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Transcript Exhibit(s)

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August 28 through 30, 2007

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ESCHELON

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QWEST

9 through 19

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10	Not offered

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QWEST

Redacted Portions of 3 through 7

Copy to:

Jane Rodda, ALJ (letter only)
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Qwest (Norman G. Curtright, Esq.)
Eschelon (Gregory R. Merz, Esq.)

BEFORE THE ARIZONA CORPORATION COMMISSION

EXHIBIT
E-1
admitted

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MARC SPITZER
MIKE GLEASON
KRISTIN K. MAYES

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

Direct Testimony

of

Bonnie J. Johnson

On Behalf of

Eschelon Telecom of Arizona, Inc.

July 13, 2006

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I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Bonnie Johnson and my business address is 730 2nd Avenue South, Suite 900, Minneapolis, Minnesota 55402.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Eschelon Telecom, Inc., where I currently serve as Director - Carrier Relations. In that capacity, my responsibilities include managing relations between Eschelon and other telecommunications carriers, including Qwest and other Incumbent Local Exchange Carriers ("ILECs") and Competitive Local Exchange Carriers ("CLECs"). For example, I have a scheduled weekly call with Qwest service management to discuss operational issues, including provisioning, network, and billing issues, between the companies. I am also involved in escalation of service delivery issues as needed. I regularly participate in Qwest's Change Management Process meetings as Eschelon's representative. I also participate in interconnection agreement negotiations with Qwest for six states, including Arizona. I have served in this position since September 2003.

Since joining Eschelon, I have held four separate positions (including my current position), each with increasing responsibility. From July 2000 to November 2001, I held the position of Manager - Network Provisioning where I was responsible for the direction

of a Service Delivery team provisioning services to end user customers and handling customer escalations. I held the position of Senior Manager - Customer Operations Process from November 2001 to March 2002, where I was responsible for developing and implementing ordering and provisioning processes. And from March 2002 until September 2003, I held the title of Senior Manager - ILEC Relations, where I was responsible for managing relations between Eschelon and other telecommunications carriers. I participated in CMP activities throughout these positions.

Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE PRIOR TO JOINING ESCHELON TELECOM, INC.

A. I have more than 15 years of experience in the telecommunications industry. Prior to joining Eschelon Telecom, Inc., I was employed by US West/Qwest ("Qwest") in a number of different capacities. For a brief time until I joined Eschelon in July of 2000, I worked in Qwest's Wholesale Markets division as a Service Manager, responsible for organizing and facilitating Competitive Local Exchange Carrier ("CLEC") collocation build-outs and Unbundled Network Element ("UNE") facilities network implementation. From October 1998 until May 2000, I held the position of Process Analyst - Performance Measures, where I analyzed Qwest's service delivery performance and performed root cause analyses.

I served as a Qwest Service Delivery Coordinator in Qwest wholesale service vendor services from August 1996 until October 1998, where I was responsible for implementing

and delivering services ordered by vendors on behalf of Qwest retail end user customers and ordered by CLEC Centrex resellers. During that time, Qwest selected me for President's Club honors based on my performance. From January 1994 to May 1996, I was in the Qwest retail Home and Personal Services ("H&PS") organization, where I assisted H&PS residential customers with their service requests, including responding to ordering, billing, and other Qwest retail customer issues. Before that, I worked as a directory assistance operator in the Qwest Operator Services organization.

Prior to joining Qwest, I was employed for a number of years by Mountain Bell, where I held various positions including positions addressing retail customer service issues. While employed by Qwest, I participated in at least 20 separate seminars and other training sessions, many of which pertained to network facilities, operational processes and service delivery methods and procedures for both wholesale and retail customers.

Q. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?

A. This testimony was prepared on behalf of Eschelon Telecom of Arizona, Inc. (hereafter referred to as "Eschelon").

Q. HAVE YOU EVER SUBMITTED TESTIMONY BEFORE?

A. No. I participated by telephone in an Arizona 271 workshop in July of 2002 on Eschelon's behalf. I have not otherwise testified in a regulatory proceeding before.

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

2 A. In my testimony, I will describe the business need for expedites and the process under
3 which Qwest provided Eschelon the capability to expedite unbundled loop orders for
4 approximately six years under the existing Qwest-Eschelon Interconnection Agreement
5 ("ICA"). I will introduce Qwest's Change Management Process ("CMP"), which is
6 discussed in further detail in Mr. Webber's testimony. I will also describe the
7 circumstances under which Qwest recently took the position, in CMP, that it will no
8 longer honor the long-standing terms under which it previously provided the capability to
9 expedite unbundled loop orders under the interconnection agreement. I will describe the
10 objections of Eschelon and other CLECs to Qwest's position and Qwest's
11 implementation of its policy over those objections. Finally, I will describe the
12 consequences of Qwest's behavior for Eschelon and its customers. I will focus, in
13 particular, on the recent example in Eschelon's Complaint in which -- while a
14 rehabilitation center serving children and adults was out of service and in need of 911
15 capability -- Qwest used the situation to demand that Eschelon surrender its right under
16 the existing Commission-approved interconnection agreement to the process it has had
17 available to it for the last six years in exchange for a much more expensive process.
18
19 There are five attachments to my testimony: (A) Chronology of Qwest CMP Changes
20 Relating to Expedites; (B) Documented facts matrix (with documents cited in matrix that
21 are not already included in Attachment A); (C) Examples of Qwest disconnects in error;

(D) Examples of expedite requests approved by Qwest for unbundled loop orders; and

(E) Current Qwest Expedites & Overview Product Catalog ("PCAT") (V40.0).

II. ESCHELON'S CUSTOMERS, SERVICES, AND DELIVERY METHOD.

Q. PLEASE BRIEFLY DESCRIBE ESCHELON.

A. Eschelon is a Competitive Local Exchange Carrier ("CLEC") authorized to provide facilities-based local telecommunications services in Arizona.[1] Eschelon serves small and medium-sized businesses customers in Arizona, as well as seven additional states. Eschelon provides voice and data services to small and medium sized business. Eschelon has approximately 4,500 Arizona customers with 30,000 voice lines. Approximately 83% of Eschelon's voice lines are provided using Eschelon's own switches ("on-net").[2] Eschelon provides a majority of its own switching using its own switching equipment. Eschelon purchases about 10,000 unbundled loops from Qwest in Arizona to connect end user customers to Eschelon's facilities.

Q. DOES ESCHELON USE ANALOG AND DS1 CAPABLE UNBUNDLED LOOPS TO PROVIDE BASIC LOCAL SERVICES TO ITS END USER CUSTOMERS?

A. Yes. In some situations, Eschelon provides basic local services, including dial tone and 911 capability, to its customers using analog (one channel – "DS0") unbundled loops. In

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[1] *See* Attachment B at Document No. 000373.

[2] This is in contrast to providing competitive service via Qwest switching using Qwest resold or Qwest Platform Plus ("QPP") products.

other situations, Eschelon purchases a bigger "pipe" (a DS1 capable loop, which has up to 24 channels) from Qwest to carry its end user customer's services. Using a DS1 capable loop, Eschelon may provide multiple lines carrying Plain Old Telephone Service ("POTS") type services to a single subscriber at a single location, rather than purchasing numerous individual unbundled DS0 loops to that same location. In these instances, Eschelon will typically serve this customer with a single DS1 loop instead of multiple DS0s.

III. EXPEDITED ORDERS IN EMERGENCY SITUATIONS

Q. WHAT WILL YOU ADDRESS IN SECTION III OF YOUR TESTIMONY?

A. In this Section of my testimony, I will explain expedites as I use that term in this testimony and describe the process for obtaining expedites from Qwest in emergency situations. Under the interconnection agreement between Eschelon and Qwest, Qwest is required to provide Eschelon with the capability to request expedited service and to provide expedited service under mutually developed procedures.[3] I will describe the terms under which Qwest provided Eschelon with expedited service until January of this year, when Qwest took the position that it would no longer make that expedite capability available.

[3] *See, e.g.,* Qwest-Eschelon ICA at §3.2.2; *see also* Exhibit 1 to Eschelon's Complaint (Attachment A-7 at Document Nos. 000134-000136. Mr. Webber provides a discussion of the ICA terms in his testimony.

Q. PLEASE DESCRIBE AN "EXPEDITE" AS THAT TERM IS GENERALLY USED IN YOUR TESTIMONY.

A. An "expedite," as I use that term in my testimony, refers to situations when a CLEC requests that Qwest meet a due date for the installation of wholesale products or services which is earlier than the standard installation interval applicable to those products or services. For example, if the standard UNE loop provisioning interval is 5 days, that means Qwest will install the loop for a CLEC within 5 days of the date a CLEC ordered the loop. If requested, Qwest can "expedite" that order to provision the UNE loop within a shorter timeframe, such as one day. In other words, delivery of the loop to a CLEC is "expedited" in this example by four days.

Q IF THERE ARE STANDARD INTERVALS, WHY WOULD AN ORDER NEED TO BE EXPEDITED SO THAT THE SERVICE IS DELIVERED IN LESS TIME?

A. The due date may need to be changed to accommodate customers for a variety of reasons, including unexpected circumstances. For example, if a customer's office is flooded, the customer may need to move on short notice to another location temporarily until the flooding is cleaned up. In such a case, a carrier providing telephone service to that customer may need to provide service in less than the time normally allotted for delivering service (*i.e.*, the "standard interval"), to meet the customer's expectations and needs in a satisfactory manner to keep that customer. Expedites are also needed in other emergency situations, such as when a customer's service is disconnected unexpectedly. If, for example, either Qwest or Eschelon errs in processing an order and the error causes

Eschelon's customer to be completely out of service when the customer needs service,[4] the customer will be unhappy unless that service is restored promptly. An expedite may be needed in this type of situation to promptly restore service, including 911 capability, to customers. Without the expedite process working smoothly, customers could well be without access or have diminished access to vital health related and/or emergency services available through 911 for an extended period of time. The rehabilitation center customer example discussed in Eschelon's complaint is an example of such an emergency situation, and I discuss that example in more detail below.

Q PLEASE DESCRIBE THE PROCESS QWEST USES TO EXPEDITE ORDERS IN EMERGENCY SITUATIONS.

A Qwest provides expedites at no additional charge when certain conditions are met. Those conditions ("Emergency Conditions") include for example:

- Fire
- Flood
- Medical Emergency
- National Emergency
- Conditions where end user is completely out of service
- Disconnect in error by Qwest

[4] *See, e.g.,* Attachment C.

- Requested service necessary to meet a grand opening date[5]

Qwest 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."[6] To obtain an expedite using the first of these options, Eschelon simply submits an order to Qwest which includes a due date that is within the applicable interval and then calls Qwest to request an expedite pertaining to that particular order.

Q. UNDER THIS PROCESS, DOES QWEST PROVIDE EXPEDITES FOLLOWING A DISCONNECT IN ERROR?

A. Yes. Disconnects in error happen both from the ILEC and CLEC perspective, and Eschelon has been able to use the expedites process to restore service to impacted customers regardless of which carrier (Qwest or Eschelon) caused the mistaken disconnect.[7] For example, I have provided Attachment C to this testimony, which provides a sample listing of Qwest disconnects in error when Qwest errors caused disconnection of Eschelon's customers'service.

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[5] *See, e.g.*, Attachment A-1 at Document No. 000017 (V8.0), Attachment A-3 at Document No. 00069 (V22.0) & Attachment E at Document No. 001646 (V40.0).

[6] *See, e.g.*, Attachment A-1 at Document No. 000017 (V8.0), Attachment A-3 at Document No. 00070 (V22.0) & Attachment E at Document No. 001646 (V40.0).

[7] *See, e.g.*, Attachment D, at 000444, row 3 (expedite request approved for Qwest disconnect in error) & row 4 (expedite request approved for Eschelon disconnect in error).

1 In some cases, for example, rather than disconnecting the customer on the requested due
2 date, Qwest disconnected the customer early (*i.e.*, one or more days before the due date),
3 causing an unanticipated service outage. In a similar context, Eschelon previously
4 described to the Arizona Commission the problems with early disconnects in error.[8]
5 (Those errors involved DSL.) The Commission agreed with Eschelon that Qwest should
6 not disconnect Eschelon's service early.[9] As this Arizona decision shows, disconnecting
7 a customer's service early is a disconnect in error which adversely impacts the customer.
8
9 **Q. WAS THIS PROCESS DEVELOPED IN THE CHANGE MANGEMENT**
10 **PROCESS (CMP)?**
11 A. No. This process was known and in use by mutual agreement before Qwest later
12 documented it on its website. On September 22, 2001, Qwest issued a product
13 notification through CMP indicating that Qwest had updated its website on methods and
14 procedures for expedites to document the existing definition of expedite and valid
15 expedite reasons (*i.e.*, the Emergency Conditions). I have provided this notification
16 document as Attachment A-2 to my testimony.[10] Qwest specifically recognized in the

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[8] *See* Staff's Final Report and Recommendation on July 30 – 31, 2002 Supplemental Workshop, *In The Matter Of Qwest Communication, Inc.'s Section 271 Application*, ACC Docket No. T-00000A-97-0238, (Report Two) (July 20, 2003) ["*AZ 271 Staff Report*"], at ¶¶73-77; *affirmed* in Decision No. 66242, *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 (Sept. 16, 2003) ["*AZ 271 Order*"].

[9] *See AZ 271 Staff Report*, at ¶77.

[10] *See* Attachment A-2 at Document Nos.000022-000025 (Product Notification for Version 1 of the Expedites & Escalations Overview in PCAT).

product notification that "these updates reflect current practice."[11] In other words, this process already existed before September of 2001 when this notification was published and was not the result of a CMP change request.

Q. HOW LONG HAS THIS PROCESS REMAINED IN PLACE?

A. Qwest has expedited orders – when the emergency-type conditions are present - throughout our business relationship in the state of Arizona, as well as other states. For almost six years (from April 28, 2000, when the Arizona Commission approved the Eschelon opt-in to the Qwest-AT&T ICA, through January 2, 2006), Qwest provided the capability under the interconnection agreement to order expedites for several products, including all unbundled loops, at no additional charge when the Emergency Conditions were met. If one of the Emergency Conditions described above was met, Qwest's practice was to expedite the order in question (providing an earlier due date at that time) when resources were available, regardless of the products for which the expedite was sought (including all unbundled loops).[12] If none of the conditions described above were met, per the process the expedite request would be denied (*i.e.*, the standard installation interval would be applied and the original due date would remain intact). Qwest continues to provide expedites at no additional charge when the Emergency Conditions are met in certain other situations but, as described below, recently has refused to do so for certain products including analog and DS1 unbundled loops.

---

[11] *See* Attachment A-2 at Document No. 000022.

[12] *See* Attachment A-2 at Document No. 000017.

1

2 **Q. DO YOU HAVE EXAMPLES WHERE THE EMERGENCY CONDITIONS**
3 **DESCRIBED ABOVE WERE MET AND WHERE ESCHELON'S REQUESTS**
4 **FOR AN EXPEDITE WERE APPROVED AND PROCESSED BY QWEST**
5 **WITHOUT ADDITIONAL CHARGES UNDER THE CURRENT**
6 **INTERCONNECTION AGREEMENT?**

7 A. Yes. A list of examples is contained in Attachment D to this testimony. As
8 Attachment D shows, Qwest has provided expedites to Eschelon customer orders for both
9 analog unbundled loops, DS1 loops, as well as Enhanced Extended Links ("EELs").
10 Qwest has provided expedites for Eschelon customer orders for many of the
11 "emergencies" listed above (*e.g.*, fire, Qwest disconnect in error, grand opening, and out
12 of service). This list of examples of expedites covers the time period from October 2003
13 until early 2006. Qwest also admits in its Answer to Eschelon's Complaint ("Answer")
14 that it previously expedited orders for unbundled loops on an expedited basis for
15 Eschelon.[13]

16

17 **Q. WAS ARIZONA THE ONLY STATE IN WHICH QWEST PROVIDED**
18 **ESCHELON WITH EXPEDITES?**

19 A. No. The mutually agreed upon process applied in other states such as Colorado and
20 Minnesota as well.[14]

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[13] *See* Answer, Page 9 ¶ 14 Lines 24-25.

[14] *See* Attachment D at Document No. 000444, row 11 (CO); Document No. 000445, row 1 (MN).

Q. HAS QWEST PROVIDED SUCH EXPEDITES WHEN REQUESTED TO DO SO WITHOUT ADDITIONAL CHARGES BEYOND THOSE NON-RECURRING CHARGES ("NRCS") WHICH MIGHT NORMALLY BE APPLICABLE?

A. Yes. Qwest provided expedites on Eschelon's orders for unbundled loops that met the Emergency Conditions with no additional charge beyond the NRCs that normally applied to the orders.

Q. DOES QWEST PROVIDE EXPEDITES AT NO ADDITIONAL CHARGE WHEN THE EMERGENCY CONDITIONS ARE MET TO QWEST RETAIL CUSTOMERS?

A. Yes. My understanding is that Qwest provides expedites to Qwest retail customers at no additional charge when the Emergency Conditions are met.[15]

Q. DOES QWEST PROVIDE EXPEDITES AT NO ADDITIONAL CHARGE WHEN THE EMERGENCY CONDITIONS ARE MET TO CLECS SERVING THEIR CUSTOMERS USING QWEST PLATFORM PLUS (QPP) AND RESALE?

A. Yes. Qwest provides expedites to CLECs serving customers via QPP and resale at no additional charge when the Emergency Conditions are met.[16]

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[15] *See, e.g.*, Attachment A-1 at Document Nos. 000026-000038 and Qwest Response to 01-009 (final two pages of Attachment A-1); *see also* Attachment B to the testimony of Mr. Webber. Mr. Webber discusses this issue in more detail. Also note that Eschelon requested information pertaining to expedited orders that Qwest provides to its retail customers, but Qwest responded that: "Retail information is not available."

1 **Q. IF ESCHELON USES AN UNBUNDLED LOOP TO PROVIDE THE SAME**
2 **FEATURES AND FUNCTIONALITY TO A CUSTOMER AS AVAILABLE**
3 **OVER QPP AND RESALE, DOES QWEST PROVIDE EXPEDITES UNDER THE**
4 **ICA AT NO ADDITIONAL CHARGE WHEN THE EMERGENCY CONDITIONS**
5 **ARE MET?**
6 A. No. If the means of delivery (the "pipe") used to provide the same features and
7 functionality, such as basic service with 911 capability, call waiting, and blocking,
8 happens to be an unbundled loop, as of January 3, 2006, Qwest will no longer provide
9 expedites to Eschelon under its Commission-approved interconnection agreement, even
10 when the Emergency Conditions are met.
11
12 **IV. <u>CHANGE MANAGEMENT PROCESS ("CMP") SCOPE AND PARTICIPATION</u>**
13
14 **Q. ARE YOU FAMILIAR WITH QWEST'S CMP?**
15 A. Yes, I regularly participate in Qwest's CMP meetings as Eschelon's representative to
16 understand how Qwest's systems, processes and products may change so that Eschelon
17 may react accordingly, when changes are not in conflict with the interconnection

---

[16] *See, e.g.,* Attachment E at Document No. 001645. In the more limited situations when Eschelon uses QPP (see footnote 2 above), Qwest provides this expedite capability for QPP, while denying it for unbundled loops.

1 agreement. The CMP is often the only means through which information about system
2 and process changes is obtained, so I participate to remain informed about changes that, if
3 they apply to Eschelon, may impact our business. It is also often the only means
4 recognized by Qwest to request changes. I have included additional information about
5 CMP generally, and the Qwest expedite product catalog changes in particular, in
6 Attachment A to my testimony. I have also included a summary of documented facts,
7 which draws largely upon information posted on Qwest's CMP web site, as Attachment
8 B to my testimony. I verify the factual assertions in Attachments A and B as true and
9 correct statements to the best of my knowledge. Mr. Webber also discusses some of
10 these issues in more detail in his testimony.
11
12 **Q. YOU REFERRED TO CONFLICTS WITH ESCHELON'S INTERCONNECTION**
13 **AGREEMENT WITH QWEST. DO YOU KNOW THE RELATIONSHIP**
14 **BETWEEN THE INTERCONNECTION AGREEMENT AND CMP?**
15 A. Yes. The procedures that Qwest must follow in CMP are outlined in a document known
16 as the "CMP Document." Eschelon's interconnection agreement does not include the
17 CMP Document. The CMP Document is posted on Qwest's web site[17] and a copy is
18 attached to my Testimony as Attachment A-9. The following excerpt from Section 1.0
19 ("Introduction and Scope") of the CMP Document addresses the relationship between the
20 interconnection agreement and CMP and clearly indicates that CMP does not trump the
21 interconnection agreement:

[17]http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc

> 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 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.[18] In other words, per the CMP process, CMP changes may affect some, but not all, CLECs, depending on the terms of their interconnection agreements and whether the change conflicts with those terms for each CLEC. As Mr. Webber explains in his testimony, this is consistent with Section 252(i) of the federal Act, which allows CLECs to have different interconnection terms, provided that those terms are publicly filed and available for opt-in by other CLECs.

Q YOU INDICATED THAT CHANGES THAT CONFLICT WITH THE INTERCONNECTION AGREEMENT ARE OUTSIDE THE SCOPE OF CMP. ARE RATES ALSO OUTSIDE THE SCOPE OF CMP?

---

[18] Qwest is required, per the CMP Document, to include this language in CMP notices. *See* Attachment A-9, §5.4 at Document No. 000195, which states (with emphasis added): "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***."

A. Yes. Rates and the application of rates are outside the scope of Qwest's CMP process. In the CMP documentation discussed below, Qwest admitted that "discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process."[19] In addition, Qwest has acknowledged that, in the meetings in which CMP procedures were developed (known as CMP "Re-Design"), "it was agreed that discussions on rate change were not in the scope of CMP."[20] Rates, and their application and structure (such as whether they are charged per half hour, per dispatch, or per day) are not properly determined in CMP. Mr. Webber, in his testimony, describes the Commission's authority to decide rate and cost structure issues.

Q. DO PARTICIPATING PARTIES TO THE CMP PROCESS HAVE AN EQUAL VOICE REGARDING PRODUCT AND PROCESS CHANGES AND DECISION-MAKING TO THAT OF QWEST?

A. No. The CMP process for products and processes is largely one-sided, with Qwest exercising unilateral power to override any changes or objections that an individual CLEC or multiple CLECs raise. In fact, as discussed in more detail below, when Eschelon and other CLECs objected to a change Qwest proposed to the expedite process through CMP, Qwest nonetheless implemented the change over the CLECs' objections. Though CLECs could submit objections, no vote was taken on whether to accept or reject

[19] *See* Attachment A-7 at Document No. 000129.
[20] *See* CMP Meeting Minutes (May 12, 2002); http://www.qwest.com/wholesale/downloads/2002/020614/ProductProcessCMPMeetingDistributionPackage06-19-02.pdf

that process change.[21] Even though the quantity of CLEC objections outnumbered Qwest's single opinion, Qwest implemented the change. Eschelon's recourse then was to bring dispute resolution, which is much more time consuming and expensive for a CLEC than Qwest's ability to implement a change over CLEC objection. But, Eschelon has to ask the Commission to decide the important issues presented by this case.

Q. WHY DOES ESCHELON PARTICIPATE IN SUCH A ONE-SIDED PROCESS?

A. As I described above, CMP is often the only means through which information about system, product, and process changes is obtained, so I participate to remain informed about changes that, if they apply to Eschelon, may impact our business. In CMP, Qwest controls whether product and process changes are implemented. When disagreements occur, Qwest's position in CMP does not control. CMP is not an end in itself, and the Commission did not, by "approving" CMP, surrender its authority to Qwest's CMP. Although Qwest seems to suggest in its Answer in this case that CMP is binding in any event so long as an issue goes through CMP, that is not how the process works per the CMP Document. The CMP, which Qwest repeatedly describes in its Answer as

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[21]Changes to systems are handled in CMP somewhat differently from product and process changes, as described by Mr. Webber in his testimony. But, the CMP changes that I describe in my testimony are not system changes. Whether a CMP Change Request (CR) or notice is a product, process, or systems Change Request or notice is easily determined by looking at the assigned number. If the number begins with "PROD" it is a product Change Request/notice, and if the number begins with "PROS," it is a process Change Request/notice. *See, e.g.*, Attachment A-6 at Document No. 000105 (identifying the V30.0 notice as "Document No.: PROS.10.19.F.03380.ExpeditesEscalationsV30" and indicating that the "Notification Category" is "Process Notification."). *See also* Attachment A-4 at Document No. 000090 (identifying V27.0 as a "Process Notification"). The CMP Document provides that changes that go through the process and product procedures "are not changes to OSS Interfaces" (*i.e.*, are not system changes). *See* Attachment A-9, §5.4 at Document No. 000195.

"Commission approved,"[22] clearly requires per the CMP Document that the Commission, not Qwest, determines the outcome.[23] Eschelon has brought the issues in the Complaint to the Commission to make that determination.

V. DENIAL OF EXPEDITES FOR UNBUNDLED LOOP PRODUCTS UNDER COMMISSION-APPROVED ICA.

Q. DO THOSE ISSUES IN THE COMPLAINT RELATE TO A CHANGE ANNOUNCED THROUGH CMP?

A. Yes. On October 19, 2005, Qwest announced a change to the expedite process to become effective on January 3, 2006. By then, Qwest's expedite process was described on Qwest's wholesale web site in a section of Qwest's posted Product Catalog ("PCAT") called "Expedites & Escalations Overview." Qwest assigns "Version" numbers to its proposed changes to the "Expedites & Escalations Overview" section of the PCAT. The change effective January 3, 2006 was identified as version number 30 ("V30.0"). I have provided V30.0 in Attachment A-6 to my testimony.[24] Version 30 effectively removed unbundled loops from the process that we had available under our interconnection agreement for the past six years. Qwest's changes in V30.0 denied the capability, even to a CLEC with expedite "language in [its] Interconnection Agreement (ICA),"[25] to expedite several products (including all unbundled loops) under the existing interconnection

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[22] *See, e.g.*, Answer, p. 2 line 6 & lines 17-18; p. 3 line 8.
[23] *See* Attachment A-9 (CMP Document) at Section 15.0.
[24] *See* Attachment A-6 at Document Nos. 000105-000115.
[25] *See* Attachment A-6 at Document No. 000107.

1 agreement language, even when the Emergency Conditions are met. As a result of
2 Version 30.0, in early 2006, Qwest began denying Eschelon the capability to expedite
3 unbundled loop orders under its Commission-approved interconnection agreement.
4 Without going to the Commission first, Qwest said that it would not expedite unbundled
5 loop orders per the Commission-approved interconnection agreement unless and until
6 Eschelon agreed to a $200 per day advanced expedite fee - even where the Emergency
7 Conditions are met. Eschelon has asked Qwest for cost support to support that rate, but
8 Qwest did not provide any supporting cost data.
9
10 **Q. WOULD YOU DISAGREE WITH QWEST'S SUGGESTION AT PARAGRAPHS**
11 **14B AND 16 OF ITS ANSWER TO ESCHELON'S COMPLAINT THAT CLECS**
12 **HAD AMPLE TIME TO ADJUST TO THE PROPOSED CHANGE?**
13 A. Yes, I would. Qwest's Answer could create the incorrect impression that there was a
14 "former expedite process" that was replaced by a "new expedite process" developed as
15 the result of a Covad change request (CR #PC021904-1) in CMP. Although a second,
16 optional alternative for obtaining expedites for a fee even when the Emergency
17 Conditions were not met (called the "Pre-Approved" process) was later made available to
18 requesting CLECs through CMP, that alternative did not replace the existing expedites
19 process when the Emergency Conditions were met (later called "Expedites Requiring
20 Approval" process) or any interconnection agreement expedite terms.
21 Eschelon supported Covad's change request, so long as the imposition of charges was
22 optional and that expedites meeting the emergency criteria previously discussed (*i.e.*,

1 Expedites Requiring Approval as they were now dubbed) were still available (at no
2 additional charge). Therefore, V11.0 introduced an optional, for-fee expedite process for
3 requests not meeting the emergency criteria.[26] For CLECs that did not sign the optional
4 amendment, V11.0 left the original expedite process unchanged – with the exception of
5 labeling it "Expedites Requiring Approval" to distinguish it from the optional for-fee
6 expedite process.
7
8 **Q. ARE YOU SAYING THAT THE NEW FEE-ADDED "PRE-APPROVED**
9 **EXPEDITE" PROCESS SUPPLEMENTED – NOT REPLACED – THE**
10 **EXISTING EXPEDITE PROCESS (LATER NAMED "EXPEDITES REQUIRING**
11 **APPROVAL")?**
12 A. Yes. That is very clear from V11.0 of Qwest's Expedites and Escalations Overview
13 document, which states, "Requesting an expedite follows one of two processes…." In
14 addition, Qwest responded to Covad's Change Request on May 12, 2004, stating, in part,
15 that "[i]f a CLEC chooses not to amend their Interconnection Agreement, the current
16 expedite criteria and process will be used."[27] And in its June 29, 2004 announcement
17 related to Covad's Change Request, the company stated that: "Qwest is
18 modifying/changing the existing manual Expedite process to incorporate two processes.
19 These are the fee-added Pre-Approved and emergency-based Expedites Requiring

[26] An example of a non-emergency expedite handled under the "Pre-Approved Expedite" is an end user with service may call and say: "I need to add 2 lines, and I need it within 2 days because my equipment vendor is only available then."

[27] *See* Attachment A-2 at Document No. 000057.

Approval."[28] Furthermore, in response to Eschelon's comments on Covad's Change Request, Qwest issued a July 15, 2004 response which states:

> 3. If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, **so is offering those customers two options**: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or **2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, <u>and the expedite reason is for one of those listed in the PCAT</u>, they are given the same opportunity at having the due date requested.**[29]

In fact, Qwest continued to approve and process Eschelon's requests for expedited orders when the Emergency Conditions were satisfied without an additional fee long after this change was made in CMP.[30] This was consistent with Eschelon's understanding that the existing expedite process would continue in parallel with the "fee based" process implemented by Change Request # PC021904-1. Qwest processed Eschelon's requests for expedited service delivery within the context of the emergency-based expedites requiring approval process, even after adopting Change Request # PC021904-1.[31]

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[28] *See* Attachment A-2 at Document No. 000066 (emphasis added).

[29] *See* Attachment A-2 at Document No. 000062 (emphasis changed).

[30] *See* Attachment D.

[31] *See, e.g.,* Attachment D, Document No. 000444, rows 4&5.

There are two options for obtaining expedites (requiring approval and fee-added). Nothing in Qwest's responses and announcement suggested that an "old process" would be replaced by a "new process." Instead, it was clear that there were "two options." Therefore, CLECs had no reason to expect or prepare for a new replacement process. After V30.0, however, Qwest is refusing to continue to provide expedite capability under the Commission-approved interconnection agreement for unbundled loop orders when the Emergency Conditions are met.

Q. DID ESCHELON OBJECT TO THE CHANGE PROPOSED UNDER V30.0 AND ATTEMPT TO RESOLVE THIS ISSUE BEFORE IT FILED THIS COMPLAINT?

A. Yes. Although the CMP document is not part of Eschelon's interconnection agreement with Qwest, Eschelon voluntarily followed the CMP objection, escalation, and dispute resolution processes to attempt to resolve this matter.[32] Eschelon also cited the interconnection agreement's dispute resolution provisions before bringing this matter to the Commission. I have provided, in Attachment A-7, Eschelon's letters dated March 21 and April 3, 2006 which demonstrate attempts by Eschelon to resolve these issues.[33] Eschelon's objections and dispute resolution efforts are described in Attachment A to my testimony.[34]

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[32] *See, e.g.,* Attachment A-7 at Document Nos. 000117, 000120, 000124-000126, 000137.

[33] *See* Attachment A-7 at Document Nos. 000130-000139.

[34] *See* Attachment A at 000012-00015.

