.html) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: http://www.qwest.com/wholesale/systems/heet.html) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process
Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link blue text to: http://www.qwest.com/wholesale/systems/generalinfo.html)
Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

Qwest contact information is located in Wholesale Customer Contacts. (List blue text to: http://www.qwest.com/wholesale/clecs/escalations.html)
Expedites and Escalations

- **Local Service Requests (LSRs)**

Wholesale Center			
Tier	**Responsibility**	**Activity**	**Contacts**
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-

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			9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS) , Frame Relay	877-340-9627	515-286-6160
Salt Lake City	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)	800-333-5498	801-239-4070

- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	800-879-4072	801-239-5070

Deleted: Minneapolis
Deleted: Frame Relay
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Deleted: 800-636-8721

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: April 29, 2004

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Expedites & Escalations Overview – V11.0

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History Log (Link blue text to: Replace Existing Download With Attached History Log)

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our Service Interval Guide (SIG) (Link blue text to: http://www.qwest.com/wholesale/guides/sig/index.html) or your Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the request does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

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Expedites Requiring Approval

If your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate, or if the request is for a product that is not listed in the "Pre-Approved Expedites" section below, the following expedite process applies.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions

For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.

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- Submit the request with a due date interval from our SIG (Link italicized text to: http://www.qwest.com/wholesale/guides/sig/index.html) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then contact one of the following two centers depending on which center processes your service requests:

- Des Moines, IA on 1-877-340-9627
- Salt Lake City, UT on 1-800-333-5498

For Des Moines and Salt Lake City, when calling one of the above numbers, ask for a representative that handles expedited requests.

You may be asked to provide verification of the expedited reason, such as in medical emergencies or grand opening events. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required
For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required
For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services
For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

Approved Expedited Requests

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

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¶
For ASRs,

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Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

Pre-Approved Expedites

The Pre-Approved expedite process is available with the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products that may be expedited and will receive the appropriate Expedite Charge:

- UBL all except 2w/4w analog
- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (*IIS Only*)
- DPAs (multiple DPAs or FX, FCO) Trunk
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

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Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
  Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
  Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
  Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President
  Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link blue text to: http://www.qwest.com/wholesale/clecs/maintenance.html) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link blue text to: http://www.qwest.com/wholesale/systems/heet.html) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process

Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link blue text to: http://www.qwest.com/wholesale/systems/generalinfo.html)
Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"

This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link blue text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

Qwest contact information is located in Wholesale Customer Contacts. (List blue text to: http://www.qwest.com/wholesale/clecs/escalations.html)
Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	**Responsibility**	**Activity**	**Contacts**
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	Denver: 800-419-8809 Denver After Hours Duty Pager: 800-423-3641 Minneapolis: 800-366-9974 Minneapolis After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

- Access Service Requests (ASRs) Note: Your Qwest Service Manager (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) will advise you which center to contact.

Center	Products & Services	Contacts	Fax
Des Moines	LIS, Feature Group, Private Line, Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS) , Frame Relay	877-340-9627	515-286-6160
Salt Lake City	LIS, Feature Group, Private Line,	800-333-5498	801-239-4070

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	Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)		

- Non ASR/LSRs

Center	Products & Services	Contacts	Fax
Salt Lake City	All	800-879-4072	801-239-5070

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: July 30, 2004

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Attachment 5

	Design[2]	Non-Design
Requiring Approval (Qwest will expedite for zero charge if request meets conditions[1])	V11, $0 (Including 2W/4W Analog)	V11, $0
Pre-Approved (Qwest will expedite under any conditions if CLEC pays expedite charge)	V11, $200	V11, $200

	Pre-V11	V11
Process:	(1) Expedites	(1) Requiring Approval, (2) Pre-Approved

[1] (1) Fire; (2) Flood; (3) Medical emergency; (4) National emergency; (5) Conditions where the end-user is completely out of service (primary line); (6) Disconnect in error by Qwest; (7) Requested service is necessary for end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date; (8) Delayed orders with a future RFS date that meets any of the above-mentioned conditions; (9) National Security; (10) Business classes of service are unable to dial 911 due to previous order activity; and, (11) Business classes of service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