1 **Q. DID ANY OTHER CLECS ALSO OBJECT?**

2 A. Yes. At least McLeodUSA, PriorityOne, Integra, Velocity, AT&T, and ELI objected in
3 CMP to changes made by Qwest in Version 30 [and a previous Version, Version 27
4 ("V27.0"),[35] that was issued at approximately the same time].[36] Following is an example
5 of a CLEC objection provided to Qwest through CMP:

6 "Integra objects to Qwest proposed change to remove the existing approval
7 required expedite process for designed products. When Integra signed the Qwest
8 Expedite Amendment we were not advised that by signing the amendment it
9 would change the current Expedites Requiring Approval process. We signed the
10 amendment believing that this would ADD to our options of having an order
11 completed outside the standard interval. When Integra signed the amendment
12 UBL DS0 loops were not included as a product on the list of products in the "Pre-
13 Approved Expedites" list. When the UBL DS0 was added to this list Integra did
14 not comment as at that time we still believed the Expedites Requiring Approval
15 process was in place for our use."[37]
16

17 This CMP objection by Integra shows that, like Eschelon, Integra understood that the fee-
18 added expedites process ("Pre-Approved" process) was an optional alternative that
19 should not have replaced the long-standing expedites process available under the
20 interconnection agreement when the Emergency Conditions are met ("Requiring

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[35] In Version 27 of the Expedite & Escalation Overview released in October of 2005, Qwest revised the fee-based (*i.e.*, Pre-Approved) expedite process by adding additional UNE products for which the new process would apply. Specifically, Version 27 added 2 and 4 wire analog unbundled loops as products for which the fee-based expedite process could be used. *See* Attachment A-4. The 2/4 wire loops were added to the Pre-Approved, or optional fee-based expedite process, as a result of Qwest removing an explicit exception that previously excluded both 2 and 4 wire loops from the optional, Pre-Approved process. Version 27.0 said nothing about no longer making those products available under the expedites requiring approval terms.

[36] *See* Attachment A-7 at Document Nos. 000118, 000120-000121, 000123-000128. Qwest issued a series of notices in a short amount of time that created confusion. It was so confusing that Qwest, in a Nov.18, 2005 response, had to both describe the overlapping changes and include a complicated timeline to show what it said it had done. *See* Attachment A-7 at Document Nos. 000122-000123.

[37] *See* Attachment A-7 at Document Nos. 000127-000128.

1 Approval" process). On page 2 (lines 6-7) of Qwest's Answer in this matter, Qwest
2 claims that "hundreds of CLECs have opted into the 'expedite process'. . . ."[38] Any
3 other CLECs that signed the Qwest expedite amendment before V30.0, however, may
4 likewise have signed the amendment not knowing that Qwest would later unilaterally
5 change the terms upon which expedites are available, without first seeking Commission
6 approval to do so.
7
8 **Q. HOW DID QWEST RESPOND TO THE CLECS' OBJECTIONS?**
9 A. An escalation raised by McLeod - and later joined by Eschelon – was rejected by Qwest
10 via a response dated November 4, 2005 (and delivered on November 7, 2005). In that
11 denial, Qwest stated:

12 In response to McLeod's concern around the costs associated with an expedited
13 request; discussion around rates associated with an Interconnection Agreement
14 are outside the scope of the CMP process. Qwest maintains its position that
15 2w/4w analog loops be included in the pre-approved expedite process to create
16 consistencies across the UBL product line as well as other products that follow
17 the designed services flow.[39]
18

19 On November 18, 2005, Qwest distributed a written denial to the objections of Eschelon
20 and other CLECs regarding V30.[40] In that denial, Qwest said:

21 Qwest does not sell Unbundled Loops to its end user customers so it is not
22 appropriate to make a comparison to retail in this situation. Qwest is selling a

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[38] Eschelon requested copies of all such amendments or other agreements from Qwest in Eschelon's Request for Production 1-2, but Qwest did not produce copies of any expedite amendments signed by CLECs to Eschelon. Although Qwest provided some summary data containing dates, the dates do not appear to be the dates upon which expedite amendments were signed or effective, because many of the dates pre-date when Qwest began offering an expedite amendment in 2004.

[39] *See* Attachment A-7 at Document No. 000129.

[40] *See* Attachment A-7 at Document Nos. 000122-000128.

> pipe, not a switched POTS service. The DS0 UBL 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 DSO pipe. Therefore, Qwest's position is that there is not the parity component that is being raised with this comment.[41]

After these denials, Qwest implemented V27.0 and V30.0 over CLEC objections.

Q. DOES QWEST NOW REFUSE TO EXPEDITE ORDERS PERTAINING TO UNBUNDLED LOOPS FOR ESCHELON CUSTOMERS EVEN IN CIRCUMSTANCES WHEN THE EMERGENCY CONDITIONS ARE MET?

A. Yes. Qwest has specifically stated that it will no longer expedite any orders for unbundled loop products, even when the Emergency Conditions are met, under the same terms of the Commission-approved interconnection agreement under which it had provided that capability for the previous six years in Arizona.

Q. HAS ESCHELON REFUSED TO PAY QWEST FOR EXPEDITES?

A. No. Eschelon told Qwest in writing that it will pay charges for expedites under the existing interconnection agreement, including hourly and dispatch charges, as well as the installation NRC.[42] Eschelon has told Qwest on previous occasions as well that it will pay Commission approved rates.[43]

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[41] *See* Attachment A-7 at Document No. 000124.

[42] *See* Attachment A-7 at Document No. 000138.

[43] *See, e.g., AZ 271 Order* ¶106.

Moreover, to resolve the trouble on behalf of our customer, Eschelon ordered a more expensive special access private line DS1 circuit.[44] Eschelon's payment of the higher rate, despite its position that the rate is inapplicable, shows that Eschelon was willing to pay. As Mr. Webber discusses in his testimony, the amount Eschelon should have to pay is a separate issue for this Commission to decide.

VI. REHABILITATION CENTER EXAMPLE SHOWS THE CONSEQUENCES OF QWEST'S CONDUCT

Q. ARE YOU FAMILIAR WITH THE EXAMPLE DESCRIBED IN PARAGRAPHS 22-41 OF ESCHELON'S COMPLAINT, AND IF SO, DO PARAGRAPHS 22-41 OF ESCHELON'S COMPLAINT ACCURATELY DESCRIBE THOSE EVENTS?

A. Yes. I am familiar with those facts. I was personally involved at Eschelon in escalation of this issue. Paragraphs 22-41 of Eschelon's Complaint accurately describe the facts. Eschelon's customer is an Arizona non-profit community rehabilitation organization providing in-patient and out-patient services to children and adults with disabilities. There was an Eschelon disconnect of service in error.[45] As discussed above, disconnects in error happen both from the ILEC and CLEC perspective.[46] The fact that disconnects in error happen means that CLECs and ILECs will sometimes need expedites to promptly restore service to a customer whose telephone service has been disconnected in error.

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[44] Complaint ¶36.

[45] Eschelon admitted its error to Qwest, to the customer, and in its Complaint (*see* Complaint, p. 2, lines 3-4 and p. 9, ¶26, lines18-20).

[46] *See* Attachment C. *See also* sixth bullet point in the above list of Emergency Conditions ("Disconnect in error by Qwest").

1 Qwest refused to expedite the loop order (*i.e*, meet a due date earlier than the standard
2 interval) to correct the error and re-establish service under the Commission approved
3 interconnection agreement's expedite provisions. Qwest admits that, while it previously
4 provided such expedites to Eschelon, it will no longer provide expedites to Eschelon for
5 unbundled loop orders under the existing interconnection agreement, even when the
6 Emergency Conditions are met.[47] While the customer was out of service and in need of
7 911 capability, Qwest used the situation to demand that, despite the presence of expedite
8 terms in our existing interconnection agreement,[48] Eschelon sign a new interconnection
9 agreement amendment imposing a charge of $200 per each day expedited, totaling
10 approximately $1,000 (in addition to the Commission approved installation charge
11 associated with the correcting order), even though the facilities were still in place and
12 little, if any, additional work was required.
13
14
15 **Q. IS THE REHABILITATION CENTER CUSTOMER DISCUSSED IN**
16 **ESCHELON'S COMPLAINT AN EXAMPLE OF A CUSTOMER TO WHICH**
17 **ESCHELON PROVIDES BASIC LOCAL SERVICES OVER A DS1 CAPABLE**
18 **LOOP?**
19 A. Yes. The in-patient clients of the rehabilitation center had dial tone and 911 capability
20 through their telephone service provided by Eschelon. If Eschelon had instead provided
21 individual analog lines to the customer, the in-patient clients of the rehabilitation center

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[47] *See* Answer, page 9 ¶ 14 Lines 24-25 & page 11, ¶ 14B, line 6.

[48] *See, e.g.*, Qwest-Eschelon ICA at §3.2.2; *see also* Exhibit 1 to Eschelon's Complaint (Attachment A-7 at Document Nos. 000134-000136. Mr. Webber provides a discussion of the ICA terms in his testimony.

would have still had dial tone and 911 capability through their telephone service provided by Eschelon. Eschelon happened to use a DS1 capable loop as the pipe to provide dial tone and 911 capability to these clients of the center.

Q. QWEST STATES, ON PAGE 13 OF ITS ANSWER IN RESPONSE TO PARAGRAPH 29 OF ESCHELON'S COMPLAINT, THAT THERE IS NO CIRCUIT TO REPAIR AFTER A DISCONNECT ORDER HAS BEEN COMPLETED. DO YOU AGREE?

A No. In fact, in the rehabilitation center example described in paragraphs 22-41 of Eschelon's Complaint, Qwest initially repaired the disconnected circuit.[49] The rehabilitation center was not expecting any service disruption on that circuit. Naturally, therefore, when the rehabilitation center found that it did not have dial tone on that circuit, the customer called the repair bureau of its provider - Eschelon. In turn, Eschelon naturally called the repair bureau of its wholesale provider - Qwest - to report that outage,[50] as the trouble appeared to Eschelon to be in the Qwest network. Because Eschelon was unaware of the disconnect in error at that time,[51] Eschelon viewed the outage like other troubles that require repair to restore service to serve its customer by contacting Qwest repair. Qwest repaired the circuit, and Eschelon's customer confirmed to Eschelon that the circuit was working. As described in paragraphs 30-31 of the

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[49] *See* Complaint, ¶¶28-29.
[50] Qwest Trouble Ticket # OC125098.
[51] *See* Complaint, ¶29.

1 Complaint, the rehabilitation center customer called when its service went down again,

2 but this time Qwest did not repair it.

3

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

5 A. Yes, at this time.

Johnson
xtra

ATTACHMENT A

Chronology of the Qwest Change Management Process (CMP) Changes Relating to Expedites

In the first section of this Chronology, background information is provided to explain the terms and context of the CMP items discussed below. In the second section of this Chronology, the history of changes Qwest has made or attempted to make in CMP to both of its expedite processes (requiring approval based on emergency conditions process and later additional for-pay process) is discussed. There are seven sections in the latter history section. Documents cited in each of the seven sections are attached to this Chronology and organized by corresponding section number. Also attached are excerpts from Qwest's Statement of Generally Available Terms (SGAT) and Qwest's complete CMP Document, both printed from Qwest's web site. The CMP document governing the procedures for CMP ("CMP Document") is found at: http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc

The "Expedites & Escalations Overview" is a section of Qwest's Product Catalog ("PCAT") on the Qwest wholesale web site. *See* http://qwest.com/wholesale/. Changes to the wholesale PCAT are sometimes made through Qwest's Change Management Process (CMP) either by notice or Change Request ("CR"), depending on the nature of the change. Qwest assigned "Version" numbers to its proposed changes to the "Expedites & Escalations Overview" section of the PCAT, and the first six sections of the history discussion are arranged by Version number. The seventh section addresses CLEC objections, Qwest's denials, and dispute resolution.[1]

BACKGROUND

Participation in CMP. Qwest's CMP documentation on its wholesale web site addresses who may participate in CMP: "Current CLEC Product, Process, or OSS Interface users, or those who have an agreed upon project work plan for implementing a Product, Process or OSS Interface, may submit change requests and participate in the CLEC Industry Team."[2] Eschelon must use Qwest's processes and OSS interfaces to conduct business with Qwest and therefore receives CMP notices and participates in CMP meetings. The CMP is often the only means through which information about system and process changes is obtained. Participation does not equal consent. The CMP Document provides that a participating CLEC's interconnection agreement ("ICA") governs over all CMP changes, and this does not vary depending of whether the CLEC participated in that change. *See* CMP Document §1.0; see also Qwest-Eschelon ICA, Part A, § 17.1.

No Voting on Process Changes in CMP. No voting occurs in CMP as to the substance of product and process changes. In other words, there is no vote in CMP as to whether a particular change request should be adopted or not. Qwest will complete or deny a request for a change in process or product. Regarding Expedites & Escalations, Qwest

[1] Most of the attached documents are Qwest's own documents (*i.e.*, admissions by Qwest).
[2] http://www.qwest.com/wholesale/cmp/index.html (italics deleted)

described its proposed changes as "process" changes. They were not system changes. CLECs are permitted to object in CMP to Qwest product and process changes. Even if, however, every single CLEC objects and Qwest still does not agree, Qwest nonetheless implements its desired change after applicable time periods for product and process changes. (*See* §5.4 of CMP Document.) Qwest refers to such CMP changes as "notification" processes.[3] In contrast to Qwest's "notice and go" relatively quick process, an objecting CLEC's only recourse is to seek expensive and time-consuming dispute resolution for each change in state affected by the change. *See id.* & §15.0 Voting only occurs in two situations. First, voting occurs for changes to the CMP Document itself and certain procedures within that document (such as whether to change the disposition level of a CR, §5.4.3.1; whether to grant an exception to the CMP procedures, §16.2.1; *etc.*). *See* CMP Document §§ 5.1.1, 5.1.2, 5.4.3.1, 16.2 et al., 16.4 *et al.*, 17.0. The expedite changes are not changes to the CMP Document or the CMP procedures. Second, voting occurs to prioritize (*i.e.*, "rank) proposed systems (OSS) changes. *See* CMP Document §§ 5.2.1, 5.2.2, 10.3.3, 10.3.4, 16.2 *et al.*, 17.0. The expedite changes are not system changes. Therefore, any reference to voting with respect to the expedite processes is a red herring to create the impression that there is a democratic process for process changes when there is not.

Section 252(a): Terms and conditions requiring mutual assent are governed by the ICA, and the CMP Document is clear that the ICA controls *vis a vis* CMP. *See* CMP Document §1.0; *see also* §252(a) of the Act; Notice of Apparent Liability for Forfeiture, *In the Matter of Qwest Corporation Apparent Liability for Forfeiture*, FCC File No. EB-03-IH-0263, ¶32 (March 11, 2004) (FCC said: At "no point did we create a general 'web-posting exception' to section 252(a)").

CMP, PCAT and SGAT: Neither the PCAT nor CMP are mentioned anywhere in the Qwest-Eschelon ICA. Eschelon opted into the original AT&T ICA, and the Eschelon-Qwest ICA was approved by the ACC on April 28, 2000. The PCAT and CMP were developed after approval of the ICA, largely through or as the result of the Section 271 proceedings to determine the terms under which Qwest could enter the long distance market. Both the CMP and the PCAT are referenced in Qwest's Statement of Generally Available Terms ("SGAT") (which was developed largely through Section 271 proceedings). Qwest's Arizona SGAT, in both Section 4.156 and Section 7.4.7, provides: "Qwest agrees that CLEC shall not be held to the requirements of the PCAT."[4] This provision shows that the history of CMP is that it was not intended to bind CLECs. Eschelon is similarly not held to the requirements of the PCAT, as neither the PCAT nor the CMP are part of its ICA with Qwest. Nonetheless, as described below, Eschelon voluntarily followed those processes in this case.

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[3] *See, e.g.* Qwest's 11/18/05 response to Eschelon's objections to Version 30 (Qwest said: "Qwest utilized the appropriate CMP notification processes to notify CLECs of the pending changes.") This indicates Qwest's view that it can unilaterally notify CLECs of changes, rather than obtain their agreement. To the extent that CMP is such a "notice" process, it does not meet the requirement of mutuality for negotiated terms (or Commission involvement for arbitrated terms) governed by Section 252 and does not supplant Section 252, as the CMP Document itself recognizes by indicating that the ICA controls. *See* CMP Document, §1.0.

[4] http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-SGAT-8-29-03.doc

Scope of CMP: The document governing CMP,[5] in Section 1.0 ("Introduction and Scope"), provides: "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."[6] Qwest also repeats this language on many of its CMP notices. Rates and the application of rates are also outside the scope of CMP. *See, e.g.*, Qwest's response to the McLeod-Eschelon escalation (attached and discussed below) in which Qwest states: "discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process."

[5] The CMP document is Exhibit G to the SGAT. The SGAT provides (at SGAT Section 12.2.6.3) that Exhibit G can be changed per the CMP document processes (which require a unanimous vote in CMP) without amendment of the SGAT. Therefore, the SGAT Exhibit G on the Qwest web site may not have all of the revisions made through CMP that are in the updated CMP document on the Qwest web site (see URL above). For the SGAT Exhibit G, see http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-08-29-03-Exhibit-G.doc

[6] http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc

HISTORY OF PROPOSED CHANGES[7] TO QWEST EXPEDITE PROCESSES

1. Expedites Process – Later Called "Expedites Requiring Approval" Process

[*See See* Product Notification for Version 1 of the Expedites & Escalations Overview http://www.qwest.com/wholesale/cnla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc; *see also* "Expedites & Escalations Overview – V8.0" - Copy is attached. It appears it is no longer on the Qwest web site.]

Summary: Under this process ("Expedites Process"), Qwest will expedite orders for all products and services (including all unbundled loops), but only if the order meets one of the criteria/conditions below. The conditions relate generally to emergencies and harm to end user customers. If the conditions are met, Qwest will grant the expedite (*i.e*, meet the earlier due date) resources permitting, and no additional charge will apply. If the conditions are not met, no expedite will be granted (*i.e.*, the standard interval applies to establish the due date). The conditions are listed in the bullet points *below*. To obtain such an expedite, the CLEC submits an order with the normal due date interval and may call Qwest to request an expedite. On such a call, the CLEC provides information from which Qwest can determine if the expedite meets one or more of the conditions so that Qwest will approve the request.[8] Under the expedites requiring approval process, Qwest granted expedite requests to Eschelon. [*See, e.g.*, PON Numbers AZ418942CJH (7/26/04); AZ409134CJH (6/22/04); CAZ5016941TIH (5/11/04); AZ467137RAK (1/10/05).] Although there are Commission approved rates for dispatches and hourly labor in Arizona, so that Qwest could have otherwise charged for expedites pursuant to the ICA if such additional dispatches or work were required, the ICA also provides for nondiscrimination.[9] As Qwest does not require its own retail customers to pay an additional expedite charge (*see, e.g.*, Qwest RPD – "Due Dates – POTS/Non-Design – All States Bus Res"),[10] no additional charge applies for CLEC expedites meeting the Original Conditions either under the expedites requiring approval process.

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[7] Other Proposed Changes/Versions. The Qwest "Expedites & Escalations Overview" went through several versions, but some of those versions/changes are not discussed here. Those versions did not affect, for example, the criteria or products to which those criteria apply. (This is just noted here to explain why the version numbers are not consecutive.) To view the other versions, see the history log for the "Expedites & Escalations Overview." See http://www.qwest.com/wholesale/downloads/2006/060407/HL_Exp_Escl_V36.doc

[8] Therefore, Qwest later called the Expedites Process the "Expedites Requiring Approval" process. This title was not needed initially, as there was only one process. When Qwest later added an optional for pay process to obtain expedites when the conditions were not met but a CLEC would pay a higher charge (see below), Qwest referred to the additional process as the "Pre-Approved Expedite Process" and the Expedites Process as the "Expedites Requiring Approval" process to distinguish them.

[9] The ICA provides that Qwest "shall provide CO-PROVIDER the capability to expedite a service order. . . . If CO-PROVIDER requests a due date earlier than the standard due date interval, then expedite charges may apply." (ICA Att. 5, Sections 3.2.2.13 & 3.2.4.2.1.) This language is in Attachment 5, which applies to all products and services. Section 31.1 of Part A of the ICA provides that Qwest "shall conduct all activities and interfaces which are provided for under this Agreement with CO-PROVIDER Customers in a carrier-neutral, nondiscriminatory manner."

[10] Note that "waive charges" refers to other NRCs (such as installation) and not expedite charges, as there are no expedite charges in this process. Eschelon understands that the installation NRC charge will not be waived when Eschelon causes the disconnect in error and has not sought such a waiver here. If the end user customer caused the disconnect, the expedite would not be granted, but that is not the case here. It is a carrier-caused disconnect in error. Eschelon does not get the NRC waiver, as it is the carrier in this case,

Effective Date: The Commission approved the Eschelon-Qwest ICA on April 28, 2000. The mutually agreed upon process was in place before Qwest documented it on its website. On September 22, 2001, Qwest issued a product notification that Qwest had updated its website on methods and procedures for Expedites and Escalations to document the definition of expedite and valid expedite reasons (*i.e.*, the emergency conditions). (*See* Product Notification for Version 1 of the Expedites & Escalations Overview.) This was not a change request or change in process. Qwest specifically recognized in the product notification that "these updates reflect current practice." *See* http://www.qwest.com/wholesale/cnla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc
Products: All (including unbundled loops – analog and high capacity)
Expedite Charge: No additional charge. [The carrier pays the standard installation/order charge generally but does not pay an extra charge for expediting the due date to an earlier date. The same work (as the work included in the standard charge) is performed, but it is just performed earlier.]

Conditions/criteria for obtaining an expedite requiring approval ("Original 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 Ready For Service (RFS) date
- Delayed orders with a future RFS date that meet any of the above described conditions

2. Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (Optional "Pre-Approved Expedite" Process)
[*See* "Expedites & Escalations Overview – V11.0" (http://www.qwest.com/wholesale/downloads/2004/040629/PCAT_Exp_Escl_V11_0_reissue.doc)]
Summary: Sometimes a carrier desires an expedite but the situation does not meet the emergency criteria. For example, an existing End User Customer with service may call its carrier and say: "I need to add 2 lines, and I need it within 2 days because my equipment vendor is only available then." This situation does not meet the above criteria, so historically an expedite was not available. Covad indicated that, if Qwest were to provide expedites in this type of optional situation (*i.e.*, when the above criteria are not met), Covad would be willing to pay an additional charge to obtain an expedite. Covad submitted a Change Request (CR #PC 021904-1) to Qwest's CMP to request this optional process. The title of Covad's CR is "Enhancement to Existing Expedite Process

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but it does get the expedite at no additional charge over and above that NRC (or, Eschelon is willing to pay the Commission approved rates for costs to Qwest for the expedite, if any).

for Provisioning." Eschelon supported Covad's request, so long as the imposition of charges was optional and the expedites meeting the criteria were still available (at no additional charge). In Qwest's May 12, 2004 Response to the Covad CR, Qwest reassured CLECs that: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used." *See* http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm.

In Qwest's July 15, 2004 Response to Eschelon's comments on Covad's CR, Qwest added: "If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers ***because of existing contractual obligations***, so is offering those customers ***two options***: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an ***additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT,*** they are given the same opportunity at having the due date requested. This comment is accepted." (emphasis changed):
http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc).

In Qwest's June 29, 2004 announcement related to Covad's CR, Qwest said: "Qwest is modifying/changing the existing manual Expedite process to incorporate ***two processes***. These are described as Pre-Approved and Expedites Requiring Approval" (emphasis added).

Qwest's own responses and announcement show that the Covad CR did nothing to alter or eliminate the Expedites Process requiring approval, which remained available for expedites of loop orders when the conditions were met, in addition to the Covad-initiated option, without an ICA amendment. In contrast, Qwest claims in ¶14(B) of its Answer, that "Qwest worked on the process with the industry in CMP for 18 months – from February 2004 to July 2005. Qwest then gave the industry – including Eschelon – until January 2006 to prepare for the new process." Nothing in Qwest's responses and announcement, however, suggested that there was going to be an "old process" and a "new process." Qwest clearly stated that there were "two options" (*see* above), denying that one process would replace the other. CLECs had no reason, therefore, to "prepare" for a new process.

Announcement/Effective Dates: June 29, 2004/July 31, 2004
Products/Pre-Approved Expedite Process: Applies to specified products (see Version 11) only, including unbundled loop (***except for*** 2/4 wire analog loops)
Exclusive process for loops? ***No***. The Expedites Process (a/k/a "Expedites Requiring Approval") is still available for all products for no additional charge, if the Original

Conditions are met.[11] For example, Qwest provided expedites at no additional charge to Eschelon that completed on January 10, 2005 (AZ PON 467137RAK), and May 11, 2005 (AZ PON CAZ5016941TIH).

Expedite Charge/ Pre-Approved Expedite Process: $200 per day expedited (*i.e.*, if the standard interval was 5 days, and the order was for a same day expedite, the additional charge would be $1,000).

Criteria for obtaining / Pre-Approved Expedite Process: Must sign contract amendment, order products on specified list, and payment of additional charge. No need to meet Original Conditions listed above to obtain an expedite at the $200 per day expedited rate.

Background (see attached documents):

2/20/04 – Covad submitted a Change Request (CR) requesting a process to expedite installations that did not meet Qwest's Original Conditions for expedites (see above). (http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm)

6/15/04 – Qwest sent PROS.06.15.04.F.01792.ExpeditesV11 for review and comments. http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc

6/18/04 – To review CLEC comments and Qwest responses to the Qwest proposed changes see http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc

6/29/04 – Qwest announcement (attached)

7/31/04 Effective date (see above)

3. Expansion of the Original Conditions to Add Additional Conditions

[*See* "Expedites & Escalation Overview – V22.0" (http://www.qwest.com/wholesale/downloads/2005/050506/PCAT_Exp_Escl_V22.doc)]

Summary: The status of the Expedites Process requiring approval remained the same. Qwest added three conditions to the list of Original Conditions to expand the occasions upon which Qwest would grant expedites when the conditions were met.

Announcement/Effective Date: May 9, 2005/June 23, 2005

Announcement: http://www.qwest.com/wholesale/cnla/uploads/PROS%2E05%2E09%2E05%2EF%2E02892%2EExpedites%5FEscalations%5FV22%2Edoc

Expedite Charge: No additional charge.

Products: All (including unbundled loops – analog and high capacity). For example, although Covad's CR had been processed and the optional Pre-Approved for pay process was in place at this time, expedites remained available to CLECs that had not signed that

[11] *See, e.g.*, later objection by Integra (#6 below): "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."

amendment but met the emergency conditions. For example, Qwest provided an expedite at no additional charge to Eschelon that completed on July 6, 2005 (PON MN510386T1FAC).

Conditions/criteria for obtaining an expedite requiring approval (with three new conditions highlighted as last three bullet points) ("Original 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 Ready For Service (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

4. Expansion of Optional, Additional Pay-for-Expedites Not Meeting Criteria Process ("Pre-Approved Expedite" Process) to Add Two Products

[*See* "Expedites & Escalation Overview – V27.0" (http://www.qwest.com/wholesale/downloads/2005/050909/PCAT_Exp_Escl_V27.doc)]

Summary: Qwest added two products to the recent optional Pre-Approved Expedite Process (where a charge applies and the conditions need not be met) with no mention that any products would later be removed from the original Expedites Requiring Approval Process (no charge when Original Conditions are met). At this time (*i.e.*, after the effective date of the Version 27 notice), the original process was still available (at no additional charge) for all unbundled loops when the Original Conditions were met. It did not matter to what products the Pre-Approved process applied or did not apply for CLECs not opting to use that process, because such CLECs could still use the Expedites Process when they met the emergency conditions. In Version 27, Qwest added the following two products to the Pre-Approved Expedite Process: (1) port in/port within associated with certain products; and (2) 2/4 wire analog unbundled loops. In the list of products to which the Pre-Approved Expedite Process applied, 2/4 wire analog unbundled loops were previously listed as an exception. Qwest added 2/4 wire analog unbundled loops to the list by removing this exception to the list of applicable products. This allowed CLECs desiring such a process to expedite unbundled analog loops when the expedite did not meet the Original Conditions. Eschelon did not desire to use an expedite process, except in the emergency kinds of situations that are identified on the list of Original Conditions. Because expedites for all unbundled loops (including 2/4 wire analog unbundled loops) were still available at no charge under the original process when the Original Conditions where met, Eschelon expressed no objection to adding them to the Pre-Approved Expedite Process for CLECs who desired to use that process for expedites not meeting the Original Conditions. Eschelon did inquire, however, as to the

cost if a CLEC should later desire to use that process. *See* http://www.qwest.com/wholesale/downloads/2005/051011/QwestResponsetoDocumentInReview.doc

Announcement/Effective Dates: October 12, 2005/October 27, 2005
Products/Pre-Approved Expedite Process: Applies to specified products (see Version 11) only, including unbundled loop (***including*** 2/4 wire analog loops)
Exclusive process for loops? ***No***. The Expedites Requiring Approval are still available for all products for no additional charge, if the Original Conditions are met. For example, Qwest provided an expedite at no additional charge to Eschelon that was granted on Nov. 7, 2005 (PON CO588026T1FAC).
Expedite Charge/ Pre-Approved Expedite Process: $200 per day expedited (*i.e.*, if the standard interval was 5 days, and the order was for a same day expedite, the additional charge would be $1,000).
Criteria for obtaining / Pre-Approved Expedite Process: Must sign contract amendment, order products on specified list (which includes all loops), and payment of additional charge. No need to meet Original Conditions listed above to obtain an expedite at that rate.

5. Qwest Attempted to Change the Expedites Process to Exclude CLEC-Caused Disconnects in Error, But Retracted its Proposal After Eschelon Objected.
[*See* Initial "Expedites & Escalation Overview – V29.0" (http://www.qwest.com/wholesale/downloads/2005/051014/PCAT_Exp_Escl_V29.doc); *See also* Qwest notice retraction PROS.10.18.05.F.03397.Retract_ExpandEscal_V29 http://www.qwest.com/wholesale/cnla/uploads/PROS%2E10%2E18%2E05%2EF%2E03397%2ERetract%5FExpandEscal%5FV29%2Edoc]

Summary: Qwest issued a Version 29 in which it attempted to modify some of the original emergency conditions. For example, one of the conditions states that expedites will be granted for "Conditions where your end-user is completely out of service (primary line)." In its proposed Version 29, Qwest proposed to add to this condition a limiting qualifier that said: "Does not include disconnects in error" to begin to exclude CLEC-caused disconnects in error from the emergency conditions. Qwest issued its Version 29 as a "Level 1" notice, which is defined in the CMP Document as minor changes that do not affect CLEC's procedures so they can become effective immediately.[12] Eschelon objected to the assignation of a Level 1 designation and objected to Qwest's description of such changes as "simple clarifications that have not been previously documented." In fact, under this process, Qwest grants expedites for conditions when CLEC's end user customer is completely out of service (primary line) due to a CLEC disconnect in error. (*See, e.g.*, CAZ5016941TIH (5/11/04); Z467137RAK (1/10/05.) After all, CLEC is the carrier, just as Qwest is the carrier when

[12] *See* CMP Document §5.4.2 ("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.").

Qwest disconnects in error. In both cases, the circumstances are different from an error caused by the end user customer. Qwest retracted this notice and did not re-issue it at all (at any Level). Therefore, the Original conditions are still in place and were not modified to exclude CLEC-caused disconnects in error from the emergency conditions.

Announcement/Effective Dates: October 17, 2005/None (Retracted October 18, 2005)
Products: No change (Retracted)
Expedite Charge: No change (Retracted)
Criteria for obtaining: No change (Retracted).
Exclusive process for loops? No change (Retracted)

6. Two Expedite Processes (Requiring Approval and For Pay) Exist, But Qwest Will No Long Honor the Expedites Process Requiring Approval for Unbundled Loop Products, Even When Conditions Met. For Loops, Expedites Only Available If CLEC Agrees to a Per Day Rate Structure.

[*See* "Expedites & Escalation Overview – V30.0" (http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscl_V30.doc)]

Summary: Qwest's changes in Version 30 denied the capability to a CLEC with expedite "language in [its] Interconnection Agreement (ICA)" to expedite any product (including all loops) on Qwest's expanded Pre-Approved Expedite product list, even when the Original Conditions are met. Among other changes, Qwest deleted the quoted phrase in the previous sentence regarding the ICAs from the PCAT (*see* below). Through this change in CMP, Qwest imposed a "per day" expedite rate structure upon CLECs requesting an expedite for loops, even though rate issues are outside the scope of the CMP process. Ironically, however, in response to an Eschelon and McLeod escalation to object, Qwest denied the escalation because rate issues are "outside the scope of the CMP process." (*See* #6 below.)[13] As a result of Qwest's January 3, 2006 Version 30 changes (when combined with those in Version 27), for the first time during the term of the Qwest-Eschelon ICA (since April of 2000), Qwest changed the terms on which expedites were available so that Qwest will not provide the capability to expedite orders under the ICA for unbundled loops, even when the ICA contains expedite language and the Original Conditions are met. As the above examples show, Qwest previously not only did so under the ICA but also did so at no additional charge. The ICA has not changed.[14]

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[13] http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation__39_McLeodUSA.doc

[14] The ICA provides that its terms cannot be altered without a written amendment of the parties. A party desiring an amendment may request one and, if it is not obtained, seek dispute resolution. Qwest did not do so to obtain an amendment to allow it to refuse to apply the expedites process requiring approval to loops or to impose a new rate structure different from any approved by the Commission. *See* Eschelon-Qwest ICA, Part A, § 17.1: "Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. If either Party desires an amendment to this Agreement during the term of this Agreement, it shall provide written notice thereof to the other Party describing the nature of the requested amendment. If the Parties are unable to agree on the terms of the amendment within thirty (30) days after the initial request therefore, the Party requesting the amendment may invoke the dispute resolution process

Following is the Qwest redline showing these changes from the previous version to Version 30 of its PCAT:

> 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~~ contained in the "Pre-Approved Expedites" section below ~~(see below), and~~ your ICA ~~has~~ must contain 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.

In its November 18, 2005 Response, Qwest gave the following reason for its refusal to provide the capability to expedite orders for loops under the Expedites Process: "Qwest does not sell Unbundled Loops to its end user customers." In other words, Qwest is apparently claiming there is no retail analogue for loops. Qwest then concludes in the same Response: "so it is not appropriate to make a comparison to retail in this situation." The Commission, not Qwest, must determine whether the FCC's tests in the NY 271 Order[15] are met for the provision of UNEs on terms that are just, reasonable, and nondiscriminatory -- in "substantially the same time and manner" for an element with a retail analogue and offering a "meaningful opportunity to compete" when no retail analogue. The FCC stated specifically that the latter retail analogue test is no less rigorous than the first. (*Id.* ¶ 55.) When Qwest decided to change course after six years of operating in an agreed upon matter under the ICA, Qwest should have submitted the issue to the Commission to determine application of this test, not implemented its own, unapproved decision. *See* ICA, Part A, § 17.1.

Announcement/Effective Dates: October 19, 2005/January 3, 2006
Products/Pre-Approved Expedite Process: Applies to specified products (see Version 11) only, including unbundled loop (except for 2/4 wire analog loops until the Version 27 change took effect to include them). Despite earlier effective date for Version 27, Qwest did not change the PCAT to reflect Version 27 until after Version 30 was announced. Therefore, the announcement for Version 30 did not reflect the Version 27 change to add the two products.
Expedite Charge/ Pre-Approved Expedite Process: $200 per day expedited (*i.e.*, if the standard interval was 5 days, and the order was for a same day expedite, the additional charge would be $1,000).
Criteria for obtaining / Pre-Approved Expedite Process: Must sign contract amendment with "per day" rate structure, order products on specified list, and payment of additional

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under Section 27 of this Part A of this Agreement to determine the terms of any amendment to this Agreement."

[15] Memorandum Opinion and Order, *In the Matter of the 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,* FCC 99-404, CC Docket No. 99-295, ¶ 44 (rel. December 22, 1999).

charge. No need to meet Original Conditions listed above to obtain an expedite at that rate.

Exclusive process for loops? ***Yes, according to Qwest.*** Qwest claims the Expedites Requiring Approval are ***now no longer available*** for all products on the Pre-Approved Expedite list (including all unbundled loops) for no additional charge, even when the Original Conditions are met. The Expedited Requiring Approval process exists as it did before, but Qwest denies the capability to use it for unbundled loops.

7. CLEC Objections, Qwest's Denials, and Dispute Resolution

Although the CMP Document is not part of Eschelon's ICA with Qwest, Eschelon voluntarily followed the CMP objection, escalation, and dispute resolution processes to attempt to resolve this matter. Eschelon also complied with the ICA's dispute resolution provisions before bringing this matter to the Commission.

On October 21, 2005, Eschelon requested a CMP ad hoc call to obtain further information about Qwest's proposed Version 30 changes.

On October 27, 2005, McLeod submitted a written escalation in which McLeod said: "2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Thus Qwest will begin charging $200 per circuit per day expedite fee instead of following the existing process of approving expedites based upon the Expedites Requiring Approval process. . . . McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite. . . . Makes it almost impossible for McLeodUSA to expedite with such a high charge for just 2w/4w loop service. . . . McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite."[16] *See* http://www.qwest.com/wholesale/downloads/2005/051028/Escalation_39_Mcleod_PROS_09_12_05_F_0342_Expedites_Escalations_V27.doc. McLeod and Eschelon escalated these issues after Qwest announced both Versions 27 and 30 so it had now become clear that Qwest was attempting to deny the capability to use the Expedites requiring approval process for unbundled loops, though it was unclear through which Version Qwest had actually done so.[17]

[16] McLeod cited the Version 27 Qwest notice in its escalation (and not also Version 30). By this time, however, Version 30 had been announced and the substance of McLeod's escalation addressed the problem created by the two versions combined. As indicated below, Qwest recognized in its response regarding Version 30 that CLEC's were commenting to multiple notices together. Also, Qwest later claimed that the issue of Qwest's process change resulting in a change in the rate and application of the rate was outside the scope of CMP. Qwest thus rendered further CMP escalation moot, as it had both provided its binding denial and indicated that it would not discuss the issue again in CMP.

[17] Qwest issues a series of notices in a short amount of time that created confusion. It was so confusing that Qwest, in its Nov.18, 2005 had to both describe the overlapping changes and include a complicated timeline to show what it said it had done.

Eschelon joined McLeod's escalation. (Qwest did not formally post the participants at that time but has acknowledged in writing that Eschelon joined the escalation and that Qwest sent its escalation response to Eschelon.) (*See* Qwest/Jill Martain 3/28/06 email.)

On November 1, 2005, a CMP ad hoc call was held on which Qwest and CLECs discussed CLEC's questions and concerns about Versions 27 and 20. Eschelon participated in the ad hoc call.

On November 3, 2005, Eschelon objected to Qwest's Version 30 changes. ***McLeod, Covad, Integra, and PriorityOne also objected.*** CLECs objected, for example, on the grounds that the change resulted in discrimination (between Qwest retail and CLECs & between facility based and non-facility based CLECs)[18] and created unilateral, unapproved rate changes. Qwest issued a written denial.[19] For CLEC objections and Qwest's response, *see* http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc

In Qwest's response sent by email on November 7, 2005 (and dated November 4, 2005), Qwest issued a binding written denial of the McLeod-Eschelon escalation. In Qwest's response, Qwest said: "In response to McLeod's concern around the costs associated with an expedited request; discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process. Qwest maintains its position that 2w/4w analog loops be included in the pre-approved expedite process to create consistencies across the UBL product line as well as other products that follow the designed services flow." *See* http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation__39_McLeodUSA.doc

On November 18, 2005, Qwest also issued a written denial of the objections of multiple CLECs (including Eschelon) to Version 30. Qwest acknowledged in its response that it had distributed multiple notices on this topic and thus that comments from CLECs dealt with both Versions 27 and 30.[20] By this time CLECs had already received the binding denial to their escalation (*see* previous paragraph). In the previous denial of the McLeod-Eschelon escalation, even though Qwest had added its requirement for a "per day" rate structure through CMP, Qwest said that rate issues were outside the scope of CMP and therefore Qwest would not discuss in CMP. Qwest had already made clear, therefore, that no further CMP escalation was necessary or would be granted by Qwest.

The CMP Document includes escalation and dispute resolution procedures in Sections 14.0 and 15.0. The CMP document states, in Section 15.0, that: "Without the necessity

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[18] The Eschelon-Qwest ICA contains several provisions requiring nondiscrimination. Section 31.1 of Part A, for example, provides that Qwest "shall conduct all activities and interfaces which are provided for under this Agreement with CO-PROVIDER Customers in a carrier-neutral, nondiscriminatory manner."
[19] CMP is not a consensus process, as described above in the Background section.
[20] Documentation is cited above (as CLEC objections and Qwest response are at the same URL). *See* http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc

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."[21] There is no time limit on requesting resolution, which may occur "at any time." *See id.* The process provides that "any CLEC" may submit an issue to the Commission for resolution. The CMP dispute resolution process anticipates, therefore, that the dispute will be a dispute between an individual CLEC and Qwest. There is no multiple-CLEC requirement or other CMP-specific type of dispute resolution. Under the CMP dispute resolution process (§15), any individual CLEC may submit an issue to the Commission at any time, as Eschelon has done in this case.

Eschelon did not rush to judgment. Eschelon continued to request expedites, which provided Qwest with an opportunity to comply with the ICA. If Eschelon had complained earlier, it would undoubtedly be facing claims now that it did not give Qwest a fair chance to do so. In addition, Eschelon needed to assess the impact on the business, given the high cost and drain on resources caused by litigating individual issues. The severity of the particular rehabilitation center example in Arizona, involving serious 911 issues, compelled action. In addition, it became clear after a number of requests that this was not a Qwest compliance problem but a Qwest policy. Qwest will impose its position that it can unilaterally breach a six-year mutually agreed upon term under the ICA, and create a required "per day" rate structure, without filing anything with the Commission or gaining its approval.[22] It requires a Commission proceeding, therefore, to resolve the issue.

In addition to objecting to Qwest's changes and joining McLeod's escalation in CMP, Eschelon later escalated with Qwest pursuant to the dispute resolution provisions of the Qwest-Eschelon ICA (Part A, §27.2). On a March 31, 2006 dispute resolution call with Qwest, the CMP issues were discussed and, in Eschelon's April 3, 2006 letter to Qwest relating to dispute resolution in this matter, Eschelon specifically cited both Qwest CMP notices (Versions 27 and 30) as subject to the escalation and dispute resolution. Qwest cannot legitimately claim to be unaware of Eschelon's CMP objection and escalation and their relationship to this dispute when the dispute resolution letter contained the following detailed information in the subject line: "Joint McLeod-Eschelon Escalation #39 Re. PROS.09.12.05.F.03242.Expedites_Escalations_V27 – Denied by Qwest 11/4/05; Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.ExpeditesEscalationsV30." Qwest is well aware, therefore, that Eschelon has objected to Qwest's change in CMP, escalated the matter in CMP, and pursued both CMP and ICA escalation and dispute resolution to resolve this dispute.

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[21] http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc

[22] This is not the first time Qwest has done so. Its actions here, for example, are similar to those rejected by this Commission in the Qwest 271 proceeding. Qwest is on notice through these documents and that proceeding that it should not have implemented such a change without first seeking Commission approval. *See, In re. US West Communication, Inc.'s, Compliance with Section 271 of the Telecommunications Act of 1996*, ACC Docket No. T-00000A-97-0238, Decision No. 66242, ¶109 (Sept. 16, 2003).

Section 27.2 of Part A of the ICA provides that, to the extent that Qwest and Eschelon "are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission."

Pursuant to the dispute resolution provisions of both the ICA and the CMP document, the next step was to bring the issue to the state commission for resolution, as Eschelon has done in this case.

ATTACHMENT A-1

1. Expedites Process – Later Called "Expedites Requiring Approval" Process

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-1
July 13, 2006

Expedites & Escalations Overview – V8.0

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 are requests for an improved standard interval, 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

All expedite requests require approval to ensure resource availability. Expedite requests are for situations where the requested due date 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). 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

Anexpedited 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 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

On LSRs, if the expedited request is approved, Qwest will return a Firm Order Confirmation (FOC) with the expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from the original request.

For ASRs, if the expedited request is approved, Qwest will return a FOC with the expedited due date.

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.

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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, 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

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: May 25, 2004

META Tags: Expedites; Escalations

Qwest

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-1
July 13, 2006

Announcement Date:	**September 20, 2001**
Effective Date:	**Immediately**
Document Number:	**PROD.09.20.01.F.00087.F.BFR SR. POA LOA. Expedites**
Notification Category:	**Product Notification**
Target Audience:	**CLECs**
Subject:	**Updates to Product Catalog for Bona Fide Request and Special Request, Expedites and Escalations, Proof of Agency and Letter of Agency**

TO:

Beginning September 22, 2001, Qwest will issue updates to its Wholesale Product Catalog on methods and procedures for Bona Fide Request (BFR) and Special Request (SR) Processes, Expedites and Escalations, and Proof of Agency (POA) and Letter of Authority (LOA.)

Qwest has enhanced sections of its Business Procedures site to provide a more efficient means for CLECs to obtain procedural information. You will find a summary of these updates on the attached Web Change Notification Forms. You will also find these procedural updates within the Qwest Wholesale Web Site at these locations:

- BFR SR http://www.qwest.com/wholesale/preorder/bfrsrprocess.html
- Expedites & Escalations http://www.qwest.com/wholesale/clecs/exescover.html.
- POA/LOA http://www.qwest.com/wholesale/preorder/index.html

Some modifications were made based on changes to the Statement of Generally Accepted Terms and Conditions (SGAT). You will the SGAT documents at: http://www.qwest.com/about/policy/sgats/.

You are encouraged to provide feedback to this notice through our web site. We provide an easy to use feedback form at http://www.qwest.com/wholesale/feedback.html. A Qwest representative will contact you shortly to discuss your suggestion.

Sincerely,

Qwest

Note: While these updates reflect current practice, it is important to note that there are additional changes that will be forthcoming as a result of ongoing regulatory activities e.g., collaborative workshops and state commission orders. As these changes are defined and implementation dates are determined, notice of additional updates will be provided accordingly.

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WEB CHANGE NOTIFICATION FORM:

Attention: **Changes have been made to the Qwest Wholesale Markets Web Page URL** http://www.qwest.com/wholesale/

Product(s) Affected: **Bona Fide Request (BFR) and Special Request (SR) Processes**

Effective Date: **September 21, 2001**

The new Bona Fide Request (BFR) and Special Request (SR) Processes Product Catalog will be posted to the Wholesale Markets Web page at the following URL: http://www.qwest.com/wholesale/preorder/bfrsrprocess.html.

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL http://www.qwest.com/about/policy/sgats/

Section	Sub Section	UPDATE / ACTIVITY
All Sections		• The PCAT has been updated to reflect enhanced description and process information.
Product Description		• The Bona Fide Request (BFR) and Special Request (SR) Processes PCAT has been updated to clarify information about the process.
Terms and Conditions		• Provides information on when the BFR and SR processes should be used.
Pricing	Rates	• Hyperlinks to the SGAT established.
Features/ Benefits		• Explains the benefit derived from process use.
Implementation	Pre-Ordering	• Identifies the requirements associated with the BFR process, hyperlink established to the BFR Application form. • Identifies the requirements associated with the SR process, hyperlink established to the SR Application form.
Implementation	Ordering	• The ordering process is explained.
Implementation	Provisioning	• Processing intervals are addressed in the SGAT, hyperlinks to the SGAT established.
Billing		• Identified the Billing system used and hyperlinks to the Billing and Receivable Tracking (BART) web page.
Training		• Applicable training courses available to the CLEC.
Contacts		• Hyperlink established to the CLEC and Reseller Center Contacts web page.

WEB CHANGE NOTIFICATION FORM:

Attention: **Changes have been made to the Qwest's Wholesale Markets Web Page URL** http://www.qwest.com/wholesale/

Product(s) Affected: **All Wholesale Products and Services**

Effective Date: **September 21, 2001**

The new Expedite and Escalation Overview will be posted to the Wholesale Markets Web page at the following URL: http://www.qwest.com/wholesale/clecs/exescover.html.

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL http://www.qwest.com/about/policy/sgats/

Section	Sub Section	UPDATE / ACTIVITY
Product Description	Introduction	Improve communications with Wholesale customers doing business with Qwest providing them an overview of how to interface with Qwest for Expedites and Escalations.
Introduction	Expedites	Defines an expedite as a request for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date, outlines Qwest's expedite process explaining that internal approval is required, to ensure resource availability, the valid expedite reasons and who to contact if an expedite situation occurs.
Introduction	Escalations	Defines an escalation is a request for status or intervention around a missed critical date. Explains Qwest pro-actively escalates critical dates in jeopardy and who to contact for an escalation, if our Wholesale customers find it necessary to initiate an escalation. Summarizes Qwest's escalation flow, from Service Delivery Coordinator to Senior Director/Vice President level, to resolve an escalation.
Escalations	Escalations - Maintenance and Repair	Links Wholesale customers to Maintenance and Repair web page providing an overview of Qwest's Maintenance and Repair process flow.
Contacts		Identifies contact phone numbers for LSR and ASR expedites and escalations as well as Maintenance and Repair.

WEB CHANGE NOTIFICATION FORM:

Attention: **Changes have been made to the Qwest's Wholesale Markets Web Page URL** http://www.qwest.com/wholesale/

Product(s) Affected: **All Wholesale Products and Services**

Effective Date: **September 21, 2001**

The new Proof of Authorization / Letter of Agency Overview will be posted to the Wholesale Markets Web page at the following URL http://www.qwest.com/wholesale/preorder/index.html

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL http://www.qwest.com/about/policy/sgats/

Section	Sub Section	UPDATE / ACTIVITY
Product Description		Enhance description of Proof of Authorization (POA) / Letter of Agency (LOA) combining requirements and impact to improve communication with Wholesale customers doing business with Qwest.
Product Description		Defines methods for obtaining a Letter of Agency, also called a Letter of Authorization (LOA) and contents required within the LOA document.
Product Description		Provides examples of an end-user and a CLEC to CLEC LOA.
Product Description		Outlines POA requirements and impact should a conflict exist between end-user's designation and CLEC/Reseller's written evidence. Qwest honors end-user's designated, changing them back to previous provider and, if applicable, charging the CLEC/Reseller a Customer Transfer Charge slamming fee.
Product Description		Explains Qwest follows these same POA/LOA requirements with the same impacts.

Due Dates - POTS/Non-Design - All States Bus Res

- Document Facts
- Description
- Application Date/Time (APP Date/Time)
  - Saturday APP Date/Time (Consumer Only)
  - Extended Hours (Consumer Only)
  - System Input
- Appointment Codes
  - Customer credits
  - Exceptions
  - System Input
- Due Dates
  - Standard Due Date Matrix
  - Expedites for Non-Dispatchable Service Orders
    - Expedite Reason Codes
    - Non-Valid Expedites
    - Expedite Process for Small Business and Consumer Markets
    - Expedite Process for Large Business and Global Accounts (Non-Design-Only)
  - Expedites for Dispatchable Service Orders
  - One and Two Day Due Date Availability
    - Order Specifics
    - Systems
  - Product Specific Due Dates
  - Due Date Calendar Job Aid
    - Monday - Friday Charts - All market Units
    - Holidays
    - Saturday Due Dates through Appointment Scheduler
    - Sunday Due Dates
    - Orders Originated on Saturday (Consumer Only)
    - Extended Hours (Consumer Only)
    - Embargo (Frozen DD)
      - Service Order Exceptions
      - Consulting Plus
      - SONAR Input
  - Appointment Time - 'Access'
  - Commitment/Completion Time (On Hold)
    - Systems
  - Negotiation for D & F Orders
  - Facility Check Shows Held Order
  - System Failure
    - FACS, SOPs (SOLAR, SOPAD, RSOLAR), CRIS MI (Eastern), CARS, BOSS (Central), Appointment Scheduler (AS)
    - BOSS (Eastern)
    - PREMIS
    - SONAR and Consulting Plus
- Subsequent Due Dates

- Example for SD in RSOLAR
- Example for SD in SOLAR
- Example for SD in SOPAD
- Subsequent Due Dates and the SDDI
- Missed Appointment (MA) Codes - 'Not Met Codes'
  - Critical Facts
  - Exceptions
  - Subscriber/Special Reasons
    - Loop Provisioning Center (LP C)
  - Company Reasons
- Pending Order Changes/Cancellations
  - Change/Cancel Issuance Matrix
  - RMK Entry
- Promise of Service
  - Criteria
  - S/SC Responsibility

Description

This method provides information on:

- Application Date/Time
- Appointment Codes
- Commitment/Completion Time
- Due Dates
- Expedites
- Missed Appointment Codes
- Promise of Service
- Subsequent Due Dates

Refer to each individual topic for the current description.

Application Date/Time (APP Date/Time)

The Application (APP) Date is the date and time the Market Unit (MU) negotiated the service order with the customer. The APP Date entry is located in the Fielded ID section of the service order and the format varies between regions:

- Western: MM-DD-YYYY TTP (06-14-2002 04P)
- Eastern: MM-DD-YY TTA (06-14-02 10A)
- Central: MM-DD TTP (06-14 04P) or MM-DD TP (06-14 4P)

An APP Date is a required order entry.

Saturday APP Date/Time (Consumer Only)

When an order is taken on a Saturday, the APP date and time on the service order will reflect the Saturday information. The standard due date interval (SDDI) on the order however will be incremented by one day. Example: Saturday and Sunday are not counted. Monday would be day zero (if it's not a Holiday). Tuesday would be day one, etc. See Orders Originated on Saturday (Consumer Only) for additional information.

Extended Hours (Consumer Only)

When an order is taken on or after 7pm Mountain Standard Time (6pm PST and 8pm CST), the APP date and time on the service order will reflect the extended hours information. The SDDI on the order however will be incremented by one business day. See Extended Hours (Consumer Only) for additional information.

Appointment Codes

Appointment Codes are one-digit entries required on all N, T and C service orders in all three regions and on D orders in Western region. Appointment Codes are used to identify a customer requested or a company offered due date. The two most commonly used Appointment Codes are X and W. Under very rare occasions would an Y or Z Appointment Code be used. The Appointment Code is located in the Fielded ID section of the service order. See complete Appointment Code definitions below:

APPOINTMENT CODES	
CODE	DESCRIPTION
X	**Customer Requested Due Date** - the customer asks for a specific date and the company agrees to install service on that date. Types of 'X' orders include: - Temporary transfer of calls - Suspend/restore service - customer requested a later due date than the standard due date interval
W	**Company Offered Due Date** - the DD the customer requests is not available; a company offered date is negotiated. Types of 'W' orders include: - Completed Work Orders (CWD) - Non-appointment completions - Restore service from non-payment - customer requested an earlier due date than the standard due date interval
Y	**Company initiated change**, e.g., number change due to Central Office conversion
Z	**Official company service** for Qwest

x

The Appointment Code can be changed on the service order if the orientation of the due date changes. Example:

The customer originally wanted a sooner due date than what the company had available (the Appointment Code would be a W). The customer calls back in and wants to move the due date out by two weeks. The Appointment Code needs to be changed to an X.

Customer credits

It is important to always apply the appropriate Appointment Code to a service order. The Appointment Codes of either 'X or W' indicate the interval between the application date and the due date. (See, Application Date/Time (APP Date/Time) for additional information). Placing an X in the Fielded ID section of the service order is the only means Qwest has of determining when the customer accepts Qwest's standard due date interval (SDDI) or requests a due date that is later than the SDDI. Conversely, the W has importance because it designates a negotiated due date when the customer's desired due date in not available.

Regulations in nearly all the states require that Qwest complete an order in a given time frame (usually 2 to 5 days) or by the customer's requested date, if later. Failure to complete the order within the state-specific interval for 'W' due dates initiates an automatic credit to the customer's bill. An incorrect appointment code may cause a payment to be made when one is not required or worse, a credit is not granted when it should have been. Credits are also given to customers when we completely miss the due date for either the 'X or W' appointment codes. See Missed Appointment (MA) Codes - 'Not Met Codes' for additional information.

Accurate appointment codes provide Qwest with the ability to provide the customer the service they want while still meeting our regulatory requirements and minimizing the expenses to the Company.

Exceptions

DO NOT enter an Appointment Code on:

- F or R Orders
- D orders in Central and Eastern Regions
- Designed Services
- P Orders (Prewire)
- DB5 and ZZ0 Class of Service orders (establish, change or disconnect)

Due Dates

Due Dates (DD) are required on every service order. The DD defines the day the service order will be worked and is located in the Fielded ID section of the service order.

Standard Due Date Matrix

The following job aid is to assist in assigning the correct standard due date interval (SDDI) to the service order. If there are specific product/service due date questions, please refer to the product/service method for the answer. This job aid is for general use only.

BUSINESS AND RESIDENCE STANDARD DUE DATE JOB AID			
ORDER SERVICE TYPE	AND	NOTE	DUE DATE INTERVAL
Flow Through (N,T)	Facility Check indicates "AVAILABLE" and DISPATCH "NO"	CPE may require specific DD interval	3 Business Days* **-Exception: MN is 2 business days unless select AIN products**

			are being added, then it's 3 business days.
Working Left-In (N,T)	Facility Check shows working detail & TN	Pending Out	**Co-ordinate** with Pending Out DD - Minimum 3 Business Days **-Exception: MN is 2 business days unless select AIN products are being added, then it's 3 business days.**
		Working	3 Business Days* **-Exception: MN is 2 business days unless select AIN products are being added then it's 3 business days.**
Work Order (N,T,C with inward line activity)	Facility Check indicates "AVAILABLE DISP. REQ" and/or DISPATCH "YES"		Next Available Due Date as indicated by Appointment Scheduler*
	Facility Check indicates "HELD ORDER"		Next Available Due Date as indicated by Appointment Scheduler*
Work Order (C Orders)	Select, non-dispatchable, flow through features. See One or Two Day Due Date Availability for additional information.	No Saturday, Sunday or Holidays.	1 or 2 Business Days
Work Order (C Orders)	Features or TN change without inward line activity	For some CO features or Regrades, does not include CustomNet, Caller ID (when ordering the adjunct unit), etc. **NOTE:** TFC-send mini form "INTERCEP"	3 Business Days **-Exception: MN is 2 business days unless select AIN products are being added, then it's 3 business days.**
Disconnect (D,F,C) See note in interval column		No Saturdays, Sundays or Holidays	Sub requested Due Date on C orders if the order is taken before 3pm and before 12pm on D and F orders. If not, due date the order for the next business day and EBD.

			Note: If a C order is issued to remove features or an additional line, it is allowed on the Customer requested due date only if it is JUST removals, if there are any I action codes on the order then it does not qualify for the Customer Requested Due Date. Use EBD when appropriate.
Record Order (R)	Examples: Calling Card Only, Adding a Calling Plan, or Billed Number Screening Only	Any service being added with a Record order must follow the guidelines outlined in the method of that service.	Standard due date interval (Use EBD where appropriate)
	Company	Avoid heavy load periods (i.e. 1st and last of each month)	2 Bus Days or more
Non-Work Order (N,T,C,D) CWD (Completed Work Order) **Or** WC (Work Complete Order)	"For Record Work Only" i.e., Supercedure/ Chg of Resp, Consolidate/ Deconsolidate, **Exception** - Toll Only	This type of order does not add or remove services to a customers account. **Exception** - Toll Only orders will still be a 2 day due date in all 14 states	3 Business Days. Use EBD where appropriate for proper billing -**Exception MN is 2 Business days unless select AIN products are being added then it's 3 business days. Exception - Toll only orders are 2 business days all states**
Suspend/Restore `C' Orders	For customers with service placed on `vacation'	This process maintains the customer's account and bill statement. This is not a standard disconnect or new connect.	"Next Business Day" -**This is an exception to Standard 3 business day interval guidelines**
	Treatment - Denial & Restoral for Non-payment issues		See the Treatment and Collection methods in InfoBuddy for each Market Units specific due date guidelines.

*The customer should be asked what due date they want. If it is on or after Qwest's standard due date interval (SDDI) give them their request. If it is not, negotiate a due date using the SDDI.

Also, Qwest must use FACILITY CHECK on every inward line order and then due date the service order appropriately.

REMINDER: If deregulated work is requested or required, in addition to the original order, you can issue a subsequent order using APPOINTMENT SCHEDULER for the due date. This applies to all flow through work orders (on main line).

x

When adding additional Products/Services to a pending service order make sure you check the due date requirements for that product/service before you add the item to the order. Some product/services require a minimum due date of three business days (i.e. voice messaging, some AIN features, etc). Because of this requirement, a subsequent C order may have to be issued.

Expedites for Non-Dispatchable Service Orders

Expedite Reason Codes

An expedite is a customer's request for an earlier due date other than the standard day due date interval on non-dispatchable orders. (For dispatchable orders, follow the Override process found in the method). Qwest **does not** grant expedites unless the request falls under the following circumstances:

- Disconnect in Error (DIE)

There are two types of DIE: 1) Qwest generated and 2) customer generated. An expedite will **only** be granted if the DIE is Qwest generated. See Disconnects in Error (DIE) for additional DIE information. *Waive ALL charges.*

Expedite code: DIE

- Medical Emergency

In order for the customer to obtain a medical emergency expedite they must have the supporting documentation. The documentation has to be on legal letterhead and signed be a practicing physician. The documentation has to be faxed or mailed to the Sales Consultant for verification prior to the release of the order. The documentation should be filed according to the local office procedure. *Do not waive charges.*

Expedite code: MED

- Company Error resulting in incomplete customer service (use good judgment when discussing an expedite)

An example of this would be the service order is typed incorrectly, adding an unwanted service while leaving off the requested service. An expedite can be done if it is determined that the error was caused by Qwest. *Waive charges only if appropriate.*

Expedite code: QWE

- Fire

Customer has to provide the necessary insurance documentation to obtain an expedite. The documentation has to be faxed or mailed to the Sales Consultant for verification prior to the release of the order. The documentation should be filed according to the local office procedure. *Waive charges only if appropriate.*

Expedite code: FFD

- Flood

Customer has to provide the necessary insurance documentation to obtain an expedite. The documentation has to be faxed or mailed to the Sales Consultant for verification prior to the release of the order. The documentation should be filed according to the local office procedure. *Waive charges only if appropriate.*

Expedite code: FFD

- National Emergency. Examples would include Earthquake, Tornado, and Hurricane. *Waive charges only if appropriate.*

Expedite code: FFD

Non-Valid Expedites

- Disconnect (D) Orders
- From (F) Orders
- Record (R) Orders
- Working Left Ins (WLI) that have not gone `00-00' due date
- House Arrest/Home Confinement
- Appointment Scheduler (AS)/Tech Visits (must follow the Override process)
- Change (C) Orders with Out (O) action only
- C Orders with C/T action removing or downgrading service only

Expedite Process for Small Business and Consumer Markets

Step:	Action:		
1.	Determine reason for expedite		
2.	If the reason is valid obtain all required documentation from customer.		
3.	Establish order (Small Business)		
	SONAR: • Enter the expedited DD in the Desired Due Date field on the SDD01 screen. Make sure the completion time shows 5pm. • Enter the confirmation code* in the CONF# field on the SDD01 screen. • (Remember to add a clear and detailed RMK entry on why the order is being expedited along with the `approving' coach's name, TN and Center) • Proceed with order		
OR			
3	Establish order (Consumer Markets)		
4.	If the request is on existing service, enter detailed BOSS/CARS notes		

	on why the order was expedited; include the approving coach's name, TN and Center.

* The confirmation code consists of the expedite code, e.g. DIE, FFD, etc. and the approving coaches initials: AAB. Example: DIEAAB. The confirmation code would appear in the Extended ID section of the service order like this: EXOR DIEAAB
For additional information on the EXOR FID, see Exclude Service Order (EXOR) Tracking - All States Bus Res .

x

An 'approving coach' can be any authorized manager from any Qwest channel, i.e. Sales, Care, LRAC, RCMAC, etc.

x

The due date rules are serious, important obligations of Qwest. Employees adding false or inaccurate information as a reason for expediting the due dates may be falsifying company records and could be subject to disciplinary action, up to and including dismissal.

**The initials MUST be the coaches initials and not their BOSS/CARS ID. There are edits in place to prevent initials with numbers.