[2] For purposes of this illustration, "Designed Services" shall mean the provisioning of regulated circuits requiring treatment, equipment, or engineering design purchased from the Company's tariff or on an individual contract basis, including, but not limited to, Analog Private Line services, DS1 (including channelized), DS3, ISDN-BRI, special assemblies, Frame Relay Service, ATM Service and LAN Switching Services.
(Source: Qwest New Mexico Advanced Communications Tariff, Section 2, Page 24, Release 3)

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Expedites and Escalations Overview – V27.0

History Log (Link italicized text to: Replace Existing Download With Attached History Log)

Introduction

Qwest quickly responds to your escalation or expedite requests offering you clear and complete explanations so you can satisfactorily respond to your end-users.

- Expedites are requests for an improved standard interval that is shorter than the interval defined in our Service Interval Guide (SIG) (Link italicized text to: http://www.qwest.com/wholesale/guides/sig/index.html) or your interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.
- Escalations can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for requests for status or intervention around a missed date.

The following summarizes the processes used within Qwest for all Wholesale Products and Services to handle expedite and escalation requests.

Expedites

Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). If the request being expedited is for a product on the list of products in the "Pre-Approved Expedites" (see below) and your ICA has language supporting expedited requests with a "per day" expedite rate, then the requested does not need approval. If the request being expedited is for a product that is not on the defined list, or your ICA does not support a "per day" expedite rate, then the expedited request follows the process defined in the "Expedites Requiring Approval" section below.

Expedites Requiring Approval
For products not listed in the Pre-Approved Expedite section below, (non-designed products such as POTS, Centrex or DSL service), or if your ICA does not contain, or has not been amended to include language for expedites with an associated "per day" expedite rate for those specified designed services, the following expedite process applies. Expedite charges are not applicable with the Expedites Requiring Approval process.

Following is a list of conditions where an expedite is granted:

- Fire
- Flood
- Medical emergency
- National emergency
- Conditions where your end-user is completely out of service (primary line)
- Disconnect in error by Qwest
- Requested service necessary for your end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date
- Delayed orders with a future RFS date that meet any of the above described conditions
- National Security
- Business Classes of Service unable to dial 911 due to previous order activity
- Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

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For any of the above conditions, expedited request can be made either prior to, or after, submitting your service request.

To request an expedite on a Local Service Request (LSR) you can either:

- Submit the request with your expedited due date and populate the EXP field. Also include in REMARKS the reason for the expedited request and then call the Qwest Call Center.
- Submit the request with a due date interval from our SIG (Link italicized text to: http://www.qwest.com/wholesale/guides/sig/index.html) or your ICA and then call the Qwest Call Center.

In both scenarios, a call to the Qwest Call Center is required on 1-888-796-9087 to process the expedited request.

To request an expedite on service requests issued via an Access Service Request (ASR), you may use either of the options described above for LSRs to submit the ASR. You should then call 1 800-244-1271

You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above. In some cases, you may be asked for the service order number that caused the expedite condition, such as the service order number that caused the hunting or call forwarding expedite. The type of verification required will depend on the specific circumstances of the expedite and will be determined on an Individual Case Basis (ICB).

Once your expedite request is received, your Wholesale representative will review the request based on the previous list of available expedite scenarios to determine if the request is eligible for an expedite. If approved, the next step is to contact our Network organization to determine resource availability.

Depending on the type of service on the account, the following action is taken once the request is determined to be eligible for an expedited due date:

Non-Designed/No Dispatch Required
For requests that do not require a dispatch, the order is issued with the expedited due date.

Non-Designed/Dispatch Required
For requests that require a dispatch, the Network organization is contacted to determine Technician availability. If appointments are available on the requested due date, your expedite is granted. If no appointments are available, then Qwest will offer an alternative date, if one is available, prior to the requested due date. You can expect to receive a response to your expedited request usually within four business hours.

Designed Services
For Designed Services, the Network organization is contacted to determine resource availability for the Central Office and Outside Technicians as well as for the Testers that work with you to accept the service. You can expect to receive a response usually within four business hours.

Approved Expedited Requests

If the expedited request is approved and the original request contained the expedited due date and the EXP field was populated, Qwest will return a Firm Order Confirmation (FOC) acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ASR or LSR, Qwest will contact you and request that you supplement your request with the agreed to expedited date. The EXP field on the supplement ASR or LSR must also be populated. If the supplement is not received within

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four business hours, Qwest will continue to process the ASR or LSR as if the expedited request was not received and will FOC back the standard interval or the original due date provided on the ASR or LSR if it was longer than the standard interval.

Denied Expedited Requests

If denied, then we will provide you reasons that the request was denied or we will offer an alternative date that we could install the service. If the request is denied, and you still want to continue to have Qwest provision the service request, Qwest will return a FOC with the standard interval or the original due date provided on the FOC if it was longer than the standard interval.

Pre-Approved Expedites

The Pre-Approved expedite process is available in all states except Washington for the products listed below when your ICA contains language for expedites with an associated per day expedite charge. An expedite charge applies per ASR or LSR for every day that the due date interval is improved, based on the standard interval in the SIG, ICA, or ICB criteria as described above. It is not necessary for you to call into Qwest to have the expedite approved. To expedite a service request on an ASR or LSR you must populate the EXP field and put the desired expedited due date in the DDD field on the ASR or LSR.

NOTE: If you order Resold Design Products, which are identified below, you do not need to sign an amendment. You are automatically included based on the terms and conditions outlined in the ICA and individual state tariffs, catalogs or price lists.

When Qwest receives an ASR or LSR with the EXP populated and the DDD is less than the standard interval, Qwest will determine if the request is eligible for an expedite without a call from you. If the request meets the criteria for the Pre-Approved Expedite process, Qwest will process the request and return a FOC acknowledging the expedited due date. The appropriate expedite charge will be added to your service order.

If the request does not meet the criteria for the Pre-Approved Expedite process, the ASR or LSR will be processed under the guidelines for Expedites Requiring Approval as described above.

Following is a list of the products, which require an amendment and may be expedited that will receive the appropriate Expedite Charge:

- UBL
- UBL DID (Unbundled digital trunk)
- UBL DS1 (Unbundled digital trunk facility)
- UNE-C PL (EEL)
- UNE-P ISDN BRI
- UNE-P DSS Facility
- UNE-P DSS Trunk
- UNE-P PRI ISDN Facility
- UNE-P PRI ISDN Trunk
- UNE-P PBX Designed Trunks
- UNE-P PBX DID IN-Only Trunks
- Port In/Port Within associated with any of the applicable designed products listed above
- UDIT
- LIS
- CCSAC SS7 Trunk or Facility
- Unbundled Dark Fiber

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Following is a list of Resold Designed Products, which do not require an amendment, which may be expedited and will receive the appropriate expedite charge:

- Analog PBX DID
- Private Line (DS0, DS1, DS3 or above)
- ISDN PRI T1
- ISDN PRI Trunk
- ISDN BRI Trunk
- Frame Relay Trunk
- DESIGNED TRUNKS (Includes designed PBX trunks) Trunk
- MDS / MDSI (*IIS Only*)
- DPAs (multiple DPAs or FX, FCO) Trunk
- Port In/Port Within associated with any of the applicable designed products listed above

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Note: Any requests that are expedited due to a Qwest caused reason, do not incur an expedite charge. Additionally, if the due date of an expedited request is missed due to Qwest reasons, expedite charges do not apply.

If the order becomes a Delayed Order on the due date, Qwest will cooperatively work with you to obtain the best Ready For Service date (RFS) possible and expedite charges do not apply.

If an order becomes delayed for facilities prior to the due date, once Qwest establishes a new RFS it is communicated to you via the FOC. If you do not accept the due date that is established and request to expedite the RFS, expedite charges may apply. Each expedited delayed order request will be reviewed on an ICB to determine if expedite charges apply. If the expedited due date request results in Qwest incurring additional costs to improve the date that was FOC'd, expedite charges apply. Qwest will advise you if expedite charges apply prior to confirming the expedited request to obtain approval from you, or offer an alternate date that Qwest can meet. The expedite charges will be based on the number of days improved from the original RFS date.