Expedite Process for Large Business and Global Accounts (Non-Design-Only)

Step	Action
1.	Determine reason for expedite
2.	Obtain all required documentation from customer
3.	Obtain expedite approval from coach.
4.	
5.	Issue order (see applicable system method for specific step/action process)
6.	Enter complete BOSS/CARS note to include reason for expediting and the name and TN of approving coach.

* The confirmation code consists of the expedite code, e.g. DIE, FFD, etc. and the approving coaches initials: AAB. Example: DIEAAB. The confirmation code would appear in the Extended ID section of the service order like this: EXOR DIEAAB
For additional information on the EXOR FID, see Exclude Service Order (EXOR) Tracking - All States Bus Res

x

The due date rules are serious, important obligations of Qwest. Employees adding false or inaccurate information as a reason for expediting the due dates may be falsifying company records and could be

subject to disciplinary action, up to and including dismissal.

Expedites for Dispatchable Service Orders

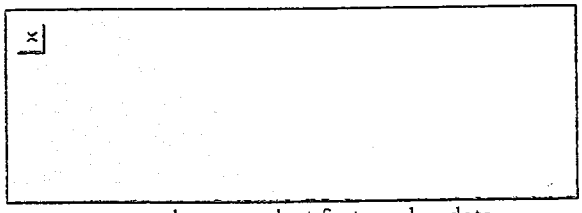
To obtain an expedite on a dispatchable service order, refer to the Override process in method.

One and Two Day Due Date Availability

Qwest offers one and two day due dates on select, non-dispatchable flow through features. Features not on the following lists most follow their standard due date interval.
Click here to view the One-Day Due Date select feature list. Check here to view the Two-Day Due Date select feature list.

Order Specifics

- Change `C' orders only
- One day due dates will be the next business day unless the order is taken on or after 6pm (PST), 7pm (MST) or 8pm (CST). If the service order is taken on or after 7pm (MST), an extra day must be added to the due date interval. Also, service orders should never be due dated on a Saturday, Sunday or Holiday.
  - Example: Order is taken Tuesday evening at 7:05pm. The due date will be Thursday (if Thursday is not a holiday)
  - Example: An order is taken on Friday, the due date will be Monday (if Monday is not a holiday).
  - Example: An order is taken on Saturday, the order will be due Tuesday (if Tuesday is not a holiday)
- Two day due dates will be the day after tomorrow unless the order is taken on or after 6pm (PST), 7pm (MST) or 8pm (CST). If the service order is taken on or after 7pm (MST), an extra day must be added to the due date interval. Also, service orders should never be due dated on a Saturday, Sunday or Holiday.
  - Example: An order is taken on Saturday, the order will be due on Wednesday (if Wednesday is not a holiday)
- If a non-select feature is to be added to the order with a select, flow through feature, the service order must



carry the non-select feature due date.

When figuring a due date, remember the day the service order is placed is day zero except for Saturday. Saturday is day zero, zero.

- I, O, C and T are the only action codes that can be used on these select, non-dispatchable flow through features. Non-select features can be removed `O' from the C order but they can not be added (I or T).
- The following Classes of Service (COS) are the only COS that the one/two day due date can be applied to when adding a select, non-dispatchable flow through feature to an account.
  - POTS
  - Centron
  - Centrex
  - Centrex 21
  - Centrex Plus
  - Centrex Prime

- PAL
- PBX - Non-design
- Resale and UNE-P POTS
- Resale and UNE-P PAL
- Resale and UNE-P Centrex 21
- Resale PBX Trucks Non-designed
- Unbundled Switch Analog Line Port

Due Date Calendar Job Aid

Monday - Friday Charts - All market Units

Next Business Day	Five Business Days	Nine Business Days
Two Business Days	Six Business Days	Ten Business Days
Three Business Days	Seven Business Days	
Four Business Days	Eight Business Days	

Some Central Offices in some states are not visited daily, check Appointment Scheduler to determine due date availability if unsure.

Holidays

No service orders with holiday due dates will be allowed. The following holidays are NOT available for service order due dates:

New Years	Jan 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas	December 25th

Saturday Due Dates through Appointment Scheduler

It is acceptable to assign a Saturday due date to a dispatchable service order if the Saturday date is available in Appointment Scheduler.

Sunday Due Dates

Sunday due dates are **never** assigned. Check Appointment Scheduler for the appropriate due date on dispatchable orders.

Orders Originated on Saturday (Consumer Only)

Service orders taken on Saturday must be due dated as if the order was taken on Monday, Monday being day zero. Another way to look at it is if the order was taken on Saturday, add an extra day to the standard due date interval (SDDI). See the Due Date Calendar Job Aid for help in the due date calculations.

Extended Hours (Consumer Only)

Any service order taken on or after 7pm Mountain Standard Time (6pm PST and 8pm CST) must add a business day to the standard due date interval (SDDI). Example: a service order is taken at 7:05pm (MST) on a Tuesday evening. Wednesday is day zero, making the due date the following Monday (using a standard three day due date interval). See the Due Date Calendar Job Aid for help in the due date calculations.

Embargo (Frozen DD)

Service order embargoes are necessary during Central Office (CO) conversions because of the possibility that service orders will be disrupted when the 'cutover' is made to the new or upgraded switch. When an embargo is in place, the Market Units may not issue a service order (see service order exceptions below) with a due date that is within the embargo period.

Service Order Exceptions

The following service order types are the only orders that can be due dated during an embargo. All other order types must be due dated before or after the embargo. If an order type is issued during an embargo that does not appear on the following list, it will be returned to the originating Market Unit so they can renegotiate a new due date with the customer.

- D and R orders
- F orders, but no T orders
- C orders to suspend and restore for non-payment
- PIC changes
- Toll Restriction orders
- C orders billing for "non-switched" products, such as wiring, wire maintenance plans, time and materials, or trouble isolation charges
- Emergency orders with the approval of the RCMAC

Appointment Time - 'Access'

Appointment time or Access is the block of time that Qwest has agreed to physically be at the work location to fulfill the customer's work request. Appointment times can range from two-hours to all day depending upon the work request. Appointment times are managed through Appointment Scheduler (AS).

- Residence: Offer AM and PM access first then All Day access.
- Business: Offer AM and PM access first then All Day access or can be divided into 2 hour increments using even hours (i.,e., 8A-10A, 10A-12P, etc).

Note: Offer All Day access ONLY if the technician just needs access to the Network Interface i.,e., NW1/NW2 is the only dispatchable USOC on the service order.

The Appointment Time or Access entry is located in the RMK section of the order.

If Qwest misses the appointment time promised to the customer, Qwest will compensate the customer for their inconvenience. See Promise of Service for additional information.

Commitment/Completion Time (On Hold)

When placing a non-dispatchable service order, the Sales/Service Consultant (S/SC) should advise the customer that their service will be in and working no later than 8am on the due date.

The only exception to the 8am-completion time rule would be if the service order is expedited. If the service order is expedited and the application date and the due date are the same, the completion time must be 5pm. In C+ - over type the 8am-completion time with 5pm.

If the customer calls into the Business Office on the due date to question the status of their service order, the S/SC must review the pending service order for potential problems. If potential problems are detected, the S/SC must follow the order through to resolution. The S/SC must make sure that the problem has been resolved or a satisfactory resolution has been reached before releasing the customer. Follow the process outlined on the Pending Order Inquiry Job Aid for additional information.

If Qwest misses the commitment time promised to the customer, Qwest will apologies to the customer for any inconvenience we might have caused them. See Promise of Service for additional information.

Systems

Negotiation for D & F Orders

When negotiating a DD with a customer who is terminating their service, it is critical to remind them that the disconnect orders are the first orders worked for the day. Because of this, the Sales/Service Consultant should advise the customer to call Qwest the day before the DD if they need to change their order to ensure their service is not interrupted. If the customer calls on the DD, the DD can be changed as long as the order has not completed in the SOP. If the order has already completed, a new order will have to be written to restore the service.

Subsequent Due Dates

A Subsequent Due Date (SD) is used when the original DD on an order needs to be changed. When the DD is changed, a Pending Order Change (POC) is issued and the new date is placed in the Unfielded section (top) of the order. Each time the DD is changed, another SD is placed on the order along with the appropriate Missed Appointment (MA) Code. This process can be achieved by typing directly into the Service Order Processors (SOPs)

or SONAR. Consulting Plus does not have the capability yet.

It is never appropriate to overtype an existing SD with a new one. See the examples below for the correct format.

- SD are not valid on R orders in the Eastern region.

Arizona
T-03406A-06-0257/T-01051B-06-0257
ESCH 01-009I

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-1
July 13, 2006

INTERVENOR: Eschelon Telecom of Arizona, Inc. ("Eschelon")

REQUEST NO: 009I

State whether the Qwest process, which is referred to as "Due Dates - Non Design - All states Bus Res" in Qwest Resale Product. Database (RPD) (prior to its retirement on 4/29/06), has been modified in any respect since that process was last made available in redacted form to CLECs as part of RPD. If this process has been modified in any respect, please describe the modifications and the date of each modification; state the basis for the modification; and identify any document (including information in InfoBuddy) describing or summarizing the process.

RESPONSE:

Qwest objects because the phrase "identify any document (including information in InfoBuddy) describing or summarizing the process" is vague and ambiguous.

Without waving Qwest's aforementioned general or specific objections, Qwest responds that it did modify its Non Design - All states Bus Res method between June 2004 and April 2006 and also had Wholesale CLEC affecting changes noticed as well, when applicable, through the Commission approved Change Management Process. Those changes are reflected in Non-Confidential Attachment A (BATES Q000250-Q000325) and Non-Confidential Attachment B (BATES Q000326-Q000332). Qwest also responds as follows:

Modification	Date of Modification	Basis for Modification
6/30/04 revision to move USOC(s) to 1-day due (DD) date list and add a bullet about bus/res differences in 1-2 day DD	6/30/2004	Believe these were made in conjunction with the SIG V34. 0 update in June 2004
Clarified expedite reasons by adding additional expedite examples	8/6/2004	Adding clarification so the process is adequately followed
Changed Process & Quality contact	8/25/04	Changed supporting personnel within retail.
Updating NM LPC telephone number; adding WLI due date resolution process	10/21/04	NM LPC (Loop Provisioning Center) would not have been redacted. WLI change was added to document. Wholesale did not have WLI document until after this update so unable to determine if Wholesale had similar impacts.
Removed references to 2-day DD for select, non-dispatchable, flow through features	12/31/04	Self explanatory

Added wording regarding Centrex features	1/11/05	Self explanatory
Added Same Day DD and SIBS Info	4/8/05	Believe associated with SIG update V43.0
Removed PSP from Same Day DD list, added to 1 Day List	5/18/05	PSP is a billing USOC and was shown on the incorrect list. Updated document to show on correct product list.
Removed Promise of Service	6/1/05	Self explanatory
Added new Business Expedite Codes, corrected 1-day DD list to include omitted VMS Mailboxes	6/15/05	Related to CMP update on V22.0 of Expedite PCAT.
Added info about using C+ to change Due Dates; corrected contact numbers for LPC	7/12/05	Self explanatory
Added next business day due date info for 1FR service	10/17/05	Related to SIG V53 changes.
Added clarification regarding USOCs not on Same Day or 1 Day Due Date lists	11/15/05	Added clarification to the document
Added clarification in Standard Due Date matrix for Consolidate/Deconsolidate orders	12/1/05	Added clarification to the document
Updated document facts	3/1/06	Self explanatory
Removed missed appointment credit example for WA	3/24/06	Self explanatory

Respondent: Legal and Jill Martain

ATTACHMENT A-2

2. Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (Optional "Pre-Approved Expedite" Process)

Expedites & Escalations Overview – ~~V8.0~~V11.0

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 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

~~All expedite requests require approval to ensure resource availability. Expedite requests are for situations where the requested due date 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~~Requesting an expedite follows one of two processes, depending on the product being requested and the language in your Interconnection Agreement (ICA). ~~Expedite requests are granted for~~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 ~~the following conditions if Qwest determines that it has the resource availability on the requested date:~~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.

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

~~An~~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 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

~~On LSRs, if~~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) ~~with~~acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the ~~LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from the~~ASR or LSR. Qwest will ~~original request.~~

~~For ASRs,~~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 ~~is approved, Qwest will return a FOC with the expedited due date.~~ 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 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

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, 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

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: ~~May 25, 2004~~ July 31, 2004

META Tags: Expedites; Escalations

Resources

CMP

- CMP Home
- CMP Document
- Team Meetings
  - Archive
- Change Requests (CRs)
  - Archive
- CMP Redesign
  - Archive
- Document Review
  - Product/Process Archive & Responses
  - System Archive & Responses
- CMP Oversight Committee
- Escalations/Disputes
  - Initiation
  - Ongoing Escalations
  - Archive
- OSS Hours of Availability
- CMP Points Of Contact (POCs)
- Customer Notification Letter Archive
- CMP Calendars
- OSS Interface Releases
- Team Meetings
- Other System Links

Change Management Process (CMP)

Open Product/Process CR PC021904-1 Detail

Title: Enhancement to existing Expedite Process for Provisioning

CR Number	Current Status Date	Level of Effort	Interface/ Release No.	Area Impacted	I
PC021904-1	Completed 7/20/2005	-	/	pre order, order, provisioning	l (l s l

Originator: Berard, John

Originator Company Name: Covad

Owner: Martain, Jill

Director: Bliss, Susan

CR PM: Harlan, Cindy

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 fc 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 meetin 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 databas

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 databa

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

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Project Meetings

July CMP Meeting Minutes: Jill Martain – Qwest advised that this went int effect on 6/16/05. Jill asked if it was ok to close this CR. Liz Balvin advise the CR could be closed. This CR will move to Completed Status.

June CMP Meeting Minutes: Jill Martain – Qwest advised that this process effective June 16 and we would like to move this CR to CLEC Test on Jun 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 clo 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 directe to our Business Services. Jill stated that in our ad hoc calls with the CLEC we did talk about the critical impact to Business customers. Jill recapped the criteria for use of the new Expedite reasons: National Security Busine Services unable to dial 911 due to previous order activity Business Servic 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 1 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 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. Bonn 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 a 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 Expedi reasons.]

February CMP Meeting Minutes: Jill Martain - Qwest advised we are still waiting for final internal approval. Qwest is hoping to have final status ne month. This CR will remain in Development Status.

January CMP Meeting Minutes Cindy Harlan/Qwest advised that an ad ho meeting was held on January 6th. Qwest proposed adding the following a valid Expedite reasons: if access to 911 is not available, if the order is fo

National Security, and for certain Features in specific situations. The CLE were receptive to these changes. Qwest has started the process to get fi 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 Var 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 discuss potentially having Features be considered as a valid expedite reason under certain circumstances. Qwest would like to discuss what th 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 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 resourc would be needed to support this. Bonnie said Eschelon's Expedite manag 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 numt 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 oth 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 abusir 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 reque 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 happe 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 payme 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. Qwe 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 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 som 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 determine if there are any changes that can be made to the process. Thi CR will remain in Development Status.

10/20/04 October CMP Meeting Minutes Cindy Macy – Qwest advised tha 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 meeti 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 Noval Qwest Communications Lori Nelson – Mid-Continent Terri Lee - SBC Donr 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 – Qwes 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 identif 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 servi perspective. This was happening in WA/CO/AZ on POTS service.

Colleen – ATT advised that when they submit their orders they have to u appointment scheduler and the date that comes back is what they have t 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. I 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 nee their service. The disconnect can be due to the customer moving early, a 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 busine 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 ar 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 da 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 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 t 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 w 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 huntin 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 servic from going down.

Lori - Mid-Continent advised that if voice mail is not working the custom perceive this as their service not working. If the call forwarding number i 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 custom could be on active duty and need service right away.

John Berard - Covad advised if something goes wrong in the process anc the customer gets disconnected in error, it could be the CLECs error, the 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 documentatio 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 confidenti 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 b 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 CM meeting. Additional ad hoc meetings may be held.

9/15/04 CMP Meeting Minutes Cindy Macy - Qwest advised that there is 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 C will remain in Development Status.

8/16/04 CMP Meeting Mintues Jill Martain - Qwest advised that Qwest ha 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 CLE 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 advis that is correct. Bonnie Johnson - Eschelon advised she tried to expedite feature and the escalation group and Service Manager said they were no 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 wa 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 ahea 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 ar 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 th 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. Cin advised that this process is effective July 31 in most states. The followin 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 - 11:0 a.m. MT

In attendance: Eric Yohe - Qwest Liz Balvin - MCI Valerie Estorga - Qwe Susan Lorence - Qwest Jackie DeBold - US Link Steve Kast - Qwest Teresa Castro - Vartec Stephanie Prull - Eschelon Sue Lamb - 180 Comr 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 2 2004. Cindy reviewed the agenda and purpose of the meeting.

Jill Martain - Qwest advised the intent of the PCAT update was to addres the new expedite process on design products. Currently we are not able include non design products in the process. We will schedule additional a 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 th 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 ar 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, w not carry a charge. Non design products can only be expedited for the conditions listed currently. We are still trying to accommodate some CLE reasons for non design expedites. We will continue working on this and w 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 f 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 Qw 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 v have the resources to cover expedited requests. We have performed volume forecasts. An expedited request and a regular request are equall 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 tl center and works with Qwest to address these situations. Jill advised we need to follow our process, and we will still handle unique conditions. The 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 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 update to the PCAT based on today's call.

June 16, 2004 CMP Meeting notes: Jill Martain – Qwest advised for desig 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 Qwes 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. T 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 o phase 1 products is included in the response. Qwest is targeting July 31 f 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 ir Evaluation Status as we look at individual products for expedites. Jill ask the CLEC community if they are willing to pay just and reasonable charg 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 amendme 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 t the contract, then they would follow the process that is effective today. J 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 faste interval, and we are willing to pay for it. Eschelon supports the request a 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 ir 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'. T CR will move to Presented Status.

Clarification Meeting February 27, 2004 1-877-552-8688 7146042# PC021904-1 Expedite Process for Provisioning – enhancements to existin 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 advis 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 lik 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 a expedite when the CLEC makes an error. Cindy Macy – Qwest asked for a example of this happening today. John Berard – Covad and Bryan Comra – Covad advised this relates to the Jeopardy process. When Covad fails t complete the order, but we complete the work at the DMARC the custom has service, but we do not close out the records so Qwest doesn't think t customers service is working. Qwest issued a jeopardy notice and since v 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 wher 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 ne provider. Heidi Moreland – Qwest asked how often this happens? Bryan – Covad replied approximately 20 times per month for Qwest, or once a da on average. Bryan advised that we get faster turn around time on certair 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 tl 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 circumstanc 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 ar 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 p for an Expedited due date (restoral of disconnected end user) Covad wou like to treat these like trouble reports and get the end user back in servic 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 Apr

CMP Meeting

QWEST Response

For Review by CLEC Community and Discussion at the May 19, 2004 CMF Meeting

May 12, 2004

Covad Communications John Berard, Director-Operations Support

SUBJECT: Covad's Change Request Response - CR #PC021904-1 Enhanc 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 allow for an interval that is shorter than what is currently available for th 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 whi the expedite criteria/process does not change, Qwest will leave the existi expedite criteria and process in place. Additionally, as discussed previously, expedite charges will become applicable for all expedites exce 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 Agreemer 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 product is shown below. For Designed services, an expedite charge is applicable f 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 stat 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, DS 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 digita 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 tha 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

Information Current as of 3/29/2006

Qwest

Announcement Date:	**June 15, 2004**
Proposed Effective Date:	**July 30, 2004**
Document Number:	**PROS.06.15.04.F.01792.ExpeditesV11**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites & Escalations Overview V11.0**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**CLEC CR # PC021904-1**

Summary of Change:
On June 15, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites & Escalations Overview V11.0. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is modify/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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 June 15, 2004
CLEC Comment Cycle on Documentation Begins	Beginning June 16, 2004
CLEC Comment Cycle Ends	5:00 PM, MT June 30, 2004
Qwest Response to CLEC Comments (if applicable)	Available July 15, 2004 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	July 30, 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.

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

Qwest Response to Document In Review

Response Date:	**July 15, 2004**
Document:	**Product/Process: Expedites & Escalations Overview V11**
Original Notification Date:	**June 29, 2004**
Notification Number:	**PROS.06.29.04.F.01840.ReissueExpeditesV11**
Category of Change:	**Level 3**

Qwest recently posted proposed updates to Expedites & Escalations Overview V11. CLECs were invited to provide comments to these proposed changes during a Document Review period from June 30, 2004 through July 14, 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: Expedites & Escalations Overview V11 Comments

#	Page/ Section	CLEC Comment	Qwest Response
1		*Eschelon* *June 18, 2004* Comment Eschelon objects to Qwest's premature process change based on the following reasons. 1. Covad submitted a CR for an expedite request. Qwest has not worked collaboratively with the CLECs to determine a process to meet the needs of all CLECs. Eschelon asks Qwest to hold ad-hoc meetings to define a process that meets all CLECs needs.	Based on the Eschelon comment associated with CR PC 021904-1, Qwest held an Ad hoc meeting on July 9, 2004 to discuss the proposed updates to this PCAT. The Qwest responses to these CLEC comments are based on the Ad hoc meeting discussion. 1. For the designed product set, Qwest had discussions during several monthly Product/Process CMP meetings regarding the planned direction. Qwest did not schedule additional ad-hoc meetings for this product set since the questions and discussion did not seem to warrant it. As a result of the comments received on this level 3 notice, Qwest held an Ad hoc meeting on July 9, 2004 to run through the process and clarify any issues or concerns. Minor updates will be made to the PCAT as a result of that meeting. (See below for the specific PCAT updates.) Non-design services still need

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.

			to be addressed and Qwest plans to hold ad-hoc meetings for those products to collaboratively work the expedite process for that sub-set of services. This comment is accepted.
		2. Qwest proposed process says "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." Qwest has not provided any amendment language or exhibit A pricing.	2. Qwest is working on the contract amendment language and is targeting July 26, 2004 to have it posted to the web. The details of the tariff pricing and changes are available externally through the normal tariff filing notices. This comment is accepted.
		3. Qwest will confirm that if a CLEC chooses not to sign the amendment and pay the Qwest approved rates (when Qwest obtains approved rates)' how this will impact resources for those CLECs requesting expedites for the "conditions" listed in Qwest Expedite and Escalation Overview. All CLECs have been on equal footing for expediting approval. This will change those dynamics.	3. If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, so is offering those customers two options: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, <u>and the expedite reason is for one of those listed in the PCAT</u>, they are given the same opportunity at having the due date requested. This comment is accepted.
		4. Qwest confirmed in two consecutive monthly meetings (see Qwest CMP April and May 2004 Product/Process meeting minutes) that no CLEC would be charged for expedites that Qwest did not charge its own retail customers. Has Qwest filed and obtained approved rates to charge retail and wholesale customers in each state? If so please provide the detail.	4. Qwest is filing the appropriate tariffs with the target effective date of July 31, 2004. The details of those tariff changes are available externally through the normal tariff filing notices. This comment is accepted.
		5. Qwest has not included some of the most basic products in the "Pre-approved Expedite List" such as UNE-P, Resale POTS and Centrex and analog loops. Will Qwest be expanding the list?	5. As communicated at the CMP monthly Product and Process meetings and in the July 9, 2004 Ad hoc meeting, this proposed change is for designed services only at this time. Qwest is continuing to look at non-designed services and plans to hold ad-hoc meetings with the CLEC community. This comment is accepted.

		6. Qwest should not discuss or determine rates in CMP. The Commission should approve rates.	6. Qwest agrees rate discussion or determination is outside of CMP. The rates are being filed in the individual tariffs and implemented when approved by the Commission. Qwest is offering the same rate to the CLEC community that is being filed in the tariffs through their Interconnect Agreements that can be effective on July 31, 2004 as well. This comment is accepted.
2		*MCI* *July 6, 2004* Comment The following summarizes the processes used within Qwest for all Wholesale Products and Services": It appears Qwest is restricting this process to local products and services?, Is that Qwest's intent? If not, Qwest should expand to cover Access Products and Services Expedites Requiring Approval section state "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"	Qwest's intent is to include all tariffs as well as the Interconnection Agreements (ICAs) that can order these products in this process. This PCAT addresses specifically the products that are ordered under Interconnect Agreements. Qwest is in the process of filing the FCC #1 Interstate and individual state tariffs and updating product catalogs for the Access and Retail customers which are also included in the Pre-Approved expedite process. This comment is accepted.
		MCI Comment: Please clarify, under the above conditions, does Qwest automatically grant expedited due dates upon LRS/ASR request? In addition, under the above conditions, are there fees Qwest will assess?	For the "Expedites Requiring Approval" process, the request is not automatically granted when the LSR is received, however, after a call has been placed into Qwest, Qwest will review and then approve or deny the expedited request. If approved, there are no fees associated with the Expedites Requiring Approval process.
		Approved Expedite Request section states "On LSRs, 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) with acknowledging the agreed to expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from theASR or LSR, Qwest will original	Based on discussion in the July 9, 2004 Ad Hoc meeting, the PCAT will be reworded slightly to clarify this. The following paragraph in the PCAT will be modified to read: **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 Expedited Requiring**

		request. For ASRs,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 is approved, Qwest will return a FOC with the expedited due date. 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."	Approval process. This comment is accepted.
		MCI Comment: How will Qwest contact the CLEC to request a supplement? Will a reject/jeopardy be issued?	No notice will be issued. Today, when the CLEC calls into the call center,Qwest deals with you in a verbal manner. If a supplement is required, the person who contacted Qwest to request the expedite will be notified to supplement the LSR or ASR. This comment is accepted.
		Pre-approved Expedite Section states "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" MCI Comment: Are all the products listed local? Please distinguish which products are Local vs. Access and which require an LSR and vs. an ASR?	The products in this PCAT are specifically targeted for customers who order Local Interconnection service. The tariffs that are being updated, i.e., the FCC #1, outline which products are included in the actual tariff. The Local Interconnection products that are ordered via an ASR today that are on the list are LIS, UDIT, CCSAC and Unbundled Dark Fiber. This comment is accepted.

June 29, 2004

Kim Isaacs
Eschelon Telecom Inc.
730 2nd Avenue South - Suite 900
Minneapolis, MN 55402
kdisaacs@eschelon.com

TO:Kim Isaacs

Announcement Date:	**June 29, 2004**
Proposed Effective Date:	**July 31, 2004**
Document Number:	**PROS.06.29.04.F.01840.ReissueExpeditesV11**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites & Escalations Overview V11 Reissue**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**Not Applicable**

Summary of Change:
On June 29, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites & Escalations Overview V11. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html

Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval. This change was previously noticed on June 15, 2004 and then retracted on June 29, 2004. The reissuance of this PCAT update includes a change associated with state applicability to exclude Washington.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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 June 29, 2004
CLEC Comment Cycle on Documentation Begins	Beginning June 30, 2004
CLEC Comment Cycle Ends	5:00 PM, MT July 14, 2004
Qwest Response to CLEC Comments (if applicable)	Available July 16, 2004 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	July 31, 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

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.

If you would like to unsubscribe to mailouts please go to the ?Subscribe/Unsubscribe? web site and follow the unsubscribe instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

cc: Anne Hanson
Jeff Tietz

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98008

ATTACHMENT A-3

3. Expansion of the Original Conditions to Add Additional Conditions

Expedites and Escalations Overview – ~~V21.0~~V22.0

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, than 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~~**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~~, such as in medical emergencies or grand opening events~~ 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 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
- 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

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.

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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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-3
July 13, 2006

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 After Hours Duty Pager: 612-622-3624
Tier 3	Appropriate Qwest Service Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

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

Arizona Corporation Commission
Docket No. T-0105B-06-0257
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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: ~~April 25, 2005~~June 23, 2005

META Tags: Expedites; Escalations

Qwest
Spirit of Service™

Announcement Date:	**May 09, 2005**
Proposed Effective Date:	**June 23, 2005**
Document Number:	**PROS.05.09.05.F.02892.Expedites_Escalations_V22**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites and Escalations Overview V22**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**CLEC CR # PC021904-1**

Summary of Change:
On May 9, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations Overview V22. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is updating the Expedites Requiring Approval section to modify/change the existing manual process by adding three additional Expedite reasons. Qwest is limiting these changes to Business Classes of Service due to the short due date intervals that already exist for Residential Classes of Service and also due to the discussion with CR PC021904-1 around business customers that are usually being impacted. Also, language is being added related to providing the service order number that caused the expedite condition.

Further information about this Change Request is available on the Wholesale Web site at URL http://www.qwest.com/wholesale/cmp/changerequest.html.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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 May 09, 2005
CLEC Comment Cycle on Documentation Begins	Beginning May 10, 2005
CLEC Comment Cycle Ends	5:00 PM, MT May 24, 2005
Qwest Response to CLEC Comments (if applicable)	Available June 08, 2005 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	June 23, 2005

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 Communications

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.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

ATTACHMENT A-4

ATTACHMENT A-4

4. Expansion of Optional, Additional Pay-for-Expedites Not Meeting Criteria Process ("Pre-Approved Expedite" Process) to Add Two Products

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/acco untmanagers.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

Qwest Response to Document In Review

Response Date: October 12, 2005

Document: Process Notification

Original Notification Date: September 12, 2005

Notification Number: PROS.09.12.05.F.03242.Expedites_Escalations_V27

Category of Change: Level 3

Qwest recently posted proposed updates to Expedites and Escalations V27. CLECs were invited to provide comments to these proposed changes during a Document Review period from September 13, 2005 through September 27, 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 V27 Comments

#	Page/Section	CLEC Comment	Qwest Response
1		*Eschelon* September 13, 2005 Comment: PROS.09.12.05.F.03242.Expedites_Escalations_V27, indicates that 2/4 Wire Analog Loops will be added as a valid product to the Pre-Approved Expedite Process. What is the rate for a 2/4 Wire Analog Loop Pre-Approved Expedite? Thank you.	The rate for a 2/4 Wire Analog Loop Pre-Approved Expedite is outlined in the Expedite Agreement rate sheet that can be reviewed in the Negotiation Template Agreement at this URL: http://www.qwest.com/wholesale/clecs/sgatswireline.html.

ATTACHMENT A-5

5. Qwest Attempted to Change the Expedites Process to Exclude CLEC-Caused Disconnects in Error, But Retracted its Proposal After Eschelon Objected.

Qwest
Spirit of Service

Announcement Date:	**October 17, 2005**
Effective Date:	**October 18, 2005**
Document Number:	**PROS.10.17.05.F.03379.Expedites_Escalations_V29**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites and Escalations V29**
Level of Change:	**Level 1**

Summary of Change:
On October 18, 2005, Qwest will post updates to its Wholesale Product Catalog that include corrections, clarifications and additional information for Expedites and Escalations V29. You will find a redlined version of the changes on the Product/Process Document Review Archive at http://www.qwest.com/wholesale/cmp/review_archive.html.

Qwest is providing clarification to the Expedite reasons that do not change the process. This update is providing additional clarification around the uses of the expedite conditions that may be used for expedited requests.

Actual updates to the operational document are found on the Qwest Wholesale Web Site at this URL: http://www.qwest.com/wholesale/clecs/exescover.html.

Comment Cycle:
No formal comment cycle applies. CLECs who feel the change(s) described in this Level 1 notification alter(s) CLEC operating procedures should immediately contact the Qwest CMP Manager, by e-mail, at cmpcr@qwest.com.

Sincerely

Qwest Corporation

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.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:
http://www.qwest.com/wholesale/notices/cnla/maillist.html

Expedites and Escalations Overview – ~~V28.0~~V29.0

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 (Where service is crucial to critical care. A medical condition does not necessarily constitute a medical emergency.)
- National emergency (Where a national emergency has been declared i.e., hurricane, tornado or other disaster.)
- Conditions where your end-user is completely out of service (primary line) (Does not include disconnects in error.)
- 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 (Used for President, White House or Homeland Security where advance notice could not be given due to national security issues.)
- Business Classes of Service unable to dial 911 due to previous order activity (Used when previous activity ordered the line incorrectly causing the customer to not be able to dial 911

(i.e., loop start vs. ground start). Does not include disconnects in error or late order issuance.)