Expedites Supporting Non-Qwest caused Restoral Requests

This process includes Restoral Requests on Resale/UNE-P/Retail to Resale or UNE-P Conversions and Transfer of Service when the service orders have completed. This process applies to Resale/UNE-P POTS, Resale/UNE-S and Resale UNE-P Centrex 21 products, including DSL.

You will follow this documented **Expedite** process as outlined when you require an expedite to a standard interval in order to restore an end-user due to a Non-Qwest caused out of service condition. An expedite restoral request is a result of your inability to complete a conversion or outside move service request where you were unable to cancel or change the due date on the service order(s) prior to order completion. Restoral requests may involve you alone, a Qwest Retail account and you, or you and a different CLEC on conversion and outside move (T & F) type service order's. Restoral requests will be accepted for both full and partial restorals.

When an expedite restoral request situation occurs, refer to the following when you prepare your service request:

- Issue the Restoral Request LSR as directed per the Decision Charts and order type scenario's.
  - Populate the RPON field with the PON used on the original LSR if available
  - Populate the EXP field
  - Populate Manual IND = Y
  - The REMARKS field can be populated with the specific reason for the request such as:

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- Restoral request Full, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, Resale to UNE-P conv, restore original service, Or
- Restoral request, Partial, UNE-P to Resale conv, restore original service, Or
- Restoral request, Full, Resale or UNE-P T&F, restore F location, etc., Or
- Restoral Request, Restore original full service back to CLEC XXXX, Or
- Restoral Request, Restore original partial service back to CLEC XXXX, Or
- Restoral Request, Restore original F Loc service, full/partial back to old CLEC
- Restoral Request, Disc service, restore original Retail service, full/partial

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- Contact the Wholesale Interconnect Services Center (ISC) at 888 796-9087
- Open an Escalation ticket.
- Request a Warm Transfer to the Customer Service Inquiry and Education Center (CSIE) Tier 1 support group.
- Request a Restoral Request for Previous Service.
- Provide LSR ID if appropriate per Decision Chart and order type scenario's.

Benefits

- Expedited intervals for restoral of previous service
- Uniform documented process for restoral requests
- Qwest will negate the one month minimum billing on a disconnect or conversion service order as applicable.

Restrictions

- You must issue appropriate LSRs first (if directed to do so per the Decision Chart below) followed by opening a Call Center escalation ticket. Restoral requests received prior to new LSR issuance will not be accepted, excludes Qwest Retail restorals.
- Standard intervals must be used when submitting LSRs, CSIE will expedite due date appropriately for restoral
- Expedited restoral requests must be requested within 24 hours, extending into the next business day, following the LSR completion date. Restoral requests received after 3 PM will be considered next business day work activity; this includes restoral requests received after 3 PM on Saturday based on the SIG (except for DSL)."
- Service being restored must be the same type of service with same features, same TN's, etc. as was previously provisioned. Full or partial restorals are acceptable.
- Qwest will reuse facilities when the facilities are available for the restoral.
- All applicable recurring and non-recurring charges will apply, based on order completion and physical work that was completed or needs to be completed to restore service. Retail practices will apply when restoring Qwest Retail accounts.
- When a restoral involves two CLECs, it is up to you and the old CLEC to coordinate and agree upon an expedite, prior to opening up the Call Center Escalation ticket(s).
- Expedite charges may apply based upon individual interconnection agreements, state tariffs or SGATS.

The following **Order Type Scenario's** are included in this restoral process:

1. Resale / UNE-P T & F, same CLEC
2. Resale to UNE-P Conversion as is, same CLEC
3. Resale to UNE-P Conversion as specified, same CLEC
4. UNE-P to Resale Conversion as is, same CLEC
5. UNE-P to Resale Conversion as specified, same CLEC
6. Resale / UNE-P Migration to new CLEC with move via single LSR
7. Resale to UNE-P Conversion as is, to a new CLEC
8. Resale to UNE-P Conversion as specified, to a new CLEC
9. UNE-P to Resale Conversion as is, to a new CLEC
10. UNE-P to Resale Conversion as is, to a new CLEC
11. Qwest Retail to Resale / UNE-P Conversion as is
12. Qwest Retail to Resale / UNE-P Conversion as specified