- 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
- 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

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 Manager	Respond to issues not resolved at Tier 2	Service Manager (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	800-335-5680

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: ~~October 15, 2005~~October 18, 2005

META Tags: Expedites; Escalations

From: Isaacs, Kimberly D.
Sent: Monday, October 17, 2005 8:08 AM
To: 'cmpcr@qwest.com.'
Cc: Johnson, Bonnie J.
Subject: Objection to Level 1 Designation FW: Process Notice: Bus Procedure: GN: CMP Expedite and Escalations V29: Effective 10-18-05

Eschelon objects to the Level 1 designation of notice: PROS.10.17.05.F.03379.Expedites_Escalations_V29. The updates to Expedite and Escalation V29 PCAT are not simple clarifications to the existing expedite process. These updates are documenting limitations to the expedite process that have not been previously documented. According to section 5.4.3 of the CMP document, documentation concerning existing processes/products not previously documented are assigned a Level 2 designation. Therefore, Eschelon requests that Qwest withdraw notice: PROS.10.17.05.F.03379.Expedites_Escalations_V29 and re-issue the updates as a Level 2 notice. Thank you.

Kim Isaacs
Eschelon Telecom, Inc.
ILEC Relations Process Specialist
Ph: 612-436-6038
Fax: 612-436-6138
Email: kdisaacs@eschelon.com

-----Original Message-----
From: mailouts2@qwest.com [mailto:mailouts2@qwest.com]
Sent: Monday, October 17, 2005 3:22 AM
To: Isaacs, Kimberly D.
Subject: Process Notice: Bus Procedure: GN: CMP Expedite and Escalations V29: Effective 10-18-05

Qwest

Announcement Date:	**October 18, 2005**
Effective Date:	**Immediately**
Document Number:	**PROS.10.18.05.F.03397.Retract_ExpandEscal_V29**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Retract Expedites and Escalations V29**
Level of Change:	**Level 1**

Summary of Change:
On October 18, 2005, Qwest is providing this notification of a time critical correction associated with a previously proposed update to its Expedites and Expedites V29.

This notification is being issued to retract the Level 1 Customer Notice PROS.10.17.05.F.03379.Expedites_Escalations_V29. which was announced on October 17, 2005. Because the Level 1 notice is being retracted, Version 28 will remain active.

Current operational document can be found on the Qwest Wholesale Web Site at this URL: http://www.qwest.com/wholesale/clecs/exescover.html.

Comment Cycle:
No formal comment cycle applies. CLECs who feel the change(s) described in this Level 1 notification alter(s) CLEC operating procedures should immediately contact the Qwest CMP Manager, by e-mail, at cmpcr@qwest.com.

Sincerely

Qwest Corporation

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.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

ATTACHMENT A-6

6. Two Expedite Processes (Requiring Approval and For Pay) Exist, But Qwest Will No Long Honor the Expedites Process Requiring Approval for Unbundled Loop Products, Even When Conditions Met. For Loops, Expedites Only Available If CLEC Agrees to a Per Day Rate Structure.

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-6
July 13, 2006

Qwest

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-6
July 13, 2006

October 19, 2005

Kim Isaacs
Eschelon Telecom Inc.
730 2nd Avenue South - Suite 900
Minneapolis, MN 55402
kdisaacs@eschelon.com

TO:Kim Isaacs

Announcement Date:	**October 19, 2005**
Proposed Effective Date:	**January 3, 2006**
Document Number:	**PROS.10.19.05.F.03380.ExpeditesEscalationsV30**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites and Escalations V30**
Level of Change:	**Level 3**

Summary of Change:
On October 19, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations V30 These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is changing its Expedite process to require an expedite amendment to be signed for expedited requests that involve products that follow the designed services flow in order to bring parity across its entire customer base. Qwest recognizes that time is required for some customers to get amendments signed and is therefore extending the implementation of the Level 3 process change beyond the allotted 45 day time frame.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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 October 19, 2005
CLEC Comment Cycle on Documentation Begins	Beginning October 20, 2005
CLEC Comment Cycle Ends	5:00 PM, MT November 03, 2005

Qwest Response to CLEC Comments (if applicable)	Available November 18, 2005 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	January 3, 2006

If you have any questions on this subject, please submit comments through the following link: http://www.qwest.com/wholesale/cmp/comment.html.

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
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July 13, 2006

Sincerely,

Qwest Corporation

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.

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http://www.qwest.com/wholesale/notices/cnla/maillist.html

cc: Coleen Austin
Joshua Nielsen

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98008

Expedites and Escalations Overview – ~~V29.0~~V30.0

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~~contained in the "Pre-Approved Expedites" section below~~(see below)~~, ~~and~~ your ICA ~~has~~must contain 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.

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 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~~using the standard interval that is defined in the *Standard Interval Guide for Resale, UNE and Interconnection Services* (Link italicized text to: http://www.qwest.com/wholesale/guides/sig/index.html).

Following is a list of the products, which require ~~an amendment~~expedite language in the ICA 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
- 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

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 Manager	Respond to issues not resolved at Tier 2	Service Manager (Link italicized text to: http://www.qwest.com /wholesale/clecs/acco untmanagers.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	800-335-5680

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Frequently Asked Questions

This section is currently being compiled based on your feedback.

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Last Update: ~~October 18, 2005~~January 3, 2006

META Tags: Expedites; Escalations

ATTACHMENT A-7

7. CLEC Objections, Qwest's Denials, and Dispute Resolution

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

From: Isaacs, Kimberly D.
Sent: Friday, October 21, 2005 9:12 AM
To: 'QWEST CMP MANAGER (E-mail)'
Cc: Johnson, Bonnie J.
Subject: Ad-Hoc Call Requested FW: Process Notice: Bus Procedure: GN: CMP Expedites and Escalations V30: Effective 1-3-06
Importance: High

Eschelon is requesting an ad-hoc call with Qwest and the CLEC community to discuss notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30. Before Eschelon can determine the impact of this change, Eschelon needs further information from Qwest. Specifically, Eschelon would like to discuss, why Qwest believes this change is needed and what is the difference between the existing expedite process and the expedite process Qwest has proposed in notice: PROS.10.19.05.F.03380.ExpeditesEscalationsV30? Thank you.

Kim Isaacs
Eschelon Telecom, Inc.
ILEC Relations Process Specialist
Ph: 612-436-6038
Fax: 612-436-6138
Email: kdisaacs@eschelon.com

-----Original Message-----
From: mailouts2@qwest.com [mailto:mailouts2@qwest.com]
Sent: Wednesday, October 19, 2005 3:23 AM
To: Isaacs, Kimberly D.
Subject: Process Notice: Bus Procedure: GN: CMP Expedites and Escalations V30: Effective 1-3-06

Escalation
Company: McLeodUSA
CR#: PROS.09.12.05.F.03242.Expedites_Escalations_V27
Status Code: Completed

= = = =

From: Harlan, Cynthia

Sent: Monday, November 07, 2005 10:45 AM

To: 'lhankins@covad.com'; 'Jim.hickle@velocitytelephone.com'; 'Johnson, Bonnie J.'; 'Van Meter, Sharon K, NEO'; 'lynn_kellas@eli.net'; 'amandas@vcicompany.com'

Cc: Harlan, Cynthia; 'Leblanc, James B.'

Subject: Escalation Response posted to web

During the October 19 CMP meeting, the CLEC community requested that Qwest update the Escalation process to inform the CLECs that have chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Response at the following url:

http://www.qwest.com/wholesale/cmp/escalations.html

In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting.

Thank you,

Cindy Harlan

Cindy Harlan

Wholesale Change Management

Qwest

303-382-5765

From: Isaacs, Kimberly D.
Sent: Tuesday, March 28, 2006 8:58 AM
To: 'Martain, Jill'
Subject: Escalation #39 PROS.09.12.05.F.03242.Expedites_Escalations_V27

Hi Jill,
I am fairly certain that Eschelon joined this escalation but I do not see a list of CLECs that joined the escalation posted on the Qwest website. Where can I find the list of CLECs that joined an escalation? Also, can you confirm that Eschelon joined Escalation #39? Thanks.

Kim Isaacs
Eschelon Telecom, Inc.
ILEC Relations Process Specialist
Ph: 612-436-6038
Fax: 612-436-6138
Email: kdisaacs@eschelon.com

From: Martain, Jill [mailto:Jill.Martain@qwest.com]
Sent: Tuesday, March 28, 2006 11:20 AM
To: Isaacs, Kimberly D.
Subject: FW: Escalation Response posted to web

Hi Kim,

Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation. Per our discussions at CMP, and the subsequent change to the CMP document, we did include the escalation participants in our response. Following is a copy of the email that was sent. If you have additional questions, please let me know.

Regards,
Jill Martain
Qwest

From: Harlan, Cynthia
Sent: Tuesday, March 28, 2006 9:11 AM
To: Martain, Jill
Cc: Lorence, Susan
Subject: FW: Escalation Response posted to web

Fyi - email to all participants

Cindy Harlan
Wholesale Change Management
Qwest
303-382-5765

From: Harlan, Cynthia
Sent: Monday, November 07, 2005 10:45 AM
To: 'lhankins@covad.com'; 'Jim.hickle@velocitytelephone.com'; 'Johnson, Bonnie J.'; 'Van Meter, Sharon K, NEO'; 'lynn_kellas@eli.net'; 'amandas@vcicompany.com'
Cc: Harlan, Cynthia; 'Leblanc, James B.'
Subject: Escalation Response posted to web

During the October 19 CMP meeting, the CLEC community requested that Qwest update the Escalation process to inform the CLECs that have chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Response at the following url:

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In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting.
Thank you,
Cindy Harlan

Cindy Harlan
Wholesale Change Management
Qwest
303-382-5765

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.

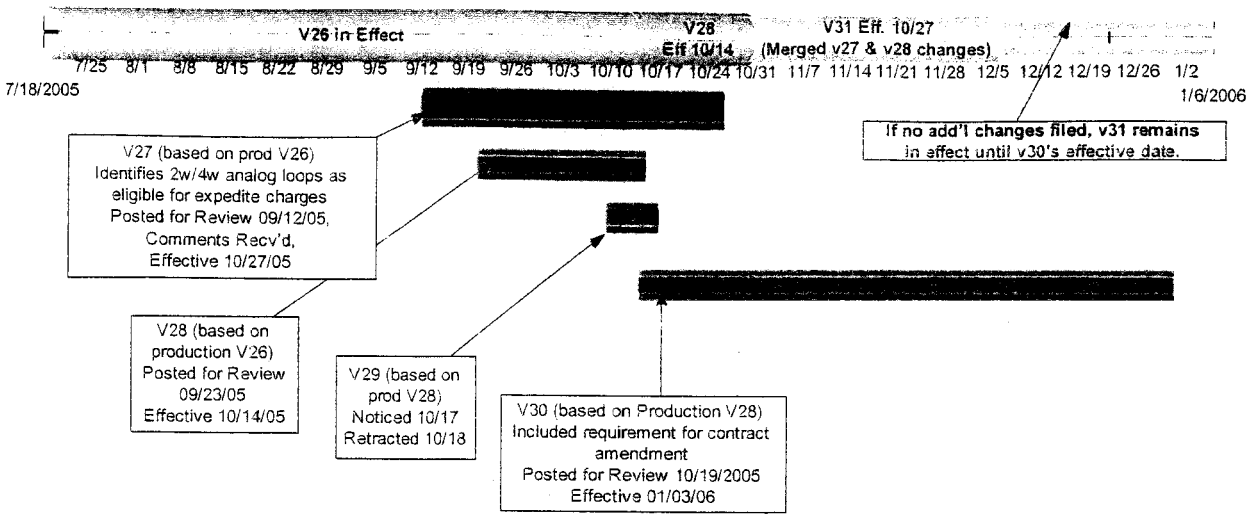
Qwest Response to Product/Process Expedites and Escalations V30 Comments

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

Qwest Response to Product/Process:_____ Comments

		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.

Escalation #39 Regarding PROS.09.12.05.F.03242.Expedites_Escalations_V27

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

November 4, 2005

James LeBlanc
McLeodUSA

Subject: McLeodUSA Escalation on PROS.09.12.05.F.03242.Expedites_Escalations_V27

This letter is Qwest's binding response to your October 27, 2005 escalation regarding PROS.09.12.05.F.03242.Expedites_Escalations_V27, which changed the expedite process to include 2w/4w analog loops.

Qwest has reviewed the formal escalation and maintains its position to include 2w/4w analog loops in the expedite process.

We researched McLeod's comments regarding not being aware that the issue was on the table for discussion, Qwest sent notification PROS.09.12.05.F.03242.Expedites_Escalations_V27 to the CLEC community on September 12, 2005. With that notification, Qwest also included a summary of the changes that were planned to occur and also made available a red-lined copy of the updated PCAT.

As part of the notification, Qwest provided the following summary:

Qwest is changing its Expedite process to include all loop types in order to create consistencies across the product line. 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Additionally, Qwest is also including requests for Port In/Port Within that are associated with one of applicable designed services that are already included in the Pre-Approved Expedite Process. Customers who currently have an expedite amendment will automatically be included in this change.

CLEC customers were encouraged to review the proposed changes and provide comment at any time during the 15-day comment review period, which ended at 5:00 PM, MT September 27, 2005. Qwest only received one comment associated with this change, questioning what the rate would be and Qwest responded to those comments on October 12, 2005, (Pros.10.12.05.f.03344.final_exp_escl_v27), pointing customers to the negotiations template.

In response to McLeod's concern around the costs associated with an expedited request; discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process.

Qwest maintains its position that 2w/4w analog loops be included in the pre-approved expedite process to create consistencies across the UBL product line as well as other products that follow the designed services flow.

Deleted:

Loretta Huff
Qwest Wholesale
Director Program/Project Mgmt

eschelon℠ telecom, inc.

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

March 21, 2006
By Overnight Express delivery

Kenneth Beck
Regional Vice President
Qwest Communications, Inc.
1801 California St, Floor 24
Denver, CO 80202

Qwest Communications, Inc.
Director—Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

Qwest Communications, Inc.
General Counsel, Law Department
1801 California Street, 49th Floor
Denver, CO 80202

Re: Escalation and Request for Dispute Resolution pursuant to the Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206 (#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587; PON # AZ657718T1FAC)

Dear Mr. Beck, Director of Interconnection, and General Counsel:

Eschelon asks Qwest to work with Eschelon to resolve the dispute described below both for this particular occurrence and on a going forward basis for the term of the interconnection agreements ("ICAs") between the parties. This issue needs to be addressed promptly, before another such situation arises. Enclosed is a document, which is incorporated by reference, quoting Arizona ICA provisions relating to this dispute and citing similar provisions in Colorado, Minnesota, Oregon, Utah and Washington. If Eschelon and Qwest are unable to agree on a resolution, Eschelon reserves its right to ask the Arizona Commission to arbitrate the dispute pursuant to Section 27.2 of Part A of the Arizona ICA, as well as submit the dispute to the other state commissions pursuant to the dispute resolution provisions of the ICAs in our other states.

Last week, in violation of the ICA, Qwest refused Eschelon's requests for both a repair and an expedite to restore service to an Arizona Eschelon End User Customer who was unexpectedly out of service, without dial tone. As a result of Qwest's violation of the ICA, the End User Customer was out of service for a delayed period of time -- from Thursday of last week until Monday of this week. (The outage would have continued

even longer pursuant to Qwest's approach, if Eschelon had not ordered special access, instead of the unbundled product to which it was entitled, to ensure this customer received service.) The Eschelon End User Customer in this case is a private not-for-profit corporation that provides therapeutic, rehabilitation, and social services to children and adults with developmental, therapeutic, physical, and mental disabilities. Such an organization, in particular, needs telephone service, including the ability to dial 911 from each room, to serve its clientele. The center is open 24X7, 365 Days a year. Eschelon provided Qwest's escalations group with a letter from the End User Customer documenting that the customer provides critical health care services to individuals with high level and urgent care needs. Eschelon also informed Qwest's Regional Director of Service Management, Jean Novak (who is assigned at Qwest to handle Eschelon's service issues), of the letter and that Eschelon had provided it to that group. Qwest knew the importance of restoring dial tone. Nonetheless, Qwest both rejected the trouble report (refusing to open a ticket) and refused to expedite an order to restore service.

Eschelon's End User Customer contacted Eschelon repair to report a trouble when the End User Customer lost dial tone. Eschelon reported trouble to Qwest (both through CEMR and by phone). It was determined that the outage resulted from an Eschelon disconnect in error (i.e., due to a typo in the circuit ID number, a disconnect intended for a different line was completed instead for the facility serving the individual rooms). Eschelon accepted responsibility for that error and informed the customer that it was an Eschelon error. Regardless of who caused the error, a customer's service should be restored when an error occurs and a customer with medical and emergency needs loses dial tone. When Qwest retail disconnects its own End User Customer in error, Qwest restores service. In such a situation, the Qwest End User Customer calls Qwest retail repair. It is unlikely that Qwest retail requires its retail End User Customer to then call the Qwest retail business office to order new service and wait for the entire new service interval for service restoration. Even assuming a new order were required, the order would not be delayed for days while the Qwest retail End User Customer had no dial tone. Regardless of the service provider, the End User Customer's service should be promptly restored. (*See*, *e.g.*, 31.1 of Part A – "carrier-neutral" and "nondiscriminatory.")

Qwest's only stated basis for refusing to promptly restore dial tone to this organization for persons with disabilities is that Qwest requires an ICA amendment to do so. Qwest and Eschelon have discussed on previous occasions that Qwest needs to know and review the provisions of the existing ICA between the parties to ensure that the existing terms are not sufficient before indicating that an amendment is required and, in the meantime, Qwest should not withhold service. In this case, the existing amendment clearly required Qwest to restore service. (*See*., *e.g.*, Sections 3.3.4.4 & 6.2.1.1 of Attachment 5.) Although Qwest claimed it had no basis to obtain payment (even after Eschelon clearly stated it would pay), the ICA clearly provides that "expedite charges may apply" and authorizes Qwest to charge Eschelon. (*See*, *e.g.*, Sections 3.1 & 3.3.4.4 of Attachment 5 & Section 1.2 of Attachment 1.) In addition, there are Commission approved rates in Arizona, such as for installation. Therefore, no amendment was

required, and Qwest had no basis to refuse to promptly restore service under the existing ICA. These ICA provisions have been in place for a long time. Qwest has recently changed when it claims that CLEC expedite requests require approval (i.e., are "chargeable") and did so over CLECs' objections. No corresponding change in the ICA has occurred, and Qwest has no basis for unilaterally imposing such changes on Eschelon.[1]

Qwest provided no business, operational, or technical feasibility reason for refusing to help to promptly restore dial tone to this facility for persons with disabilities. ***To the contrary, Qwest confirmed that the same unbundled facilities (i.e., the facilities from the disconnect order) remained available.*** Although the facilities were available and the End User Customer had no dial tone, Qwest said it would not promptly restore service because of its unnecessary amendment issue. Qwest knew at the time, however, that Eschelon's existing long-standing ICA allows Qwest to charge for expedite charges, without an amendment. Also, Eschelon (Rhonda Knudson) clearly told Qwest (Jean Novak) that Eschelon would pay expedite charges if that is what it took to get the customer in service. Qwest still refused to help restore service. Qwest said that it required Eschelon to sign an ICA amendment before Qwest would proceed with restoring service (e.g., expediting the order). Qwest said that, without an amendment, Qwest would not provide facilities until at least Thursday of this week (a full week after the End User Customer lost dial tone). Eschelon finally had to order a Qwest tariffed product to ensure its End User Customer's service was restored earlier.[2]

Eschelon's approach is consistent with the ICA's provisions requiring the parties to process orders and repairs and leave billing disputes, if any, for later. Qwest's approach was inconsistent with those provisions. Qwest held restoration of the End User Customer's service hostage pending Eschelon's meeting Qwest's demand for an unnecessary amendment. The ICA, however, clearly provides that Qwest is to first perform the requested service (including expedites) and then, if there is a rate issue, address that issue through the billing and dispute resolution provisions of the ICA. (*See, e.g.*, Section 1.2 of Attachment 1; Section 4.1.18 of Attachment 5.) Qwest refused to proceed instead of pursuing any rate issue under the billing and dispute resolution provisions of the ICA. Qwest has not even established that there is a rate issue. The ICA allows Qwest to charge for installation and expedites, and Eschelon told Qwest at the time that it would pay to expedite the order.

---

[1] If Qwest desires a voluntary amendment, please negotiate with us and begin by providing cost studies supporting Qwest's proposed rate for each state to Eschelon pursuant to Section 252(d) of the Act, 47 CRF § 51.301, and paragraph 155 of the FCC's First Report and Order. Eschelon has signed a confidentiality agreement and requested cost studies for all unapproved rates in the new ICA negotiations, but Qwest has not yet provided a cost study for its proposed expedite rate. While Eschelon is reviewing those cost studies, however, Qwest needs to process expedites pursuant to the existing ICAs.

[2] The Qwest tariffed product has the same per day expedite NRCs as Qwest's proposed expedite amendment. Qwest charged Eschelon approximately $1,800 because the NRC of $200 per day applies to the tariffed product's 9-day interval. The unbundled interval is 5 days. Even assuming the $200 per day rate applied, this NRC would have been approximately $800 less if Qwest had proceeded with the unbundled product.

Qwest's Regional Director of Service Management is or should be familiar with the existing ICA provisions (particularly because Eschelon has asked her and Qwest on past occasions to review the ICA provisions before requesting an amendment), knew of the medical nature of the facility and its need for dial tone, and knew from her pervious conversation with Ms. Knudson that Eschelon was willing to pay for the expedite. She nonetheless incorrectly indicated to the Qwest Senior Manager of the Minneapolis center that Eschelon was not willing to pay charges, and she told the Senior Manager of the Minneapolis center that it was ok to stop working toward restoring dial tone. The Qwest Regional Director of Service Management is supposed to be the advocate for this account at Qwest.

Qwest needs to remedy both the immediate situation and the issue on a going forward basis. With respect to the rehabilitation center in Arizona, Qwest needs to provide the facility on an unbundled basis (which may require a record work change) and credit Eschelon any difference in cost. With respect to future issues under the existing ICAs (until new ICAs are in place),[3] Qwest needs to confirm in writing that it will restore service in such situations (pursuant to the applicable repair and/or expedite provisions of the existing ICAs in each state) without requiring an amendment.

I suggest we have a conference call next week to negotiate these issues and attempt to resolve them pursuant to the dispute resolution provisions of our ICAs. Eschelon will have legal counsel for the negotiations and anticipates that Qwest will as well. Please let me know what dates and times next week work for Qwest.

Sincerely,

Danny de Hoyos
Vice President, Customer Service and Product Delivery
(612) 436-1646

cc: Jean Novak, Qwest (by email)
Harisha Bastiampillai, Qwest (by email)
Christine Siewert, Qwest (by email)
Doug Denney, Eschelon (by email)
Bonnie Johnson, Eschelon (by email)
Karen L. Clauson, Eschelon (by email)
Jeff Oxley, Eschelon (by email)

[3] Negotiation of new ICAs is well underway and, if any issues need to be addressed in those negotiations, Eschelon will also work with Qwest in that context for events that will occur after the Effective Date of the new ICAs.

ICA PROVISIONS - ARIZONA
(See footnotes for CO/MN/OR/UT/WA)

EXCERPTS FROM ATTACHMENT 5 (BUSINESS PROCESS REQUIREMENTS)

3.2.2 Service Migrations and New Customer Additions[1]

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.

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 COPROVIDER of U S WEST's confirmation to complete, or not complete, the order within the expedited interval.

3.2.4 Due Date[2]

3.2.4.2 For those services and circumstances that U S WEST and COPROVIDER agree shall be handled by the standard interval process, U S WEST shall supply CO-PROVIDER with standard due date intervals on a nondiscriminatory basis to be used by CO-PROVIDER personnel to determine service installation dates. Under those circumstances U S WEST shall complete the provisioning within the standard 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.

3.2.4.3 For those services and circumstances that U S WEST and COPROVIDER agree shall be handled by the requested/committed due date process, CO-PROVIDER may request a due date on each order. U S WEST will provide an offered due date on a nondiscriminatory basis. If CO-PROVIDER accepts the offered due date then such date shall become the committed due date. U S WEST will complete the order on the committed due date unless otherwise authorized by CO-PROVIDER.

> 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 COPROVIDER required due date, then that required due date becomes the committed due date and 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.

SEE ALSO –

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[1] See Colorado ICA Attachment 8 Business Processes Sections: 2.1.17, 2.2.13, Minnesota ICA Attachment -5 Section 7.4.2 and Section 9.2, Oregon ICA Attachment 5 Section 7.4.2 and Section 9.2, Utah ICA Attachment 5 Sections 3.2.2.12 and 3.2.2.13, Washington ICA Attachment 5 Sections 3.2.2.12 and 3.2.2.13

[2] See Colorado ICA Attachment 8 Business Processes Section: 2.2.2.1.6, Minnesota ICA Attachment 5 Section 9.1 and Section 9.3, Oregon ICA Attachment 5 Section 9.1 and Section 9.3, Utah ICA Attachment -5 Section 3.2.4, Washington ICA Attachment 5 Section 3.2.4

2.1 General Business Requirements[3]

2.1.4.7 U S WEST shall provide provisioning support outside of scheduled work hours on a nondiscriminatory exception basis as requested by COPROVIDER. Such support may be subject to a minimum labor charge.

4. Connectivity Billing and Recording[4]

This Section 4 describes the requirements for U S WEST to bill and record all charges CO-PROVIDER incurs for purchasing services under this Agreement.

4.1.2 U S WEST shall record and bill in accordance with this Agreement those charges COPROVIDER incurs as a result of CO-PROVIDER purchasing from U S WEST services, as set forth in this Agreement (hereinafter "Connectivity Charges").

4.1.18 Bill Reconciliation[5]

4.1.18.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

> 4.1.18.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.
>
> 4.1.18.4.2 If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.
>
> 4.1.18.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, upon the written request of either Party within such one hundred and twenty (120) day period, the dispute may be resolved pursuant to the dispute resolution provision set forth in Part A of this Agreement.

6.2 General Requirements[6]

6.2.1 U S WEST shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

> 6.2.1.1 U S WEST shall provide CO-PROVIDER with the same level of maintenance support as U S WEST provides itself in accordance with standards and performance measurements that U S WEST uses and/or which are required by law, regulatory agency, or by U S WEST's own internal procedures, whichever are the most rigorous. These

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[3] See Colorado ICA Attachment 8 Business Processes Section: 2.1.2.4, Minnesota ICA Attachment 5 Section 2.4, Oregon ICA Attachment 5 Section 2.4, Utah ICA Attachment 5 Section 2.1.4.7, Washington ICA Attachment 5 Section 2.1.4.7

[4] See Colorado ICA Attachment 8 Business Processes Section 3.1.2, Minnesota ICA Attachment 7 Section 2.1, Oregon ICA Attachment 7 Section 2.1, Utah ICA Attachment 5 Section 4.1.2, Washington ICA Attachment 5 Section 4.1.2

[5] See Colorado ICA Attachment 8 Business Processes Section 3.1.18.4, Minnesota ICA Attachment 7 Section 14 , Oregon ICA Attachment 7 Section 14, Utah ICA Attachment 5 Section 4.1.18.4, Washington ICA Section 4.1.18.4

[6] See Colorado ICA Attachment 8 Business Processes Section 5.1.2, See Minnesota ICA Attachment 6 Section 1, Oregon ICA Attachment 6 Section 4, Utah ICA Attachment 5 Section 6.2.1, Washington ICA Attachment 5 Section 6.2.1

standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as U S WEST may deploy) that U S WEST provides to CO-PROVIDER under this Agreement.

EXCERPTS FROM PART A (TERMS AND CONDITIONS)

3. Payment[7]

3.1 In consideration of the services provided by U S WEST under this Agreement, COPROVIDER shall pay the charges set forth in Attachment 1 to this Agreement. The billing procedures for charges incurred by CO-PROVIDER hereunder are set forth in Attachment 5 to this Agreement.

3.2 Amounts payable under this Agreement, unless reasonably disputed, are due and payable within thirty (30) days after the date of U S WEST's invoice or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day.

27. Dispute Resolution[8]

27.2[14] In the event CO-PROVIDER and U S WEST are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission. Only those points identified by the Parties for arbitration will be submitted.

31. Warranties[9]

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.

EXCERPT FROM ATTACHMENT 1 (RATES AND CHARGES)

1. General Principles[10]

1.2 Except as otherwise specified in this Agreement, as approved or ordered by the Commission, or as agreed to by the Parties through good faith negotiations, nothing in this Agreement shall prevent a Party through the dispute resolution process described in this Agreement from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

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[7] See Colorado ICA Part A Section 5.1, Minnesota ICA Part A Section: 2.1, Oregon ICA Part A Section 2.1, Utah ICA Part A Section 3.1 and Section 3.2, Washington ICA Part A Section 3.1 and Section 3.2

[8] See Colorado ICA Part A Section 24.1, Minnesota ICA Part A Section 11, Oregon ICA Part A Section 11, Utah ICA Part A Section 27.2, Washington ICA Part A Section 27.2

[9] See Colorado ICA Part A Section 14.1, Minnesota ICA Part A Section 9.2, Oregon ICA Part A Section 9.2, Utah ICA Part A Section 31.1, Washington ICA Part A Section 31.1

[10] Utah ICA Attachment 1 Section 1.2, Washington ICA Attachment 1 Section 1.2

eschelon℠
telecom, inc.

April 3, 2006
By Overnight Express delivery

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

Kenneth Beck
Regional Vice President
Qwest Communications, Inc.
1801 California St, Floor 24
Denver, CO 80202

Qwest Communications, Inc.
Director—Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202

Qwest Communications, Inc.
General Counsel, Law Department
1801 California Street, 49th Floor
Denver, CO 80202

Re: Escalation and Request for Dispute Resolution pursuant to the Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206 (#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587; PON # AZ657718T1FAC); Joint McLeod-Eschelon Escalation #39 Re. PROS.09.12.05.F.03242.Expedites_Escalations_V27 – Denied by Qwest 11/4/05; Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.ExpeditesEscalationsV30

Dear Mr. Beck, Director of Interconnection, and General Counsel:

Attempts to resolve this issue have been unsuccessful. On the call on Friday, Qwest repeated its intent to continue to refuse to comply with the repair and expedite provisions of the current interconnection agreements between the parties for unbundled loops in these types of situations. (For further description of the facts, see my letter to Qwest dated March 21, 2006.)

Qwest also indicated that it had not received assurances that Eschelon is willing to pay charges to Qwest when this type of situation occurs. That is incorrect. Eschelon has previously made those assurances and makes them again in this letter. As we discussed on the call, from the end user customer's perspective, an out of service condition caused by a disconnect in error is a repair, as the end user customer did not request any change in service and yet is out of service. Eschelon said it was willing to pay maintenance and repair charges pursuant to the interconnection agreements (including those approved by the state commissions, which Qwest already routinely charges Eschelon for other types of repairs) to re-establish service. Qwest indicated that it disagrees that repair terms apply

and said that Eschelon must submit and expedite an order and pay associated charges to re-establish service.

Therefore, as indicated on Friday's call, whenever Eschelon requests an expedite for an unbundled loop order and Qwest grants the request, Eschelon will pay the charges pursuant to the current interconnection agreements associated with installation, dispatch, and expedites. Qwest will not deny the expedite requests for any product based on an alleged need for a contract amendment or other arbitrary or discriminatory reason. The charges Eschelon will pay includes the installation charge for the order requesting the expedite. Installation charges cover the costs of the work activities to process the order. (In an expedite situation, the same work activities take place; they simply occur earlier.) Although the installation charges generally also include the cost of a dispatch, if Qwest dispatches a technician to complete an expedite, Eschelon will also pay the dispatch charge. (When the dispatch cost is included in the installation charge, this is a double recovery by Qwest.) If Qwest spends additional time due to the expedite itself, Eschelon will also pay the half hourly labor rate (which in Arizona is the same rate whether billed as repair or additional labor, other) for that time. Payment of these charges is provided for under the current interconnection agreements, and no amendment is necessary.

Eschelon understands that Qwest reserves its rights to argue different terms should apply under the new interconnection agreements. (For example, by charging such terms under the current interconnection agreements, Qwest said it is not conceding that such charges are 251/252 charges, and Qwest may take a different position in arbitration of the new interconnection agreements.) Eschelon also reserves all of its rights with respect to negotiation and arbitration of the new interconnection agreements. Eschelon asks Qwest to proceed as described in this letter to allow all of the parties to focus on completing those new agreements, which will resolve this issue going forward under the new agreements.

If, however, Qwest continues to refuse to provide expedites under the current interconnection agreements without amendment, Eschelon reserves its right to ask the commissions to find that it pay no charge pursuant to the nondiscrimination provisions of the interconnection agreements in those situations in which Qwest does not charge itself and its end user customers, including disconnects in error and conditions that Qwest has identified in its Expedites Requiring Approval process. This applies to unbundled loops as well as other products.

Eschelon is represented by counsel in this matter. Please direct all further communications regarding this matter to Jeff Oxley and Karen Clauson. They may also identify outside counsel.

Sincerely,

Danny de Hoyos
Vice President, Customer Service and Product Delivery
(612) 436-1646

cc: Jean Novak, Qwest (by email)
Harisha Bastiampillai, Qwest attorney (by email)
Christine Siewert, Qwest (by email)
Larry Christensen, Qwest (by email)
Mike Henderson (by email)
Ronda Knudson (by email)
Bill Markert (by email)
Doug Denney, Eschelon (by email)
Bonnie Johnson, Eschelon (by email)
Karen L. Clauson, Eschelon (by email)
J. Jeffery Oxley, Eschelon (by email)

ATTACHMENT A-8

EXCERPTS FROM ARIZONA STATEMENT OF GENERALLY AVAILABLE TERMS ("SGAT")

For full Arizona SGAT, see http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-SGAT-8-29-03.doc

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-8
July 13, 2006

STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATION SERVICES PROVIDED BY QWEST CORPORATION

IN THE STATE OF

ARIZONA

FOURTEENTH REVISION
August 29, 2003

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
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July 13, 2006

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EXHIBIT A Arizona Rates

EXHIBIT B Service Performance Indicators

EXHIBIT C Intervals

EXHIBIT D Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document

EXHIBIT E Vertical Features

EXHIBIT F Special Request Process

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EXHIBIT I Individual Case Basis (ICB)

EXHIBIT J Election of Reciprocal Compensation Option

EXHIBIT K Performance Assurance Plan

EXHIBIT L Advice Adoption Letter

EXHIBIT M Interim Advice Adoption Letter

Section 1.0 - GENERAL TERMS

1.1 This Statement of Generally Available Terms and Conditions (SGAT) for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is filed by Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 Intentionally Left Blank.

1.3 This SGAT sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the State of Arizona for purposes of providing local Telecommunications Services. This SGAT is available for the term set forth herein.

1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individually negotiated Interconnection Agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notice provision of this SGAT contained in Section 5.21. The date on which Qwest receives an executed copy of this SGAT shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Qwest shall notify CLEC of the Effective Date pursuant to the notice provision. The Parties shall satisfy all state Interconnection agreement filing requirements.

1.5 This SGAT, once it is approved or permitted to go into effect by the Commission, offers CLECs an alternative to negotiating an individual Interconnection Agreement with Qwest, or adopting an existing approved Interconnection Agreement between Qwest and another CLEC pursuant to Section 252(i) of the Act. In this respect, neither the submission nor approval of this SGAT nor any provision herein shall affect Qwest's willingness to negotiate an individual Agreement with any requesting Carrier pursuant to Section 252 of the Telecommunications Act of 1996.

1.6 Intentionally Left Blank.

1.7 Once this SGAT is approved or permitted to go into effect, any amendment to the SGAT by Qwest will be accomplished through Section 252 of the Act. When Qwest files an amendment to the SGAT with the Commission, Qwest shall provide notice of such filing through the Change Management Process (CMP). Qwest shall also request that the Commission notify all interested parties of the filing. In addition, any amendment to the SGAT filed by Qwest shall have no effect on the SGAT (either to withdraw or replace effective provisions or to add provisions) until such amendment is approved by the Commission or goes into effect by operation of law. Once CLEC executes Section 22 and delivers a signed copy to Qwest pursuant to the notice provisions of this SGAT, the currently effective SGAT will become the Interconnection Agreement between CLEC and Qwest (this Agreement), and shall be subject to the same rules and laws as other Interconnection Agreements in effect in this state. Once this SGAT becomes the Interconnection Agreement between CLEC and Qwest, this Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

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July 13, 2006

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the CMP. CLEC must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale website, that Qwest has identified as pertaining to the new product. Rates for new products are interim and subject to true-up, upon approval by the Commission. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale website that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.8.1 When opting into a provision, Qwest may require CLEC to accept Legitimately Related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is Legitimately Related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting

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the change and signing the amendment or identifying those additional provisions that Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to CLEC in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.8.2.1 Nothing in this SGAT shall preclude CLEC from opting into specific provisions of an agreement or of an entire agreement, solely because such provision or agreement itself resulted from an opting in by CLEC that is a party to it.

1.8.3 If Qwest has identified additional provisions that Qwest believes are Legitimately Related and has specified provisions in the proposed amendment to which those provisions are not Legitimately Related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are Legitimately Related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) Days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association (AAA). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator.

The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreed upon location.

1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorneys' fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorneys' fees and costs in prosecuting or defending the action.

1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Arizona Commission.

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Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards. Qwest will provide a notice to those CLECs included on the CMP email distribution list of all Tariff filings on the date filed, which contains a description of the filing including the section of the Tariff being amended or newly included, and a brief description of the subject matter of the Tariff as well as the effective date.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the "Existing Rules"). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed, or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendancy of any negotiation for an amendment pursuant to this Section 2.2, the Parties shall continue to perform their obligations in accordance with the terms and conditions of

this Agreement. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

2.3.1 Intentionally Left Blank.

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4.143 "Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

4.144 "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks. Directory Assistance Services, CMRS traffic, transiting calls from other LECs and Switched Access Services are not included in the calculation of PLU.

4.145 "Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

4.146 "Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

4.147 "Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

4.148 "Physical Collocation" shall have the meaning set forth in Section 8.1.1.

4.149 "Pole Attachment" shall have the meaning set forth in Section 10.8.1.

4.150 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

4.151 "Point of Presence" or "POP" means the Point of Presence of an IXC.

4.152 "Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side port is typically associated with one or more telephone numbers that serve as the Customer's network address.

4.153 "POTS" means plain old telephone service.

4.154 "Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

4.155 "Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

4.156 "Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

http//www.qwest.com/wholesale/pcat/

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Party shall respond to a special request for a Supplemental Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DSO channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 Qwest will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Section 20. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the Change Management Process applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the Change Management Process (CMP). Qwest agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the provider has the following options:

a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;

b) Reserved for Future Use; and

c) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st calendar day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

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c) Unbundled Loop;

d) Unbundled Line-side Switch; and

e) UNE-P for POTS.

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

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

Qwest will make accessible to CLEC through electronic means the transmission method/media types available for these mechanized records.

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

a) SAG provides Address and Serving Central Office Information.

b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

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

12.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with, or exceeds, industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to

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pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering, ordering/Provisioning, Maintenance/Repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing process, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP, an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the Change Management "Process, is attached as Exhibit G (the "CMP Document"). As of the date of filing, the CMP Document (Exhibit G) is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP redesign process. Not all of the sections of Exhibit G have been discussed or considered during the ongoing CMP redesign process, and the CMP Document will be continued to be changed through those discussions. Exhibit G reflects the commitments Qwest has made regarding maintaining its CMP as of the date of filing, and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. Following the completion of the CMP Document, Exhibit G will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale website.

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

12.2.6.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.2.6.3 Notwithstanding any other provisions in this Agreement, the CMP document attached as Exhibit G will be modified pursuant to the terms of Exhibit G, or the procedures of the redesign process and incorporated as part of the SGAT without requiring the execution or filing of any amendment to this Agreement.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

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

CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES (VER 6.16.02)

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ATTACHMENT A-9

QWEST WHOLESALE CHANGE MANAGEMENT PROCESS DOCUMENT

For an electronic copy of this version of the CMP document (updated 1/30/06), see http://www.qwest.com/wholesale/downloads/2006/060130/QwestWholesaleChangeManagementDocument_01_30_06_1_.doc (attached)

The CMP document is also attached as Exhibit G to the SGAT. The SGAT provides (at SGAT Section 12.2.6.3) that Exhibit G can be changed per the CMP document processes (which require a unanimous vote in CMP) without amendment of the SGAT. Therefore, the SGAT Exhibit G on the Qwest web site may not have all of the revisions made through CMP that are in the updated CMP document on the Qwest web site (see URL above). For the SGAT Exhibit G, see http://www.qwest.com/wholesale/downloads/2003/030909/Arizona-08-29-03-Exhibit-G.doc

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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
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	Added language agreed to at April 16 Redesign Meeting.

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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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
					Changes	
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 Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
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	Managing the Change	Added language agreed to at June 17-18, 2002

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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			Section #	Section Name	Subsection Name	Update Activity
				Change Management Process	Management Process Document	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.
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	Managing the Change Management Process	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
				Management Process	Document	
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 Process	Adherence to this CMP	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
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

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Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
						Product/Process Meeting
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
			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	Draft Interface Technical Specifications	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
				Interface		
			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 Process Meetings		Added language agreed to at the March 2005 CMP Product/Process Meeting
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 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
- Cell phone/Pager number
- POC designation (e.g., primary, secondary, or tertiary)

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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.

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)

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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 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.

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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 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

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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
- Issues, Action Items Log and associated statuses
- Release Summary, as applicable

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- 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
- 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

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- 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 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

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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)

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

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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:

- 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

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- 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.

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

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- "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.

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.

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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 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

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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 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

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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.

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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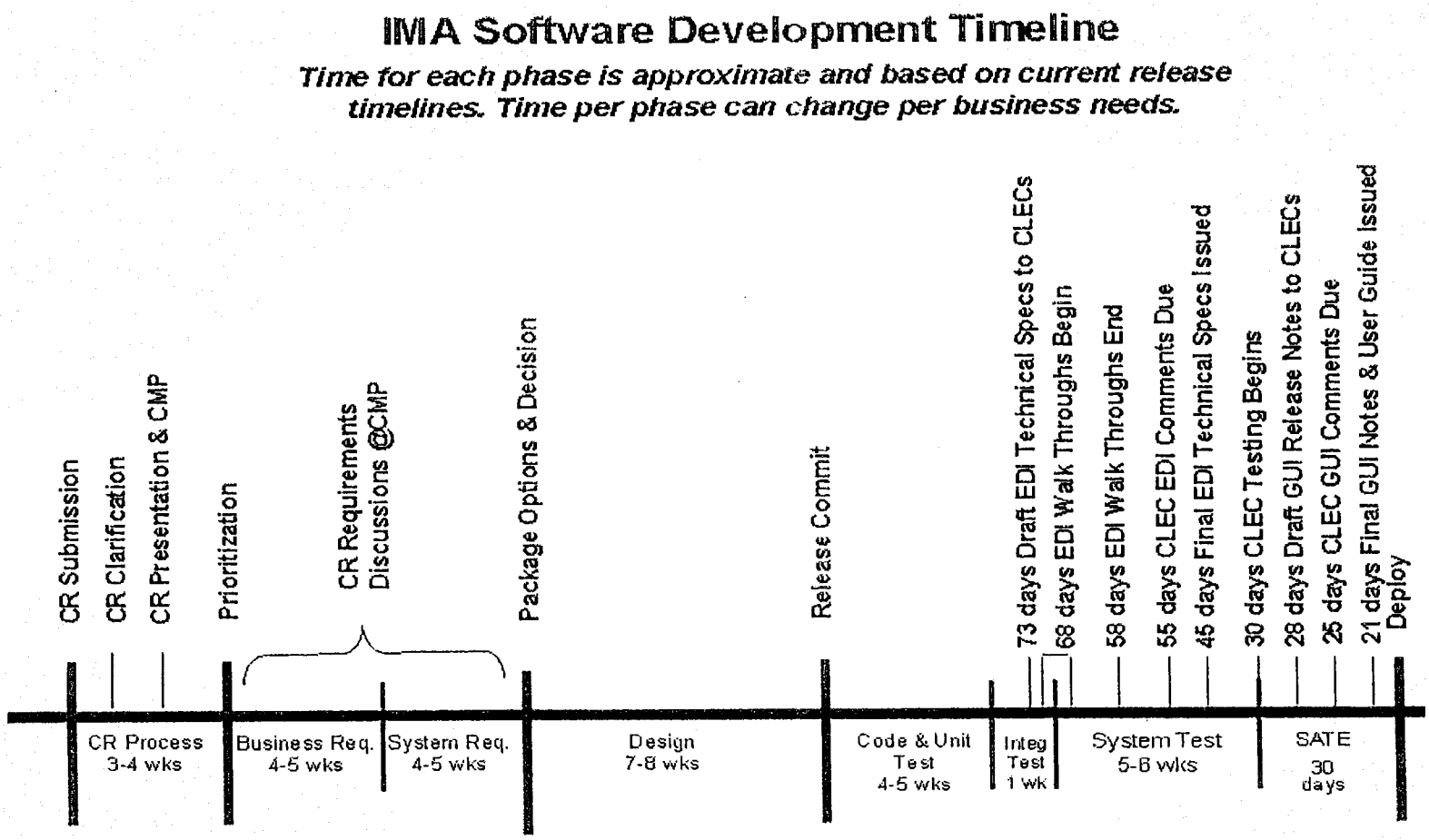
Figure 1: IMA Software Development Timeline



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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.

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

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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.

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

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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.

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.

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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
- 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.

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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)
- 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

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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
- 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.

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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 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

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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
- 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.,

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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 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
- 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:

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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-9
July 13, 2006

- 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 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

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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.

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.

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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.

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

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- 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 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.

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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.

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

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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 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:

- 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)

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- 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.

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.

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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 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:

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- 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.

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.

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- 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 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.

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

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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.

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:

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- 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.

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

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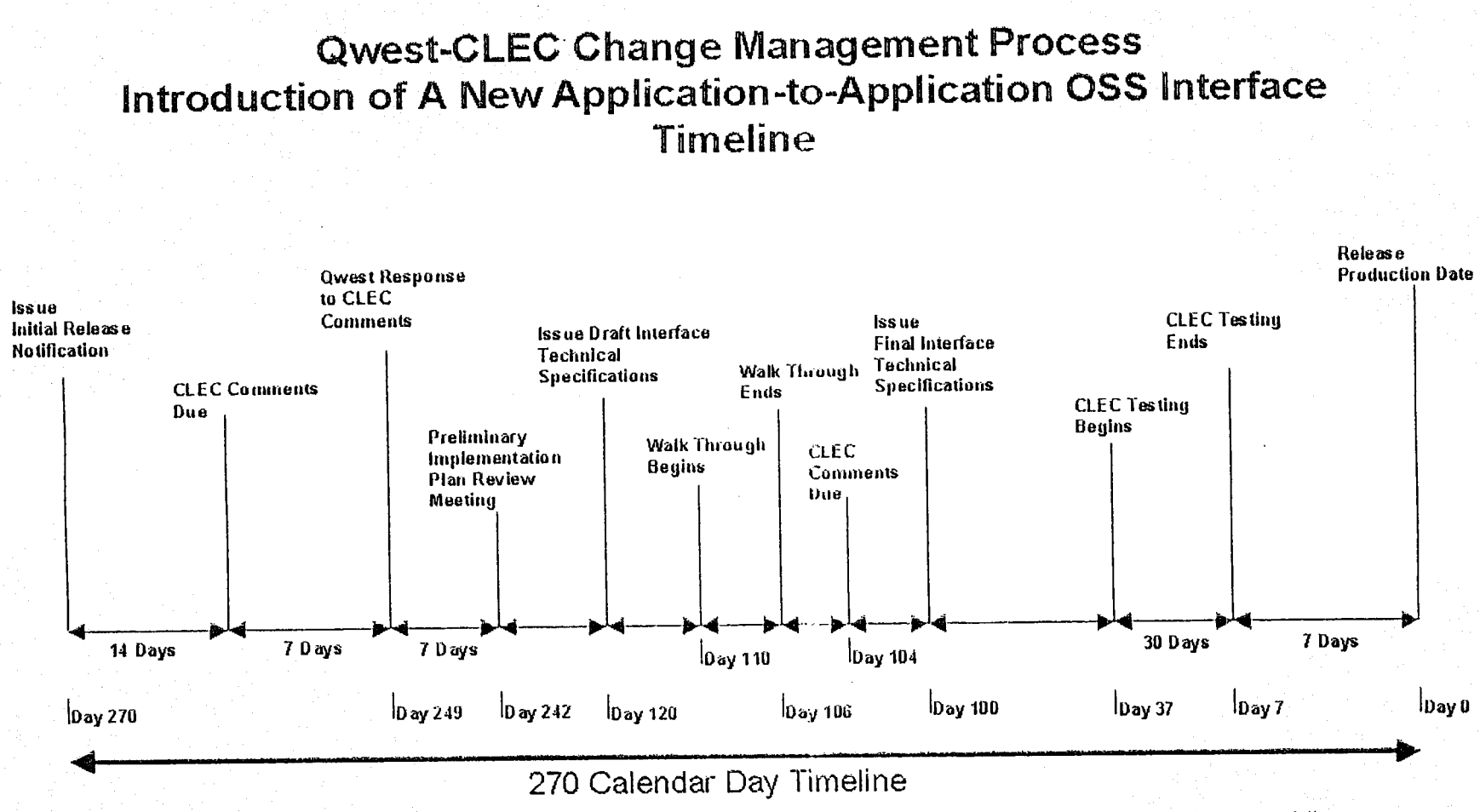
Figure 2: Introduction of a New Application-to-Application OSS Interface Timeline



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 CLEC's may negotiate a revised timeline.

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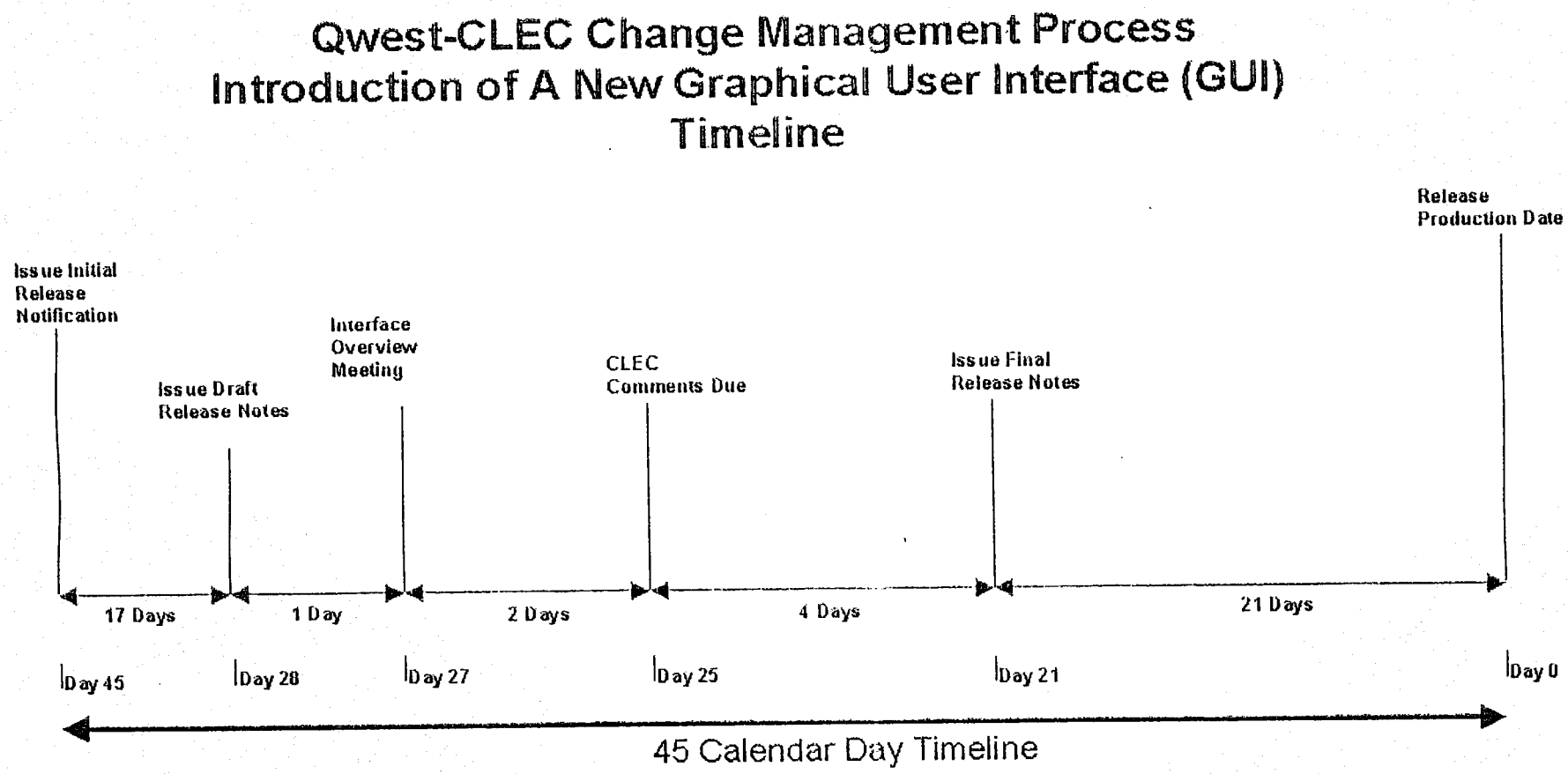
Figure 3: Introduction of a New Graphical User Interface (GUI) Timeline



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.

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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 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

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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
- 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.

[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.

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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:

- 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

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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- 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.

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.

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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.

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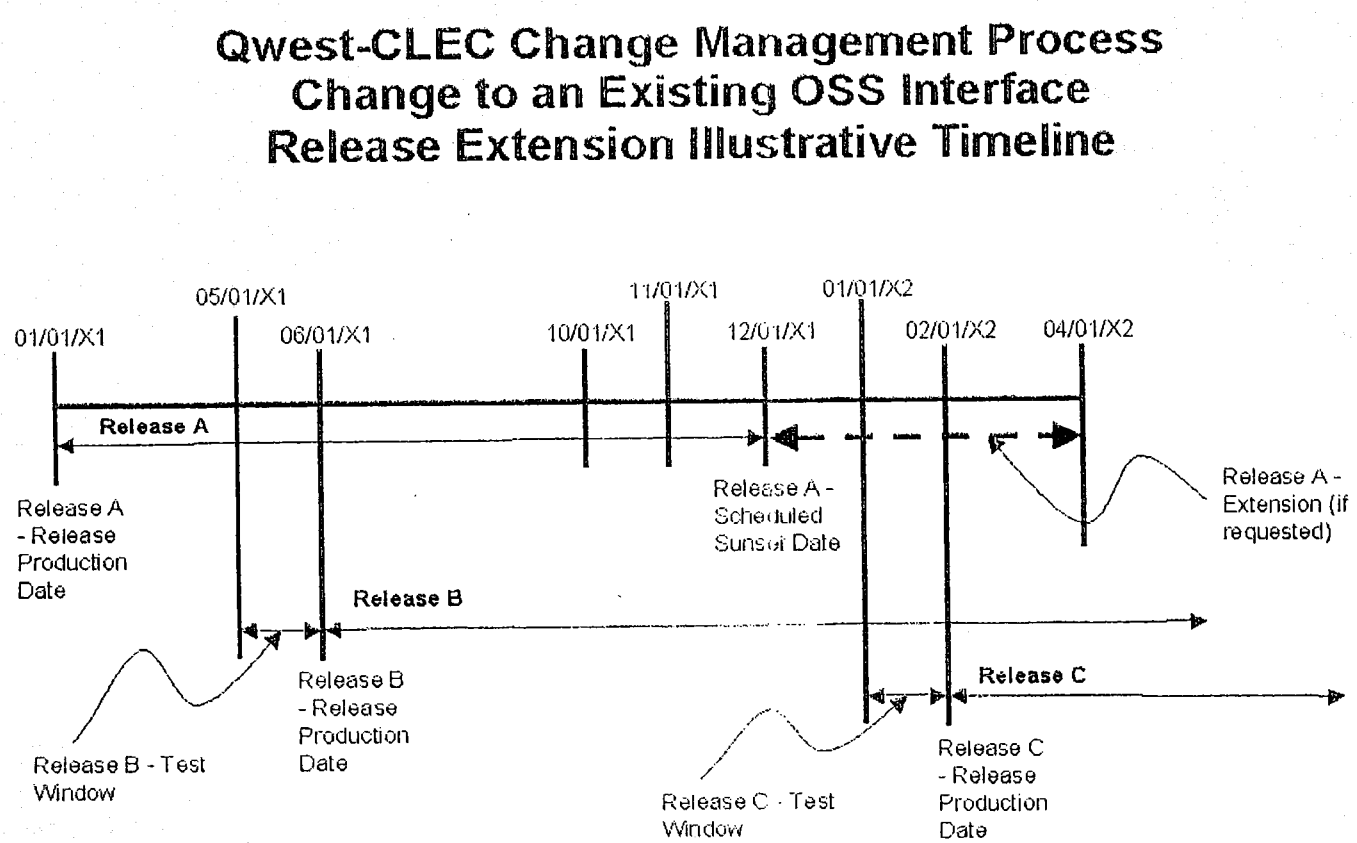
Figure 4: Release Extension Illustrative Timeline



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

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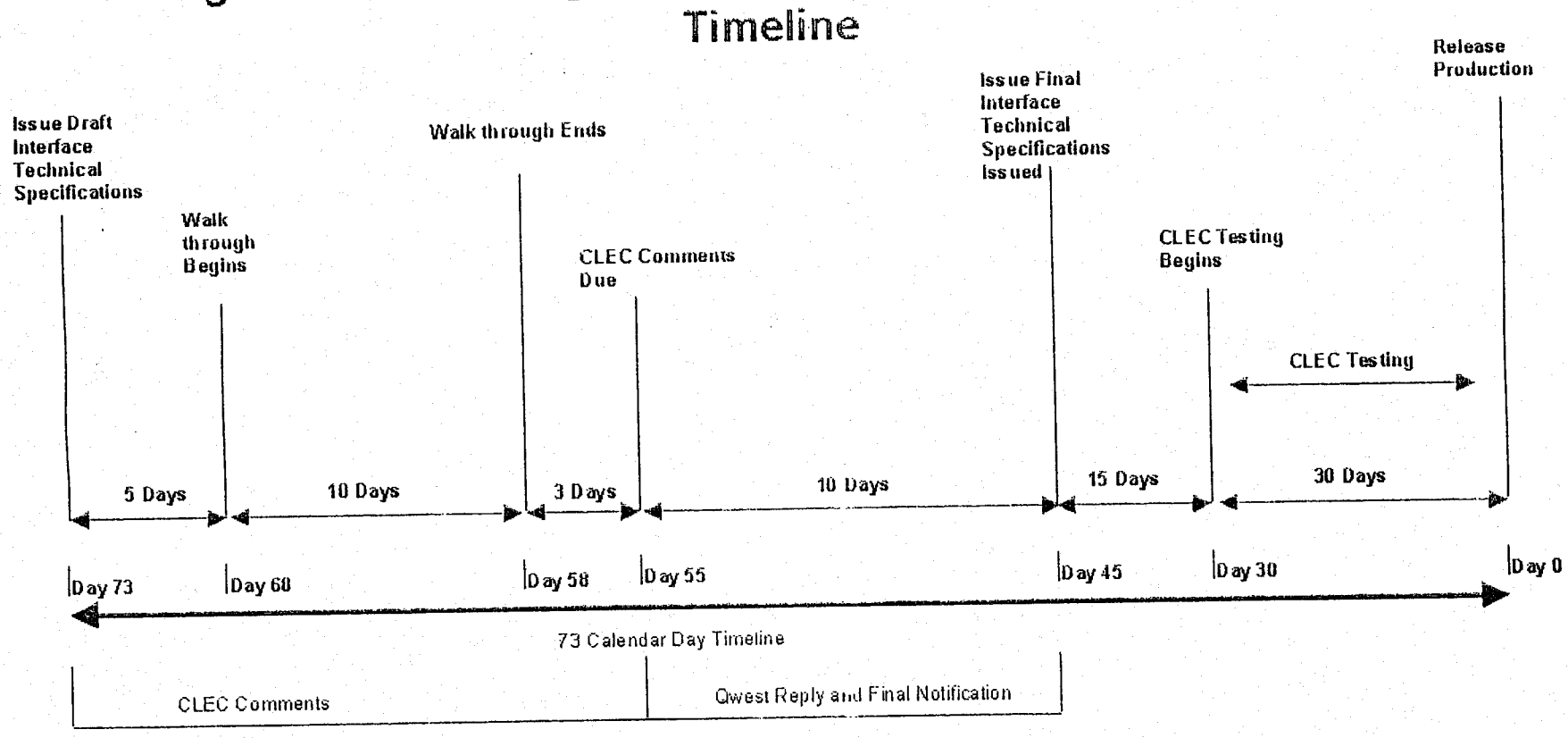
Figure 5: Changes to an Existing Application-to-Application OSS Interface Timeline



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.

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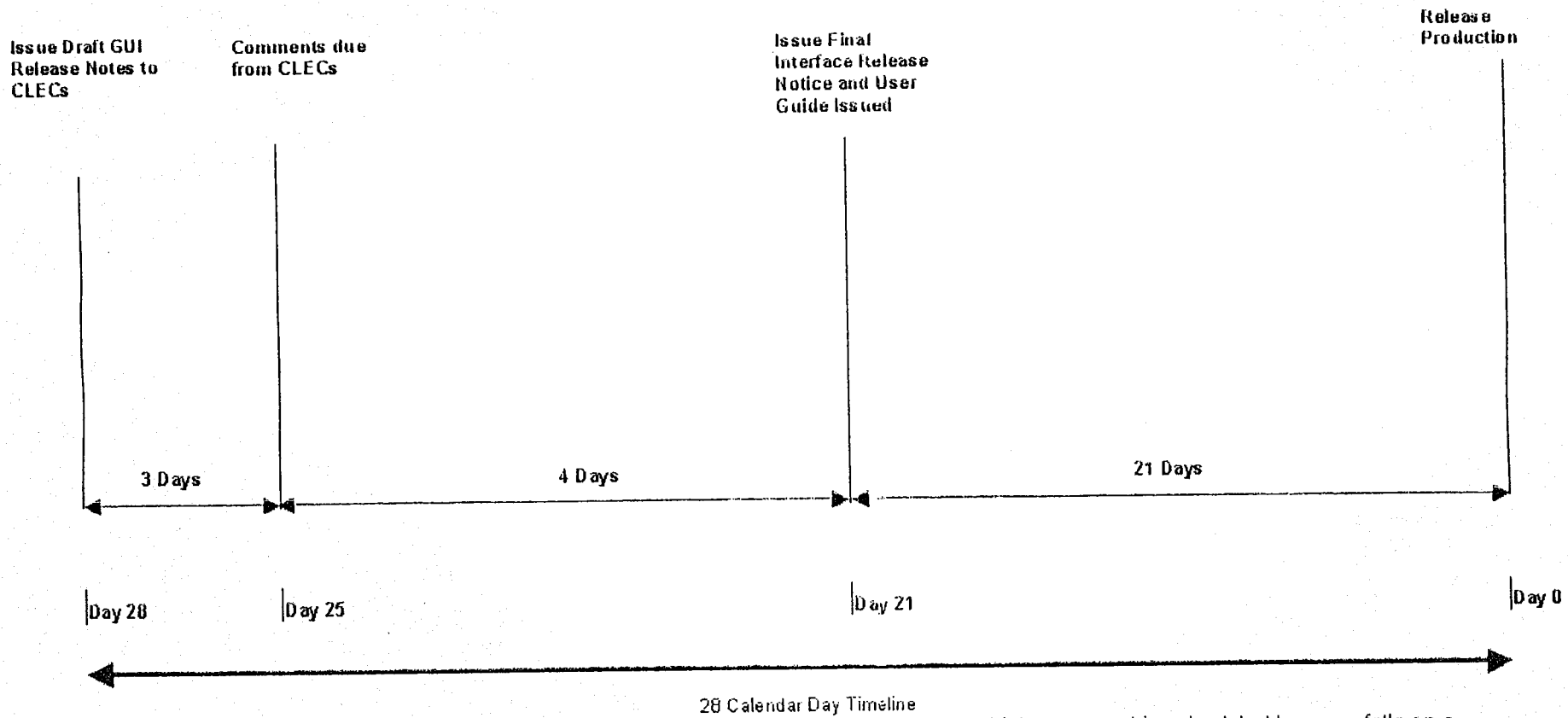
Figure 6: Changes to An Existing Graphical User Interface (GUI) Timeline

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.