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13. Qwest Retail to Resale / UNE-P Conversion with move via single LSR process

Decision Chart, Scenario's 1-5, Same CLEC		
IF	**AND**	**THEN**
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	• Issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move, Transfer of Service or Disconnect • Follow expedite procedures

Decision Chart, Scenario's 6-10, To a New CLEC		
IF	**AND**	**THEN**
Conversion, Migration and/or Move Service Order has completed	You want full or partial restoral of previous service	• Either the end-user, or the new CLEC and the end-user must contact the old CLEC's Customer Contact Center and request that the end-user's service be re-established as previously provisioned for the old CLEC on Resale or UNE-P service • Old CLEC must follow expedite procedures • Old CLEC will issue Restoral Request LSR as appropriate based on order scenario and order completion, such as a New Connect, Change or Conversion with or without move • New CLEC must follow expedite procedures • New CLEC will issue Disconnect LSR if required based on order scenario and order completion • Old and new CLECs will coordinate their order activity • Contact your Qwest Service Manager if you require assistance with old CLEC contact

Decision Chart, Scenario's 11-13, Conversion from Qwest Retail to New CLEC		
IF	**AND**	**THEN**
Conversion, Migration and/or	You want full or partial restoral	• Contact the Wholesale

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Move Service Order has Completed	of previous service	ISC Call Center at 888 796-9087 • Open an Escalation ticket • Request a warm transfer to the CSIE Tier 1 support group • Place a verbal Restoral Request for Previous Retail Service, full or partial restoral • CSIE will advise you if a new LSR will need to be issued by you • If a new LSR is needed and is not issued within 2 business hours, the escalation ticket will be closed. If this occurs, the CLEC must start the expedite process again once the LSR has been issued as directed.

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Escalations

Escalations are a request for status or intervention around a missed critical date such as:

- Plant Test Date (PTD)
- Due Date (DD)
- Ready For Service (RFS)

Qwest's Service Centers pro-actively escalate any critical dates in jeopardy and will notify you. If, however, you find it necessary to initiate an escalation, call the assigned Qwest Wholesale Center Representative at one of the numbers listed in the Expedites section for assistance. Regardless of how initiated, by you or internally, Qwest escalation roles and responsibilities can be summarized as:

- Qwest Wholesale Center Representatives
  Local Service Request (LSR) or Access Service Request (ASR) escalations related to Rejects/Delayed orders, critical dates and Firm Order Confirmations (FOC).
- Qwest Service Manager
  Involved only after normal processes fail to resolve the escalation to your satisfaction. Evaluates the situation based on commitments managing associated resolution activities.
- Qwest Senior Service Manager/Director
  Involved only when the Service Manager's efforts are unsuccessful. Provides direction to those working the issue, partnering with Center Coaches and Team leaders.
- Qwest Senior Service Director/Vice President
  Contacted for direction and/or assistance for those working the escalation, providing timely status updates back to the prior level and you directly.

Escalations – Maintenance and Repair

At your discretion, you may initiate an escalation of your trouble report through our electronic interface Customer Electronic Maintenance and Repair (CEMR) or by calling either the Account Maintenance Support Center (AMSC) for Unbundled Network Elements (UNEs) and Complex

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services or the Repair Call Handling Center (RCHC) for Plain Old Telephone Service (POTS) and Non-Complex services. Refer to our Maintenance and Repair Overview (Link italicized text to: http://www.qwest.com/wholesale/clecs/maintenance.html) for additional information. You will be referred to Held, Escalated & Expedited Tool (HEET) (Link italicized text to: http://www.qwest.com/wholesale/systems/heet.html) for ongoing status if your service was requested on an ASR.

Escalations – Technical Escalation Process
Additional information about the Technical Escalation Process can be obtained from Qwest's Operations Support Systems General Information. (Link italicized text to: http://www.qwest.com/wholesale/systems/generalinfo.html)
Note: Occasionally, your end-user may find their way to the Qwest Wholesale Center or Qwest Service Manager and our Wholesale Center Representatives will explain that you are our customer and direct them to you for assistance.