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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9.0 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.

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:

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- 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

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.

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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

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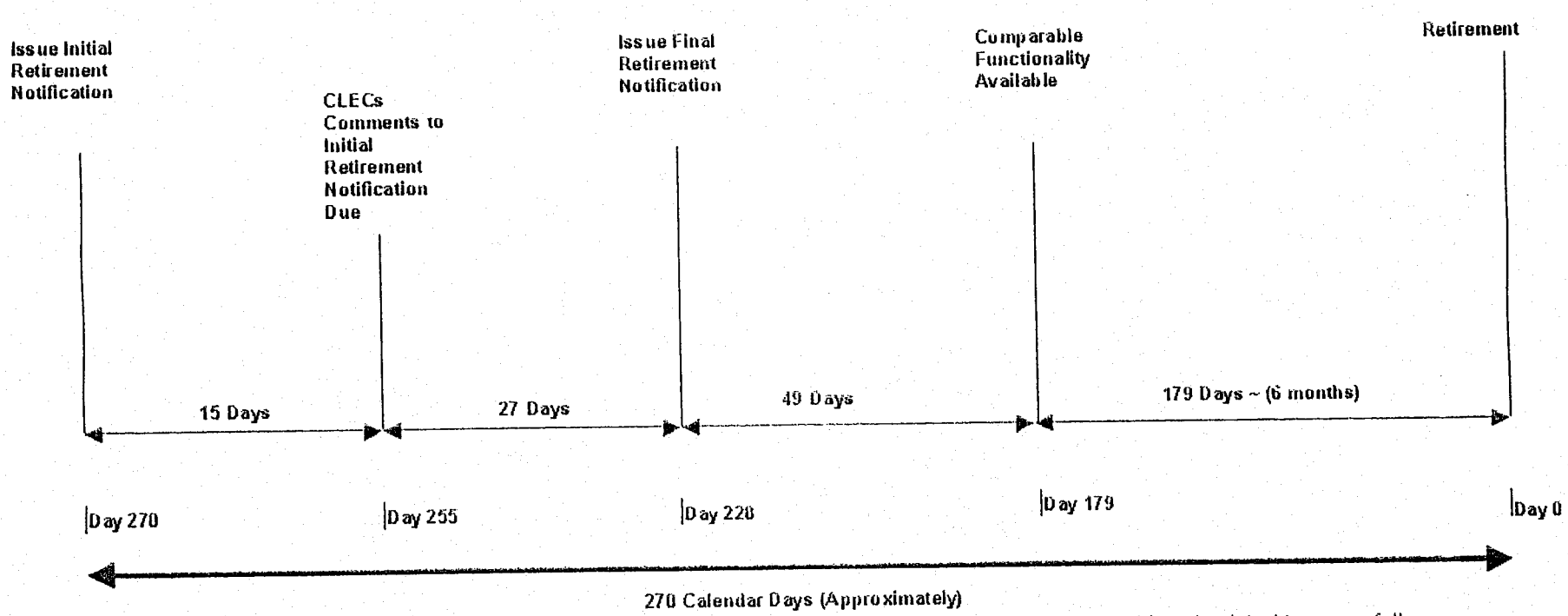
Figure 7: Retirement of an Existing Application-to-Application OSS Interface Timline

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.

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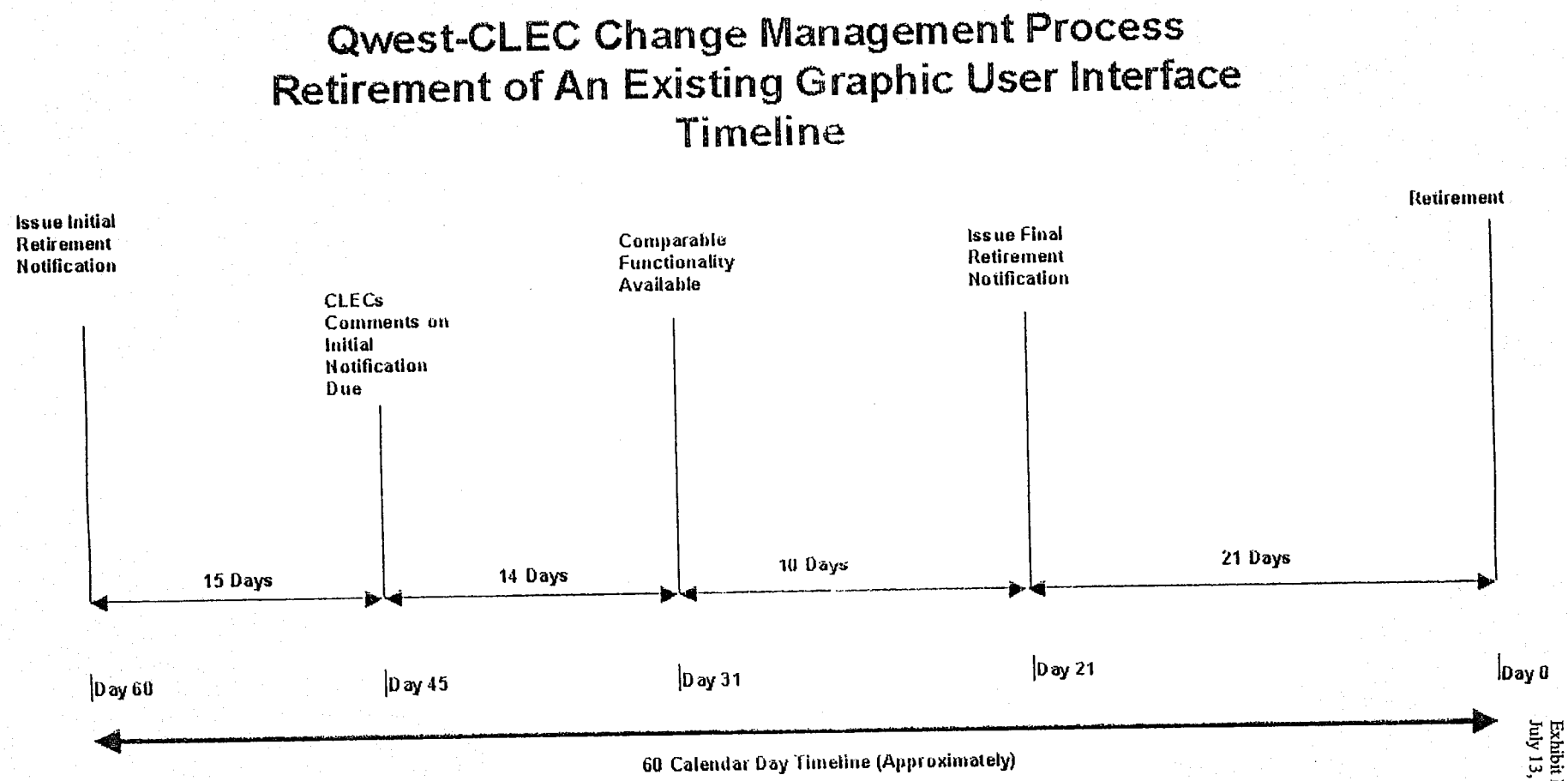
Figure 8: Retirement of an Existing Graphic User Interface Timeline



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.

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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.

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.

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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 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.

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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.

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.

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- 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 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.

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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"
- 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.

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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.

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

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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
- 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.

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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.

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

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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.

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

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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 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

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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 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.

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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 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

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- 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
- 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

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- 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
- 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

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- 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
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.	

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"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 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

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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 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.

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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.

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

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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 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
  - 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.

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- 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
- 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.

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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
- 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-

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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.

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

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- 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 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.

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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
- 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.

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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

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

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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.

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

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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
- *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"

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

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- 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
- 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

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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 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

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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 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	Shirt Size	Est LOE Min	Est LOE Max	CR Presenter	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
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

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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
	16	SCR013002-5	PIC Freeze Documentation	Qwest	IMA Common	Resale, UNE	Medium	751	3000

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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)**	Escheton	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
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."

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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 _____
  - ☐ ICDF Collocation _____
  - ☐ Other _____
- ☐ Enterprise Data Source _____
- ☐ Other _____
- ☐ Local Switching _____
- ☐ LNP _____
- ☐ Private Line _____
- ☐ Resale _____
- ☐ Switched Service _____
- ☐ UDIT _____
- ☐ Unbundled Loop _____
- ☐ UNE _____
  - ☐ Switching _____
  - ☐ Transport (Include EUDIT) _____
  - ☐ Loop _____
  - ☐ UNE-P _____
  - ☐ EEL (UNE-C) _____
  - ☐ Other _____
- ☐ Wireless _____
- ☐ LIS / Interconnect _____
  - ☐ EICT _____
  - ☐ Tandem Trans. / TST _____
  - ☐ DTT / Dedicated Transport _____
  - ☐ Tandem Switching _____

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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.

- ☐ 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.

Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional

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- 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.

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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: _____

Date Received: _____ *(Completed by Qwest CMP Manager)*

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRP:

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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: _____

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"

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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
- 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:	

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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 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

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Term	Definition
	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, 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

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Term	Definition
	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. 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

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Term	Definition
	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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ATTACHMENT B

Documented Facts

#	Fact	Documentation	
1	Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon	Answer, Page 9 ¶ 14 Lines 24-25	
2	McLeod submitted Escalation #39 PROS.09.12.05.F.03242. Expedites_ Escalations_V27.	Document 000118 McLeod stated: "2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Thus Qwest will begin charging $200 per circuit per day expedite fee instead of following the existing process of approving expedites based upon the Expedites Requiring Approval process. History of Item: McLeodUSA was not even aware this issue was on table for discussion. Reason for Escalation / Dispute: McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite. Business Need and Impact: Makes it almost impossible for McLeodUSA to expedite with such a high charge for just 2w/4w loop service. Desired CLEC Resolution: McLeodUSA wants 2w/4w loops to remain in the Expedites Requiring Approval process and thus incur no charges for an approved expedite." http://www.qwest.com/wholesale/downloads/2005/051028/Escalation_39_Mcleod_PROS_09_12_05_F_0342_Expedites_Escalations_V27.doc	
3	Eschelon joined McLeod's Eschelon #39 PROS.09.12.05.F.03242. Expedites_ Escalations_V27.	Document 000120: Qwest (Jill Martian) stated: "Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation."	

4	Qwest included CLEC escalation participants, including Eschelon, Covad, Velocity, AT&T, ELI, and VCI, in Qwest's response to Escalation #39 PROS.09.12.05.F.03242. Expedites_Escalations_V27.	Document 000120-121 Qwest Cynthia Harlan Email Dated November 7, 2005 10:45 AM To: lhankins@covad.com; Jim.hickle@velocitytelephone.com; Johnson, Bonnie J [Eschelon]; Van Meter, Sharon K NEO [AT&T]; lynn_kellas@eli.net; amandas@vcicompany.com Subject: Escalation Response posted to web "During the October 19 CMP meeting, the CLEC community request that Qwest update the Escalation process to inform the CLECs that chosen to participate in the Escalation that the Escalation Response has been posted to the Qwest web site. In the spirit of the conversation at the October CMP meeting, this email is to advise the participants of Escalation #39 that Qwest has posted the Escalation Responses at the following url: http://www.qwest.com/wholesale/cmp/escalations.html In addition, Qwest has submitted a CR to change the Escalation Process. This CR is on the agenda for the November CMP meeting Thank you, Cindy Harlan"	
5	Eschelon requested a CMP ad hoc call to discuss Qwest notice PROS.10.19.05.F.03380. ExpeditesEscalations V30	Document 000117 Eschelon (Kimberly Isaacs) email dated 10/21/05 Eschelon stated: "Eschelon is requesting an ad-hoc call with Qwest and the CLEC community to discuss notice PROS.10.19.05.F.03380.EpeditiesEscalationsV30."	
6	Qwest scheduled an ad hoc call to discuss Qwest notice PROS.10.19.05.F.03380. ExpeditesEscalations V30	Document 001668-001669 Qwest Notice: CMPR.10.25.05.F.03414.Ad_Hoc_Meeting_11-1-05 Subject: CMP- Ad Hoc Meeting Scheduled November 1, 2005 to discuss PROS.10.19.05.F.03380.ExpeditesEscalationsV30 http://www.qwest.com/wholesale/cnla/uploads/CMPR%2E10%2E25%2E05%2EF%2E03414%2EAd%5FHoc%5FMeeting%5F11%2D1%2D05%2Edoc	

7	Eschelon followed the CMP comment process and submitted comments on November 11, 2005 regarding Qwest's CMP notice PROS.10.19.05.F.03380.ExpeditesEscalationsV30	Documents 000124 - 000126 http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc	
8	Multiple CLECs submitted CMP comments regarding PROS.10.19.05.F.03380. Expedites EscalationsV30.	Document 000122-000128 http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc	
9	Three of five CLECs (including Eschelon) providing comments on notice PROS.10.19.05.F.03380. Expedites EscalationsV30; in CMP referred to discrimination and/or a competitive disadvantage.	Document 000122-000128 Eschelon stated: "The change Qwest is proposing is discriminatory to CLECs and their customers" McLeod stated: "Qwest's removal of the 2w/4w analog loop exception from the Expedites Requiring Approval process places CLECs at a competitive disadvantage" PriorityOne Telecommunications, Inc stated. "PriorityOne Telecommunications, Inc. objects to Qwest's proposed changes due to feeling that it is discriminatory to CLEC's and CLEC customers" http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc	
10	Integra said in its comments that "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	Document 000122-000128 http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc	

	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."		
11	Qwest provided a binding response in CMP by email on November 7, 2005 (dated November 4, 2005) to the McLeod escalation	Document 000129 Qwest stated: "This letter is Qwest's binding response to your Octobe 27, 2005 escalation regarding PROS.09.12.05.F.03242.Expedites_Escalations_V27, which changed the expedite process to include 2w/4w analog loops." http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation__39_McLeodUSA.doc	
12	In Qwest's binding response in CM binding response email on November 7, 2005 to the McLeod escalation, Qwest stated: "rates associated with an Interconnection Agreement are outside the scope of the CMP process."	Document 000129 http://www.qwest.com/wholesale/downloads/2005/051104/Qwest_Response_to_Escalation__39_McLeodUSA.doc	
13	Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated March 21, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department), cited the dispute resolution provisions of the Qwest-Eschelon ICA (Part A, §27).	Document 000130 Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated April 3, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department) stated: "If Eschelon and Qwest are unable to agree on a resolution, Eschelon reserves its right to as the Arizona Commission to arbitrate the dispute pursuant to Section 27.2 of Part A of the Arizona ICA:	

14	Eschelon challenged the expedite provision using the CMP dispute resolution process	Document 000120 Joint McLeod-Eschelon Escalation #39 Re. PROS.09.12.05.F.03242.Expedites_Escalations_V27 – Denied by Qwest 11/4/05: Qwest (Jill Martian) response: "Qwest does not formally post the escalation participants on the external web; however, we do show that Eschelon did join the escalation" Document 000124-000126 In Eschelon's comments on notice PROS.10.19.05.F.03380.Expedites EscalationsV30 submitted on November 11,2005, Eschelon stated: "Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.Expedites EscalationsV30." http://www.qwest.com/wholesale/downloads/2005/051118/PROS.1.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc	
15	The CMP notifications for Versions 11, 22, 27, and 30 of the Expedites and Escalations Overview PCAT were "process" notifications and none of these Versions were noticed as "system" changes.	Document Nos.000066, 000078, 000090, 000105 PROS.07.15.04.F.01882.FNL_ReissueExpeditesV11 http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc PROS.06.01.05.F.02971.Final_Expedites_Escal_V22 http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E01%2E05%2EF%2E02971%2EFinal%5FExpedites%5FEscal%5FV22%2Edoc PROS.09.12.05.F.03242.Expedites_Escalations_V27 http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E12%2E05%2EF%2E03242%2EExpedites%5FEscalations%5FV27%2Edoc PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30 http://www.qwest.com/wholesale/cnla/uploads/PROS%2E11%2E18%2E05%2EF%2E03492%2EFNL%5FExp%2DEscalationsV30%2Edoc	

16	For product and process changes in CMP, while votes may be taken as to certain CMP procedural issues in the course of considering the change, no vote is taken in CMP as to whether a particular product or process change requested by a CLEC or Qwest should be granted or denied.	Document Nos. 000159-000287 The CLEC Originated Product/Process Change Request Process states: "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. **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. http://www.qwest.com/wholesale/downloads/2006/060130/_Toc22021536	
17	Eschelon told Qwest in writing that it will pay charges for expedites pursuant to the ICA without amendment, including hourly and dispatch charges, in addition for the installation charge for the order requesting the expedite.	Document 000137-000139 Eschelon (Danny de Hoyos, Vice President, Customer Service and Product Delivery), in a letter dated April 3, 2006 to Qwest (Kenneth Beck, Regional Vice President; Director – Interconnection Compliance; General Counsel, Law Department), indicated in the subject line that the letter was regarding: "Escalation and Request for Dispute Resolution pursuant to the Interconnection Agreements; LSR #17114755 (#D49232945); LSR #17192206 (#N49828418; PON #AZ657718T1FAC); ASR #0607700072 (#C50456587; PON # AZ657718T1FAC) stated: "Eschelon said it was willing to pay maintenance and repair charges pursuant to the interconnection agreements (including those approved by the state commissions, which Qwest already routinely charges Eschelon for other types of repairs) to re-establish service."	

18	When an unbundled loop is installed and then an expedited order is needed several months later (*e.g.*, to correct a later disconnect in error of that loop) Qwest charges the Commission approved non-recurring charge (NRC) for the later installation of the unbundled loop (*e.g.*, $87.93 for DS1 capable loop without testing in Arizona) to restore service (*e.g.*, to correct the later disconnect in error of that loop), even if the facilities remain in place and no premise dispatch is required.	Document 001674-001675 Qwest expedite amendment, Exhibit A ($200 per day expedited rate) & Qwest SGAT, Exhibit A, Section 9.2.5.1.1 ($87.93 rate & footnote A. In Footnote A of Exhibit A to the SGAT, Qwest recognizes that the rate is Commission approved.	
19	Qwest charges the rate in its expedite amendment (*e.g.*, $200 per day expedited, which is $1,000 for a 5-day expedite) if the CLEC has signed the expedite amendment.	The Qwest Expedites for Design Services Exhibit A states: "Expedite for Design Services - Per Order Per Day Event – Non-Recurring $200.00 http://www.qwest.com/wholesale/downloads/2005/050707/QPP-Expedite-for-Design-Services-Exhibit-A-6-29-05.xls	
20	The Arizona Corporation Commission authorized Eschelon to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Arizona.	Document 000373	
21	A mutually agreed upon process for expedites requiring approval was in place, including for unbundled loops, before Qwest documented it on its website through CMP Qwest issued an expedites and escalations product notification (Version 1) when documenting the process on its	Document 000022-000025 Qwest Notice: PROD.09.20.01.F.00087.F.BFR SR. POA LOA. Expedites stated: "The new Expedite and Escalation Overview will be posted to the Wholesale Markets Web page at the following URL: http://www.qwest.com/wholesale/clecs/exescover.html.	

	website in which Qwest said that "these updates reflect current practice."	All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL http://www.qwest.com/about/policy/sgats/" http://www.qwest.com/wholesale/cnla/uploads/PROD%2E09%2E20%2E01%2EF%2E00087%2EF%2EBFRSR%2Edoc	
22	May 12, 2004, Qwest told CLECs that: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used."	Document 000006 http://www.qwest.com/wholesale/cmp/archive/CR_PC021904-1.htm	
23	July 15, 2004, Qwest told CLECs that: "If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, so is offering those customers two options: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT, they are given the same opportunity at having the due date requested. This comment is accepted."	Document 000006 http://www.qwest.com/wholesale/downloads/2004/040715/DNLD_QwestResponse_Exp_Escl_V11.doc).	

24	June 29, 2004, Qwest told CLECs that: "Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval."	Document 000006 – 000007 Qwest sent PROS.06.15.04.F.01792.ExpeditesV11 for review and comments. http://www.qwest.com/wholesale/cnla/uploads/PROS%2E06%2E15%2E04%2EF%2E01792%2EExpeditesV11%2Edoc	
25	After Qwest issued Version 30 of the Expedites and Escalations Overview PCAT, the Expedites Requiring Approval process remained in place at Qwest, but Qwest removed certain products (including unbundled loops) from the list of products to which Qwest said the Expedites Requiring Approval process applied.	Document. 000107-000115 The Qwest Expedites and Escalations Overview V30.0 stated: "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." http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscl_V30.doc	
26	Qwest describes its expedites and escalations "local business procedures" in the Qwest "Expedites and Escalations Overview – V40.0," which is available on the web	Document 001645 - 001654 http://www.qwest.com/wholesale/clecs/exescover.html;	
27	Requesting an expedite "follows one of two processes"	Document 001645 The Qwest Expedites and Escalations Overview – V40.0 states: "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." http://www.qwest.com/wholesale/clecs/exescover.html;	
28	One of the processes for requesting an expedite is the Expedites Requiring Approval" process and the Expedites Requiring Approval process still exists	Document 001645 The Qwest Expedites and Escalations Overview – V40.0 states: "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." http://www.qwest.com/wholesale/clecs/exescover.html;	
29	Expedite charges are not applicable with the Expedites Requiring Approval process."	Document 001645 The Qwest Expedites and Escalations Overview – V40.0 states: "Expedite charges are not applicable with the Expedites Requiring Approval process" http://www.qwest.com/wholesale/clecs/exescover.html;	
30	Following is a list of conditions where an expedite is granted" under the "Expedites Requiring Approval" process: "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	Document. 001646 http://www.qwest.com/wholesale/clecs/exescover.html;	

	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"		
31	In Qwest Expedites Requiring Approval process there are two options to request an expedite on a Local Service Request (LSR)	Document 001646 The Qwest Expedites and Escalations Overview – V40.0 states: 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. http://www.qwest.com/wholesale/clecs/exescover.html;	
32	The Qwest Call Center and its telephone number of 1-866-434-2555 used to request an expedite under the Qwest Expedites Requiring Approval process is the same Qwest Call Center and telephone number that is used generally for other LSR Tier 1 escalations; (b) the next escalation level is Tier 2; and (c) the next escalation level is Tier 3, which is the Qwest Service Manager assigned to that CLEC's account.	Document. 001646 & 001653-001654 The Qwest Expedites and Escalations Overview – V40.0 states: Expedites and Escalations • Local Service Requests (LSRs) **Wholesale Center** 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 Tier 3 Appropriate Qwest Service Manager Respond to issues not resolved at Tier 2 Service Manager	

Qwest
Spirit of Service™

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 - B
July 13, 2006

Announcement Date:	**October 25, 2005**
Effective Date:	**October 25, 2005**
Document Number:	**CMPR.10.25.05.F.03414.Ad_Hoc_Meeting_11-1-05**
Notification Category:	**Change Management Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP- Ad Hoc Meeting Scheduled November 1, 2005 to discuss PROS.10.19.05.F.03380.ExpeditesEscalationsV30**

Pursuant to Section 3.0 of the Qwest Wholesale Change Management Process Document, http://www.qwest.com/wholesale/cmp/whatiscmp.html, the purpose of this notification is to alert the CMP community that Qwest will hold an ad hoc meeting to address the following issue.

Eschelon has requested that Qwest discuss the differences between the existing process and the proposed change as noticed on PROS.19.05.F.03380.ExpeditesEscalations V30.

This meeting was previously scheduled for Friday, October 28, 2005. It has now been rescheduled Tuesday, November 1, 2005. See below.

Logistics for the Ad Hoc meeting:

- **Date**: Tuesday, November 1, 2005
- **Time**: 8:00 – 9:00 a.m. MT
- **Conference Bridge Information**: Number: 1-877-552-8688, Passcode: 7146042#

Primary contact information: Cindy Harlan at Cynthia.harlan@qwest.com 303-382-5765

Sincerely

Qwest Corporation

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.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

Arizona Corporation Commission
Docket No. T-0105B-06-0257
Docket No. T-03406A-06-0257
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Exhibit BJJ - B
July 13, 2006

Expedites for Design Services Amendment to the Master Services Agreement between Qwest Corporation and _____

This is an Amendment ("Amendment") for Expedites for Design Services to the Master Services Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and _____ _____ ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into a Master Services Agreement which includes a Service Exhibit providing access to Qwest Platform Plus™ products (QPP™ - MSA) ("Agreement") for service in the state(s) of_____.

WHEREAS, CLEC wishes to purchase Expedites for Design Services in the following states:

AZ _____
CO_____
ID_____
IA_____
MN_____
MT_____
NE_____
NM_____
ND_____
OR_____
SD_____
UT_____
WA_____
WY_____

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon execution, upon the following conditions. CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.
The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the

provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

_____

_____
Signature

_____
Name Printed/Typed

_____
Title

_____
Date

Qwest Corporation

_____
Signature

L. T. Christensen
Name Printed/Typed

Director
Title

_____
Date

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 - B
July 13, 2006

ATTACHMENT 1

1.0 Expedites for Design Services

1.1 Description

1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

1.2 Terms and Conditions

1.2.1 When Qwest receives an 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.

1.2.2 If the request does not meet the criteria for the Pre-Approved Expedite process, the LSR will be processed under the guidelines for Expedites Requiring Approval as described in the PCAT.

1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

1.3 Rate Elements

1.3.1 The expedite charge Identified in Exhibit A applies per order for every day that the due date interval is shortened, based on the standard interval in the SIG, ICA, or ICB criteria.

1.4 Ordering Process

1.4.1 CLEC will request an expedite on a Local Service Request (LSR).

1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

Exhibit A

					Recurring	Non-Recurring
1.0		Expedite for Design Services	Per order, per day event			$200.00

Arizona*

			Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
	9.2.3.5	OC-n Capable Loop			See 9.2.7			
		9.2.3.5.1 OC - 3	$834.95			5		
		9.2.3.5.2 OC - 12	$1,268.67			5		
		9.2.3.5.3 OC - 48	$3,305.99			5		
	9.2.3.6	2-Wire Extension Technology	$4.06			A		
	9.2.3.7	2-Wire Extension Technology - Unbundled Loop Grooming	$0.37			5		
9.2.4		Loop Installation Charges for 2 and 4 wire analog, 2 and 4 wire non-loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required. (Note: If conditioning is required, additional conditioning charges may apply as specified in Section 9.2.2.5 above).	See 9.2.1, 9.2.2, & 9.2.3.1					
	9.2.4.1	Basic Installation						
		9.2.4.1.1 First			$53.86			A
		9.2.4.1.2 Each Additional			$46.40			A
	9.2.4.2	Basic Installation with Performance Testing						
		9.2.4.2.1 First			$117.30			A
		9.2.4.2.2 Each Additional			$84.16			A
	9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
		9.2.4.3.1 First			$141.67			A
		9.2.4.3.2 Each Additional			$84.16			A
	9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
		9.2.4.4.1 First			$58.18			A
		9.2.4.4.2 Each Additional			$50.73			A
	9.2.4.5	Basic Installation with Cooperative Testing						
		9.2.4.5.1 First			$117.30			A
		9.2.4.5.2 Each Additional			$84.16			A
9.2.5		DS1 Loop Installation Charges	See 9.2.3.3					
	9.2.5.1	Basic Installation						
		9.2.5.1.1 First			$87.93			A
		9.2.5.1.2 Each Additional			$67.58			A
	9.2.5.2	Basic Installation with Performance Testing						
		9.2.5.2.1 First			$169.69			A
		9.2.5.2.2 Each Additional			$124.27			A
	9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
		9.2.5.3.1 First			$194.07			A
		9.2.5.3.2 Each Additional			$124.27			A
	9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
		9.2.5.4.1 First			$93.49			A
		9.2.5.4.2 Each Additional			$73.14			A
	9.2.5.5	Basic Installation with Cooperative Testing						
		9.2.5.5.1 First Loop			$169.69			A
		9.2.5.5.2 Each Additional			$124.27			A
9.2.6		DS3 Loop Installation Charges	See 9.2.3.4					
	9.2.6.1	Basic Installation						
		9.2.6.1.1 First			$87.93			A
		9.2.6.1.2 Each Additional			$67.58			A
	9.2.6.2	Basic Installation with Performance Testing						
		9.2.6.2.1 First			$169.69			A
		9.2.6.2.2 Each Additional			$124.27			A
	9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
		9.2.6.3.1 First			$194.07			A
		9.2.6.3.2 Each Additional			$124.27			A
	9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
		9.2.6.4.1 First			$93.49			A
		9.2.6.4.2 Each Additional			$73.14			A
	9.2.6.5	Basic Installation With Cooperative Testing						
		9.2.6.5.1 First			$169.69			A
		9.2.6.5.2 Each Additional			$124.27			A
9.2.7		OC - 3, 12, 48 Loop Installation Charges	See 9.2.3.5					
	9.2.7.1	Basic Installation						
		9.2.7.1.1 First			$87.93			A

Exhibit A
Arizona*

	Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
10.5.2 Reload of Database, per Listing	$0.02			2, 5		
10.5.3 Daily Updates, per Listing	$0.025			2, 5		
10.5.4 One-time Set-Up Fee, per Hour			$82.22			2, 5
10.5.5 Media Charges for File Delivery						
10.5.5.1 Electronic Transmission	$0.00			2, 5		
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	$30.00			2, 5		
10.5.5.3 Shipping Charges (for tape delivery)			ICB			5
10.6 Toll and Assistance Operator Services, Facility Based Providers,						
10.6.1 Option A – Per Message						
10.6.1.1 Operator Handled Calling Card	$1.45			2, 5		
10.6.1.2 Machine Handled Calling Card	$0.60			2, 5		
10.6.1.3 Station Call	$1.50			2, 5		
10.6.1.4 Person Call	$3.50			2, 5		
10.6.1.5 Connect to Directory Assistance	$0.75			2, 5		
10.6.1.6 Busy Line Verify, per Call	$0.72			2, 5		
10.6.1.7 Busy Line Interrupt	$0.87			2, 5		
10.6.1.8 Operator Assistance, per Call	$0.87			2, 5		
10.6.2 Option B – Per Operator Work Second and Computer Handled Calls						
10.6.2.1 Operator Handled, per Operator Work Second	$0.181			2, 5		
10.6.2.2 Machine Handled, per Call	$0.25			2, 5		
10.6.2.3 Call Branding, Set-Up & Recording			$10,500.00			2, 5
10.6.2.4 Loading Brand/Per Switch			$175.00			2, 5
10.7 Access to Poles, Ducts, Conduits and Rights of Way						
10.7.1 Pole Inquiry Fee, per Mile			$317.28			2, 5
10.7.2 Innerduct Inquiry Fee, per Mile			$381.38			2, 5
10.7.3 ROW Inquiry Fee			$140.95			2, 5
10.7.4 ROW Document Preparation Fee			$140.95			2, 5
10.7.5 Field Verification Fee, per Pole			$35.24			2, 5
10.7.6 Field Verification Fee, per Manhole			$140.95			2, 5
10.7.7 Planner Verification, per Manhole			$15.72			2, 5
10.7.8 Manhole Verification Inspector per Manhole			$281.90			2, 5
10.7.9 Manhole Make-Ready Inspector, per Manhole			$422.85			2, 5
10.7.10 Intentionally Left Blank						
10.7.11 Pole Attachment Fee, per Foot, per Year						
10.7.11.1 Urban						
10.7.11.1.1 2004	$3.23			4		
10.7.11.1.2 2005	$3.47			4		
10.7.11.2 Non-Urban						
10.7.11.2.1 2004	$4.64			4		
10.7.11.2.2 2005	$5.23			4		
10.7.12 Innerduct Occupancy Fee, per Foot, per Year	$0.36			4		
10.7.13 Access Agreement Consideration			$10.00			2
10.7.14 Make Ready			ICB			5
12.0 Operational Support Systems						
12.1 Development and Enhancements, per Order			Under Development			
12.2 Ongoing Maintenance, per Order			Under Development			
12.3 Daily Usage Record File, per Record	No Charge at this time			5, 12		
12.4 Trouble Isolation Charge			See Section 9.20			
17.0 Bona Fide Request Process						
17.1 Processing Fee			$2,367.93			A

NOTES:

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02
B: Cost Docket T-00000A-00-0194 Phase IIA Order No. 65451 Effective 12/12/02
C: Cost Docket T-00000A-00-0194 Phases II & IIa Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03

[1] Rate not addressed in Cost Docket (estimated TELRIC).
[2] Market-based rates
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond -what are reflected here.
[6] When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.