Should you have questions, or need additional information related to the expedite or escalation processes defined above, contact your Qwest Service Manager (Link italicized text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html) for assistance.

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Training

Qwest 101 "Doing Business With Qwest"
This introductory instructor-led training course is designed to teach the CLEC and Reseller how to do business with Qwest. It will provide a general overview of products and services, Qwest billing and support systems, processes for submitting service requests, reports, and web resource access information. Click here (Link italicized text to: http://www.qwest.com/wholesale/training/ilt_desc_qwest_101.html) for course detail and registration information.

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Contacts

Qwest contact information is located in Wholesale Customer Contacts. (List italicized text to: http://www.qwest.com/wholesale/clecs/escalations.html)
Expedites and Escalations

- Local Service Requests (LSRs)

Wholesale Center			
Tier	**Responsibility**	**Activity**	**Contacts**
Tier 0	Interconnect Service Center (ISC)	First point of contact for CLECs Ticket opened	888-796-9087
Tier 1	Customer Service Inquiry and Education Center (CSIE)	Respond to issues not resolved at Tier 0	888-796-9087
Tier 2	Subject Matter Expert (SME), Team Leaders, Team Coaches	Respond to issues not resolved at Tier 1	800-366-9974
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to:

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			http://www.qwest.com/wholesale/clecs/accountmanagers.html)

NOTE: The Interconnect Service Center (ISC) will not be available for transfers after 8:00 PM Mountain Time Monday through Friday and transfers will not be available on Saturday. Qwest's Service center is available to assist with your needs and, if additional assistance is required you will be transferred to the customer Service Inquiry and Education (CSIE) Center until 8:00 PM MTN Time Monday – Friday. If additional assistance is required after 8:00 PM or on Saturday, Qwest will coordinate a call back or provide additional assistance as needed.

A call center ticket is opened on every call into the ISC or the CSIE Center. Upon resolution of the ticket a close code is assigned to the ticket. Upon request the close code is provided to you. Should you disagree with the codes used to close the ticket you will use the escalation process. For a list of the close codes used at the CSIE level see the Call Center Database Ticket Reports section of the Ordering Overview PCAT (Link italicized text to: http://www.qwest.com/wholesale/clecs/ordering.html).

- Access Service Requests (ASRs)

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

- Non ASR/LSRs

	Products & Services	Contacts	Fax
	All	800-244-1271	515-286-6160

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: October 27, 2005

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META Tags: Expedites; Escalations

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Attachment 7

	Design[2]	Non-Design
Requiring Approval (Qwest will expedite for zero charge if request meets conditions[1])	(Eliminated by V27)	V11, $0
Pre-Approved (Qwest will expedite under any conditions if CLEC pays expedite charge)	V11, $200 ↓ V27, All Design Including 2W/4W Analog	V11, $200

	Pre-V11	V11
Process:	(1) Expedites	(1) Requiring Approval, (2) Pre-Approved

[1] (1) Fire; (2) Flood; (3) Medical emergency; (4) National emergency; (5) Conditions where the end-user is completely out of service (primary line); (6) Disconnect in error by Qwest; (7) Requested service is necessary for end-user's grand opening event delayed for facilities or equipment reasons with a future RFS date; (8) Delayed orders with a future RFS date that meets any of the above-mentioned conditions; (9) National Security; (10) Business classes of service are unable to dial 911 due to previous order activity; and, (11) Business classes of service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the end-users business is being critically affected

[2] For purposes of this illustration, "Designed Services" shall mean the provisioning of regulated circuits requiring treatment, equipment, or engineering design purchased from the Company's tariff or on an individual contract basis, including, but not limited to, Analog Private Line services, DS1 (including channelized), DS3, ISDN-BRI, special assemblies, Frame Relay Service, ATM Service and LAN Switching Services.
(Source: Qwest New Mexico Advanced Communications Tariff, Section 2, Page 24, Release 3)

[redacted]

REDACTED:
Customer Identifying/
CPNI Information

Attachment 8

March 17, 2006

Zack Reilly, National Account Manager
Eschelon Telecom, Inc.

Mr. Reilly,

[redacted] is a non-profit community rehabilitation organization that provides critical health care services, both inpatient and outpatient, to individuals with high level and urgent care needs. Our organization has been serving children and adults with severe developmental, physical and behavioral health needs in the east valley since 1957.

Two days ago our centralized phone system went down. Eschelon reports the need for proof of the nature our services to expedite re-installation of our phone services via T-1. We have spent the last 24 hours in the middle of a dispute between Eschelon and Qwest as to the reason for the discontinuation of service. Frankly, we don't care. Our disabled citizens are in jeopardy and could be at great risk without telephone service to be able to communicate healthcare, urgent care and programmatic needs. Please be advised that we have elevated this matter to our legal counsel. I trust that this issue will be taken care of immediately.

If you should have any further questions please feel free to contact [redacted]

REDACTED:
Customer Identifying/
CPNI Information

Sincerely,

Randy Gray

[redacted]

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Customer Identifying/
CPNI Information

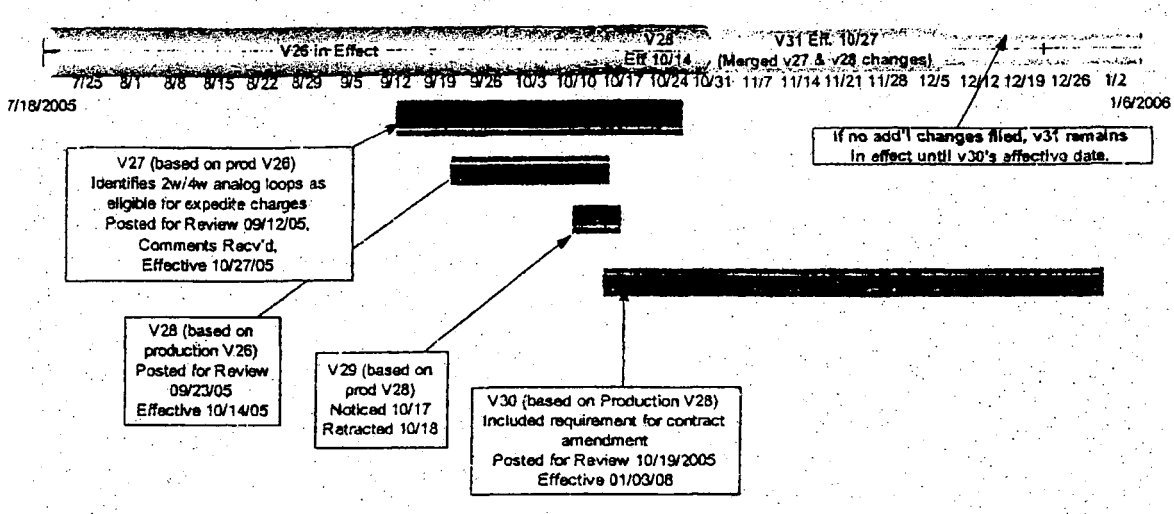
Co[redacted]

REDACTED:
Customer Identifying/
CPNI Information

ACCREDITED BY CARF

[redacted]

Attachment 9



Arizona Corporation Commission
Docket No. T-0105B-06-0257
Docket No. T-03406A-06-0257
Eschelon Telecom of Arizona, Inc.
Direct Testimony of Bonnie J. Johnson
Exhibit BJJ - A-7
July 13, 2006

#	Page/Section	CLEC Comment	Qwest Response
1		*McCloud* *10/26/05* Comment: Qwest announced it will begin charging expedite fee for 2w/4w loops on Oct. 27th. Qwest just posted a Expedites and Escalations V30 which still has the 2w/4w analog loop exception included. I looked at the previous version (V29) and the exception was also present in that version. Qwest has given until November 3rd to comment on the V30 so I don't see how (1) Qwest can begin charging tomorrow (Oct. 27th) when the review isn't complete and (2) Qwest can even claim that 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process when it doesn't appear that Qwest has addressed this issue in prior reviews	The change referenced in this comment was included in Version 27 which is already in effect.
2		*McCloud* *11/1/05* Comment:	There is no condition being removed in the Version 30 change. The change referenced in this comment was included in Version 27

Qwest Response to Product/Process:_____ Comments