[7] Qwest is reinstating the Cable Unloading /Bridge Tap Removal Charge effective 3/14/05. Qwest can't bill the current rate structure, but will bill customers the lowest rate.

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BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission
DOCKETED
JUL 25 2000
DOCKETED BY RT

CARL J. KUNASEK
CHAIRMAN
JIM IRVIN
COMMISSIONER
WILLIAM A. MUNDELL
COMMISSIONER

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 - B
July 13, 2006

IN THE MATTER OF THE APPLICATION OF ESCHELON TELECOM OF ARIZONA, INC. FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY TO PROVIDE FACILITIES-BASED AND RESOLD INTRASTATE TELECOMMUNICATIONS SERVICES AND PETITION FOR COMPETITIVE CLASSIFICATION OF PROPOSED SERVICES	DOCKET NO. T-03406A-99-0742 DECISION NO. 62751 **OPINION AND ORDER**

DATE OF HEARING: June 28, 2000

PLACE OF HEARING: Phoenix, Arizona

ADMINISTRATIVE LAW JUDGE: Mr. Stephen Gibelli

APPEARANCES: Michael T. Hallam, LEWIS AND ROCA LLP, on behalf of Eschelon Network, Inc. d/b/a Eschelon;

Theresa Dwyer, FENNEMORE CRAIG, P.C., on behalf of U S WEST, and,

Robert Metli, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

BY THE COMMISSION:

Having considered the entire record herein and being fully advised in the premises, the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

FINDINGS OF FACT

1. Eschelon Telecom of Arizona, Inc., formerly known as Advanced Telecommunications, Inc. ("Applicant" or "Eschelon") is a Delaware corporation, authorized to do business in Arizona since 1999.

2. On December 23, 1999, Applicant submitted to Docket Control of the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive facilities-based and resold local exchange and interexchange telecommunications services statewide.

Arizona Corporation Commission
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July 13, 2006

local exchange companies provide 2-PIC equal access;

(k) That Eschelon be required to certify that all notification requirements have been completed prior to a final determination in this proceeding,

(l) That Eschelon be required to notify the Commission immediately upon any changes to Eschelon's address or telephone number; and,

(m) That Eschelon be required to abide by all Commission rules and regulations.

19. At the hearing, Eschelon agreed to abide by all of Staff's recommendations.

20. On June 22, 2000, U S WEST filed comments requesting that Eschelon's Certificate be geographically limited to the areas that it can serve and intends to serve in the near future; that the Commission should specify that Eschelon is a public service corporation and it is required to operate as a carrier of last resort; and that Eschelon should be subject to fair rate of return and rate base requirements.

CONCLUSIONS OF LAW

1. Applicant is a public service corporation within the meaning of Article XV of the Arizona Constitution and A.R.S. §§ 40-281 and 40-282.

2. The Commission has jurisdiction over Applicant and the subject matter of the application.

3. Notice of the application was given in accordance with the law.

4. A.R.S. § 40-282 allows a telecommunications company to file an application for a Certificate to provide competitive telecommunications services.

5. Pursuant to Article XV of the Arizona Constitution as well as the Arizona Revised Statutes, it is in the public interest for Applicant to provide the telecommunications services set forth in its application.

6. With the conditions stated below, Eschelon is a fit and proper entity to receive a Certificate authorizing it to provide competitive facilities-based and resold local exchange and interexchange telecommunications services in Arizona.

7. The telecommunications services that the Applicant intends to provide are competitive within Arizona.

T-03406A-06-0257/
T-01051B-06-0257
ESCH 01-P002
ATTACHMENT: B

Language #1

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 - B
July 13, 2006

Amendment No. 2
Expedites for Design Services Amendment to the Interconnection Agreement between Qwest Corporation and AT&T Communications of the Mountain States, Inc. for the State of Arizona

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Communications of the Mountain States, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Expedites for Design Services as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach

of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

AT&T Communications of the Mountain States, Inc.	**Qwest Corporation**
_____	_____
Signature	Signature
_____	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
_____	Director – Interconnection Agreements
Title	Title
_____	_____
Date	Date

Arizona Corporation Commission
Docket No. T-0105B-06-0257
Docket No. T-03406A-06-0257
Eschelon Telecom of Arizona, Inc.
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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
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ATTACHMENT 1

1.0 Expedites for Design Services

1.1 Description

1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG) or CLEC's Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

1.2 Terms and Conditions

1.2.1 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 CLEC. 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 CLEC's service order.

1.2.2 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 in the PCAT.

1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

1.3 Rate Elements

1.3.1 The expedite charge identified in Exhibit A applies per order for every day that the due date interval is shortened, based on the standard interval in the SIG, ICA, or ICB criteria.

1.4 Ordering Process

1.4.1 CLEC will request an expedite on a Local Service Request (LSR) or Access Service Request (ASR).

1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

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Exhibit A

Exhibit A

							Recurring	Non-Recurring
1.0		Expedite for Design Services	Per order, per day event					$200.00

Language #2

ARIZONA
T-03406A-06-0257/
T-01051B-06-0257
ESCH 01-0002
ATTACHMENT: C

Expedite Requests Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Mountain Telecommunications, Inc.
for the State of Arizona

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Mountain Telecommunications, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the ("Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement for services in the state of Arizona, that was approved by the Arizona Corporation Commission ("Commission") on August 27, 1999, as referenced in Docket Nos. T-01051B-99-0346, T-03432A-99-0346, Decision No. 61901 ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Expedite Requests as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Language #2

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Mountain Telecommunications, Inc.	**Qwest Corporation**
_____	_____
Signature	Signature
_____	L. T. Christensen
Name Printed/Typed	Name Printed/Typed
_____	Director – Interconnection Agreements
Title	Title
_____	_____
Date	Date

ATTACHMENT 1

EXPEDITE REQUESTS

Definitions

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, expedite charges, and charges for additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A, except that Miscellaneous Charges for resale services are provided in the applicable tariff, catalog, or price list.

Expedite Requests for LIS Trunk Orders

7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.

Expedite Requests for Designed Unbundled Network Elements

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

Exhibit A
Arizona*

Amendment							
		Recurring	Recurring, per Mile	Non-Recurring	TRO	REC/NRC Mile	NRC
7.8	**Miscellaneous Charges**						
7.8.1	Expedite Charge (LIS Trunks)			Qwest's Arizona Switched Access Tariff			
9.20	**Miscellaneous Charges**						
9.20.14	Expedite Charge						
9.20.14.1	Designed Services, per Day			$200.00			2
9.20.15	Cancellation Charge			ICB			5

NOTES:

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

[2] Market-based rates

[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.

Q000011

Language from Qwest Template Agreement

ARIZONA
T-03406A-06-0257/
T-01051B-06-0257
ESCH 01- P002
ATTACHMENT: D

9.1.12 Miscellaneous Charges are defined in the Definitions Section. Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges or expedite charges. Rates for Miscellaneous Charges are contained in Exhibit A. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges identified in Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.15 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates.

9.1.15.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

9.1.15.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.

Rates –

See 9.20.14.1

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Exhibit A
Arizona*

		Recurring	Recurring, per Mile	Non-Recurring			
9.20	**Miscellaneous Charges**						
9.20.1	Additional Engineering, per Half Hour or fraction thereof						
9.20.1.1	Additional Engineering - Basic			$31.28			A
9.20.1.2	Additional Engineering - Overtime			$38.68			A
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof						
9.20.2.1	Additional Labor Installation - Overtime			$8.89			A
9.20.2.2	Additional Labor Installation - Premium			$17.78			A
9.20.3	Additional Labor Other, per Half Hour or fraction thereof						
9.20.3.1	Additional Labor Other - (Optional Testing) Basic			$27.26			A
9.20.3.2	Additional Labor Other - (Optional Testing) Overtime			$36.41			A
9.20.3.3	Additional Labor Other - (Optional Testing) Premium			$45.57			A
9.20.4	Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1	Testing and Maintenance - Basic			$28.96			A
9.20.4.2	Testing and Maintenance - Overtime			$38.68			A
9.20.4.3	Testing and Maintenance - Premium			$48.40			A
9.20.5	Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1	Maintenance of Service - Basic			$27.26			A
9.20.5.2	Maintenance of Service - Overtime			$36.41			A
9.20.5.3	Maintenance of Service - Premium			$45.57			A
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1	Additional Cooperative Acceptance Testing - Basic			$28.96			A
9.20.6.2	Additional Cooperative Acceptance Testing - Overtime			$38.68			A
9.20.6.3	Additional Cooperative Acceptance Testing - Premium			$48.40			A
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1	Nonscheduled Cooperative Testing - Basic			$28.96			A
9.20.7.2	Nonscheduled Cooperative Testing - Overtime			$38.68			A
9.20.7.3	Nonscheduled Cooperative Testing - Premium			$48.40			A
9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1	Nonscheduled Manual Testing - Basic			$28.96			A
9.20.8.2	Nonscheduled Manual Testing - Overtime			$38.68			A
9.20.8.3	Nonscheduled Manual Testing - Premium			$48.40			A
9.20.9	Cooperative Scheduled Testing						
9.20.9.1	Cooperative Scheduled Testing - Loss			$0.08			A
9.20.9.2	Cooperative Scheduled Testing - C-Message Noise			$0.08			A
9.20.9.3	Cooperative Scheduled Testing - Balance			$0.33			A
9.20.9.4	Cooperative Scheduled Testing - Gain Slope			$0.08			A
9.20.9.5	Cooperative Scheduled Testing - C-Notched Noise			$0.08			A
9.20.10	Manual Scheduled Testing						
9.20.10.1	Manual Scheduled Testing - Loss			$0.16			A
9.20.10.2	Manual Scheduled Testing - C-Message Noise			$0.16			A
9.20.10.3	Manual Scheduled Testing - Balance			$0.65			A
9.20.10.4	Manual Scheduled Testing - Gain Slope			$0.16			A
9.20.10.5	Manual Scheduled Testing - C-Notched Noise			$0.16			A
9.20.11	Additional Dispatch			$83.10			A
9.20.12	Date Change			$10.22			A
9.20.13	Design Change			$72.79			A
9.20.14	Expedite Charge						
9.20.14.1	Designed Services, per Day			$200.00			2
9.20.15	Cancellation Charge			ICB			5

Q000013

ATTACHMENT C

Examples of Qwest Disconnects In Error

	STATE	Date	Qwest Escalation Ticket Number or Qwest Repair Ticket Number	Reason Qwest Disconnected Eschelon's customer in Error
1	AZ	2-6-04	25363502	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
2	AZ	7-1-04	25512332	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
3	AZ	11-17-04	25631154	Qwest completed disconnect activity associated with Eschelon's move request prior to the confirmed due date.
4	AZ	9-21-04	25582589	Qwest disconnected customer's lines in error while processing an Eschelon change request.
5	CO	4-22-05	25725153	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
6	CO	9-28-04	25588407	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
7	CO	12-7-04	3039321153	Qwest completed disconnect activity associated with Eschelon's move request prior to the confirmed due date.
8	CO	5-5-05	25732828	Qwest neglected to port telephone lines on the confirmed due date.
9	MN	11-23-04	25635546	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
10	MN	8-13-04	25550226	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
11	MN	1-11-06	25872266	Qwest neglected to completely cancel a disconnect order as requested by Eschelon.
12	MN	3-7-06	25898017	Qwest neglected to completely cancel a disconnect order as requested by Eschelon.
13	MN	8-31-04	25565163	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
14	OR	10-27-05	25837341	Qwest pulled jumper in the central office.
15	OR	11-5-04	25621547	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.

16	OR	11-19-04	25631526	Qwest completed disconnect activity associated with Eschelon's move request prior to the confirmed due date
17	OR	6-25-04	25506955	Qwest disconnected customer's lines in error while processing an Eschelon change request.
18	UT	8-16-04	25551721	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date.
19	UT	8-30-05	25804848	Qwest completed disconnect activity associated with Eschelon's conversion request prior to the confirmed due date
20	WA	10-31-05	25838375	Qwest completed disconnect activity associated with Eschelon's conversion request prior to confirmed due date.
21	WA	5-10-05	25734888	Qwest completed disconnect activity associated with Eschelon's conversion request prior to confirmed due date.

ATTACHMENT D

Examples of Expedite Requests Approved by Qwest for Unbundled Loop Orders

STATE	PON	LSR ID	Product	Reason Expedite Requested	Qwest Escalation Ticket Number	Date Completed
AZ	AZ418942CJH	11322965	Analog Unbundled Loop	Customer requested	25531379	7-26-04
AZ	AZ409134CJH	10933986	Analog Unbundled Loop	Grand Opening	25494268	6-22-04
AZ	None	None	Analog Unbundled Loop	Qwest disconnect in error	25363502	2-6-04
AZ	CAZ5016941TIH	14503578	Analog Unbundled Loop	Eschelon disconnect in error	25734876	5-11-05
AZ	AZ467137RAK	13049496	Analog Unbundled Loop	Eschelon disconnect in error	25663253	1-10-05
AZ	AZ505525JW	14591180	Analog Unbundled Loop	Customer has no service at new location	25742521	5-26-05
CO	CO397124T1FAC	10442493	DS1 Capable Loop	Customer requested expedited contract expired with current carrier	25456944	5-10-04
CO	CO403624CJH	10700495	Analog Unbundled Loop	Customer request	25480492	6-1-04
CO	CO419695T1FAC	12028645	EEL	Qwest held order ready for service date did not meet customer's requirements	25597104	10-11-04
CO	None	None	Analog Unbundled Loop	Qwest disconnect in error	25725153	4-2-05
CO	CO588026T1FAC	16091068	DS1 Capable Loop	Fire	25841849	11-11-05
CO	CO618778T1FAC	16752083	EEL	Qwest held order ready for service date did not meet customer's requirements	25882224	2-6-06

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MN	MN510386T1FAC	14872800	DS1 Capable Loop	Qwest held order ready for service date did not meet customer's requirements	25759318	7-6-05
MN	MN452697T1FAC	12425697	DS1 Capable Loop	Qwest held order ready for service date did not meet customer's requirements	25638663	12-2-04
MN	MN432908T1FAC-1	11830617	EEL	Qwest held order ready for service date did not meet customer's requirements	25586372	9-28-04
MN	MN410581LMM	10996838	Analog Unbundled Loop	Customer requested	25504311	6-28-04
MN	MN573604MVPSD	15781085	Analog Unbundled Loop	Customer will have no service at new location	25826564	10-13-05
MN	None	None	Analog Unbundled Loop	Qwest disconnect in error	25635546	11-23-04
OR	OR403180IBC	10688799	Analog Unbundled Loop	Customer requested	25480006	5-28-04
OR	OR403371IBC	10694012	Analog Unbundled Loop	Customer requested	25479983	5-28-04
OR	None	None	Analog Unbundled Loop	Qwest disconnect in error	25621547	11-5-04
UT	DUT242039-1RML	8424781	Analog Unbundled Loop	Eschelon disconnect in error	25258869	10-20-03
UT	UT406506CJH	10823362	Analog Unbundled Loop	Grand Opening	25491265	6-14-04
UT	UT404171CJH	10727233	Analog Unbundled Loop	Customer will have no service at new location	25482524	6-4-04
UT	UT406378CJH	10820860	Analog Unbundled Loop	Grand Opening	25490996	6-16-04
UT	None	None	Analog Unbundled Loop	Qwest disconnect in error	25804848	8-30-05
WA	WA303487RML	8412382	Analog Unbundled Loop	Eschelon disconnect in error	25258476	10-21-03
WA	WA419298CJH	11336326	Analog Unbundled Loop	Customer will have no service at new location	25532556	7-27-04

WA	WA405774CJH	10798940	Analog Unbundled Loop	Customer will have no service at new location	25488662	6-10-04
WA	WA5045671MLS	10755567	Analog Unbundled Loop	Eschelon disconnect in error	25485579	6-3-04
WA	WA409481T1FAC-1	11223088	DS1 Capable Loop	Customer will have no service at new location	25526529	7-23-04
WA	WA573785MVMJW	16094411	Analog Unbundled Loop	T1 Circuit Qwest installed was not working expedited temporary analog service	25855519	12-8-05
WA	None	None	Analog Unbundled Loop	Qwest disconnect in error	25838375	10-31-05

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ATTACHMENT E

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Open Product/Process CR PC021904-1 Detail

Title: Enhancement to existing Expedite Process for Provisioning

CR Number	Current Status Date	Level of Effort	Interface/ Release No.	Area Impacted	I
PC021904-1	Completed 7/20/2005	-	/	pre order, order, provisioning	l (l s l

Originator: Berard, John

Originator Company Name: Covad

Owner: Martain, Jill

Director: Bliss, Susan

CR PM: Harlan, Cindy

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 fc 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 meetin 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 databas

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 databa

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 int effect on 6/16/05. Jill asked if it was ok to close this CR. Liz Balvin advise the CR could be closed. This CR will move to Completed Status.

June CMP Meeting Minutes: Jill Martain – Qwest advised that this process effective June 16 and we would like to move this CR to CLEC Test on Jun 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 clo 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 directe to our Business Services. Jill stated that in our ad hoc calls with the CLEC we did talk about the critical impact to Business customers. Jill recapped the criteria for use of the new Expedite reasons: National Security Busine Services unable to dial 911 due to previous order activity Business Servic 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 1 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 included. Liz also confirmed that this does not affect the Expedite proces 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. Bonn 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 a 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 Expedi reasons.]

February CMP Meeting Minutes: Jill Martain - Qwest advised we are still waiting for final internal approval. Qwest is hoping to have final status ne month. This CR will remain in Development Status.

January CMP Meeting Minutes Cindy Harlan/Qwest advised that an ad ho meeting was held on January 6th. Qwest proposed adding the following a valid Expedite reasons: if access to 911 is not available, if the order is fo

National Security, and for certain Features in specific situations. The CLE were receptive to these changes. Qwest has started the process to get fi 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 Va 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 discuss potentially having Features be considered as a valid expedite reason under certain circumstances. Qwest would like to discuss what th 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 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 resourc would be needed to support this. Bonnie said Eschelon's Expedite manag 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 numt 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 oth 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 abusir 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 reque 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 happe 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 payme 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. Qwe 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 v 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 som 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 determine if there are any changes that can be made to the process. Thi CR will remain in Development Status.

10/20/04 October CMP Meeting Minutes Cindy Macy – Qwest advised tha 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 meeti 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 Noval Qwest Communications Lori Nelson – Mid-Continent Terri Lee - SBC Donr 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 identif 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

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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 servi perspective. This was happening in WA/CO/AZ on POTS service.

Colleen – ATT advised that when they submit their orders they have to u: appointment scheduler and the date that comes back is what they have t 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. I 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 nee their service. The disconnect can be due to the customer moving early, a 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 busine 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 ar 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 da 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 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 t 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 w 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 huntin 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 servic from going down.

Lori – Mid-Continent advised that if voice mail is not working the custom perceive this as their service not working. If the call forwarding number i 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 custom could be on active duty and need service right away.

John Berard – Covad advised if something goes wrong in the process anc the customer gets disconnected in error, it could be the CLECs error, the 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 documentatio 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 confidenti 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 t 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 CM meeting. Additional ad hoc meetings may be held.

9/15/04 CMP Meeting Minutes Cindy Macy – Qwest advised that there is 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 C will remain in Development Status.

8/16/04 CMP Meeting Mintues Jill Martain - Qwest advised that Qwest ha 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 CLE 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 advise 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 wa 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 ahea 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 ar 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 th 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. Cin 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 - 11:0 a.m. MT

In attendance: Eric Yohe - Qwest Liz Balvin - MCI Valerie Estorga - Qwe Susan Lorence - Qwest Jackie DeBold - US Link Steve Kast - Qwest Teresa Castro - Vartec Stephanie Prull - Eschelon Sue Lamb - 180 Comr 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 addres: the new expedite process on design products. Currently we are not able t include non design products in the process. We will schedule additional a hoc meetings to discuss non design products and CLEC caused error

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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 th 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 ar 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, w not carry a charge. Non design products can only be expedited for the conditions listed currently. We are still trying to accommodate some CLE reasons for non design expedites. We will continue working on this and w 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 f 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 Qwe 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 v 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 th center and works with Qwest to address these situations. Jill advised we need to follow our process, and we will still handle unique conditions. The may need to be escalated.

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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 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 update to the PCAT based on today's call.

June 16, 2004 CMP Meeting notes: Jill Martain – Qwest advised for desig 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 Qwes 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. T 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 o phase 1 products is included in the response. Qwest is targeting July 31 f 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 i Evaluation Status as we look at individual products for expedites. Jill ask the CLEC community if they are willing to pay just and reasonable charg 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 amendme 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 t the contract, then they would follow the process that is effective today. J 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 faste interval, and we are willing to pay for it. Eschelon supports the request a 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 i okay. Ervin Rae – ATT advised that he has heard that Qwest leadership i 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'. T CR will move to Presented Status.

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Clarification Meeting February 27, 2004 1-877-552-8688 7146042# PC021904-1 Expedite Process for Provisioning – enhancements to existin 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 advis 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 lik 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 a expedite when the CLEC makes an error. Cindy Macy – Qwest asked for a example of this happening today. John Berard – Covad and Bryan Comra – Covad advised this relates to the Jeopardy process. When Covad fails t complete the order, but we complete the work at the DMARC the custom has service, but we do not close out the records so Qwest doesn't think t customers service is working. Qwest issued a jeopardy notice and since v 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 wher 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 ne provider. Heidi Moreland – Qwest asked how often this happens? Bryan – Covad replied approximately 20 times per month for Qwest, or once a da on average. Bryan advised that we get faster turn around time on certair 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 t 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 circumstanc 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 ar 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 p for an Expedited due date (restoral of disconnected end user) Covad wou like to treat these like trouble reports and get the end user back in servic 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 Apr

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CMP Meeting

QWEST Response

For Review by CLEC Community and Discussion at the May 19, 2004 CMF Meeting

May 12, 2004

Covad Communications John Berard, Director-Operations Support

SUBJECT: Covad's Change Request Response – CR #PC021904-1 Enhanc 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 allow for an interval that is shorter than what is currently available for th 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 whi the expedite criteria/process does not change, Qwest will leave the existi expedite criteria and process in place. Additionally, as discussed previously, expedite charges will become applicable for all expedites exce 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 Agreemer 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 product is shown below. For Designed services, an expedite charge is applicable f 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 stat 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, DS 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 digita 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

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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 tha 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

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Information Current as of 3/29/2006

Wholesale

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Expedites and Escalations Overview - V40.0

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:

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- 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.

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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

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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.

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 tha 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

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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.

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

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- 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

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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

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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 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

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: May 5, 2006

ABOUT QWEST CAREERS AT QWEST

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EXHIBIT
E-2
admitted

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND YOUR BUSINESS ADDRESS.**

3 A. My name is Bonnie Johnson and my business address is 730 2nd Avenue South,
4 Suite 900, Minneapolis, Minnesota 55402.

5 **Q. ARE YOU THE SAME BONNIE JOHNSON THAT SUBMITTED DIRECT**
6 **TESTIMONY IN THIS MATTER ON JULY 13, 2006?**

7 A. Yes, I am.

8 **Q. HAS ESCHELON PROVIDED AN EXECUTIVE SUMMARY?**

9 A. Yes. Mr. Denney provides an Executive Summary at the beginning of his rebuttal
10 testimony.

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

12 A. My purpose is to provide factual foundation and documentation in response to
13 Qwest's direct testimony in this matter.

14 **Q. ARE THERE ANY EXHIBITS TO YOUR TESTIMONY?**

15 A. Yes. Mr. Denney provides a detailed list of Eschelon Direct and Rebuttal
16 Exhibits/Attachments as Exhibit DD-1 to his rebuttal testimony. There are five
17 attachments to my *direct* testimony: (A) Chronology of Qwest CMP Changes
18 Relating to Expedites (with documents provided in attachments A-1 to A-7 to
19 correspond with the seven sections of this Chronology); (B) Documented facts
20 matrix (with documents cited in matrix that are not already included in

Attachment A); (C) Examples of Qwest disconnects in error; (D) Examples of expedite requests approved by Qwest for unbundled loop orders; (E) Qwest Expedites & Overview Product Catalog ("PCAT") (V40.0).

There are eleven attachments (each referred to as "Exhibit BJJ" with the corresponding letter) as part of my *rebuttal* testimony, as follows:

F. PAGES FROM QWEST PROCESS NOTIFICATIONS FOR VERSIONS 11, 22, 27 AND 30 (SHOWING THAT QWEST INDICATED VERSIONS 11 AND 22 WERE ASSCIATED WITH THE COVAD CR AND VERSIONS 27 AND 30 WERE NOT ASSOCIATED WITH THE COVAD OR ANY CR)

G. EXCERPTS FROM THE JANUARY 2002 CMP REDESIGN MEETING MINUTES AND GAP ANALYSIS

H. EXCERPTS FROM THE APRIL 2002 CMP REDESIGN MEETING MINUTES AND ACTION ITEM LOG

I. EXCERPTS FROM THE OCTOBER 2001 CMP REDESIGN MEETING MINUTES AND ACTION ITEM LOG

J. QWEST SEPTEMBER 12, 2005 PROCESS NOTIFICATION VERSION 27 LEVEL 3 CHANGE

K. SUMMARY OF ESCHELON OBJECTIONS AND DISPUTE RESOLUTION

L. VERSION 6 RED LINE OF THE ESCALATION AND EXPEDITE OVERVIEW PCAT (DOCUMENTING EXISITNG PROCESS BY ADDING MEDICAL EXPEDITES AS AN EMERGENCY CRITERIA)

M. QWEST SERVICE MANAGEMENT ROLES IN RELATION TO CMP

N. VERSION 8 RED LINE OF THE ESCALATION AND EXPEDITE OVERVIEW PCAT

O. ESCHELON MARCH 28, 2003 EMAIL TO QWEST REGARDING ESCALATION TICKET DATABASE DISCUSSED AT EXECUTIVE MEETING HELD EARLIER THAT MONTH

P. SUMMARY, CMP DOCUMENT OPTIONAL DISPUTE RESOLUTION PROCEDURES AND QWEST RESPONSES TO MULTIPLE CLEC PARTICIPATION

Q. MR. DENNEY REFERS IN HIS TESTIMONY TO YOUR TESTIMONY AND ITS EXHIBITS. HAVE YOU REVIEWED THAT TESTIMONY, AND IF SO, DID MR. DENNEY TAKE ANY STATEMENT OR EVENT OUT OF CONTEXT?

A. I have reviewed Mr. Denney's testimony (including the Direct Testimony of Mr. Webber being adopted by Mr. Denney) and, no, Mr. Denney did not take any statement or event out of context.

II. DISCUSSION

A. CHANGE MANAGEMENT PROCESS (CMP) AND CHANGES RELATING TO EXPEDITES

Q. WAS THE RELATIONSHIP BETWEEN CMP AND INTERCONNECTION AGREEMENTS SOMETHING THAT WAS DISCUSSED IN CONNECTION WITH THE DEVELOPMENT OF CMP?

A. Yes, it was. The Scope section of the CMP Document states that the ICA controls.[1] I have attached to my Rebuttal Testimony three exhibits reflecting

[1] "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." Qwest CMP Document, §1.0 [AZ Complaint BJJ A-9 (000173)] available at

discussions that took place in CMP Redesign meetings.[2] Mr. Denney discusses these exhibits in his rebuttal testimony.

Q. MS. ALBERSHEIM ASSERTS THAT "QWEST AND THE CLEC COMMUNITY INCLUDING ESCHELON MODIFIED THE EXPEDITE PROCESS MANY TIMES IN CMP" AND ESCHELON DID NOT COMPLAIN ABOUT THIS PROCESS UNTIL NOVEMBER 2005.[3] SHE ADDED THAT ESCHELON SHOULD BE BARRED FROM CLAIMING A BREACH OF CONTRACT.[4] PLEASE RESPOND.

A. Mr. Denney addresses Qwest's suggestion that CMP is an all-or-nothing proposition under which Eschelon must accept all changes implemented by Qwest in CMP or none and how Qwest's suggestion directly conflicts with the terms of the interconnection agreement. I will respond to some of the specific claims made by Qwest regarding its changes in CMP.

As further described in the CMP Chronology provided as Attachment A to my direct testimony, the "Expedites & Escalations Overview" is a section of Qwest's PCAT on the Qwest wholesale web site. Changes to the wholesale PCAT are sometimes made through Qwest's Change Management Process (CMP) either by

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http://www.qwest.com/wholesale/downloads/2006/061030/QwestWholesaleChangeManagementDocument_10_30_06.doc

[2] Exhibits BJJ-G through BJJ-I contain excerpts from the Meeting Minutes of three CMP Redesign meetings held on January 22-24, 2002; April 2-4, 2002; and October 2-3, 2001, respectively.

[3] Albersheim Direct, p. 15, line 23-p. 16, line 3; see also Martain Direct, p. 31, lines 25-26 (alleging that "for years, Eschelon accepted and took advantage of changes made in CMP to the process for expediting orders for unbundled loops").

[4] Albersheim Direct, p. 19, lines 7-19.

1 Qwest through a notification or through a Change Request ("CR") (which can be
2 initiated by a CLEC or Qwest), depending on the nature of the change. Qwest
3 assigns "Version" numbers to its proposed changes to the "Expedites &
4 Escalations Overview" section of the PCAT.

5 The 2004 Covad request referenced by Qwest is a CLEC-initiated Change
6 Request (CR), which by definition is a Level 4 change.[5] Covad asked Qwest to
7 add an option to existing expedites so that, when certain emergency conditions
8 were not met, CLECs could obtain an expedited order for an additional fee (fee-
9 added "Expedites Requiring Approval"). Qwest implemented fee-added
10 expedites in July of 2004.[6] The Covad change request was officially completed in
11 July of 2005.[7]

12 In the fall of 2005, Qwest announced changes to its Version 27 and Version 30
13 Expedites & Escalations Overview PCAT that were implemented with Qwest
14 Level 3 CMP Process Notifications that were initiated by Qwest. Qwest indicated
15 at the time that they were not "associated" with the Covad change request (or any

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[5] The "Levels" of Qwest product and process changes in CMP are described in the CMP Document, *see* Exhibit BJJ A-9 at Section 5.4 ("Qwest Originated Product/Process Changes"). All CLEC Originated Changes are Level 4 change request (see Section 5.3). The changes discussed in this testimony are "product" and "process" changes; not "system" changes.

[6] In June of 2005, Qwest again updated the PCAT (Version 22) and identified the change as "associated" with the Covad change request. Version 22 related to the emergency conditions; not the fee-added expedites. *See* Exhibit BJJ A-3 at 000069-000070.

7 Exhibit BJJ A-2 at 000046.

Level 4 change request).[8] Qwest implemented its Version 27 and 30 changes over Eschelon's objections,[9] as further discussed by Mr. Denney.

Q. YOU JUST STATED THAT ESCHELON OBJECTED TO THE VERSION 30 CHANGES, BUT MS. MARTAIN SAID THAT NO CLECS DISPUTED IN CMP THE VERSION 30 CHANGE.[10] HAVE YOU PROVIDED THE COMMISSION WITH DOCUMENTATION THAT SUPPORTS YOUR TESTIMONY THAT ESCHELON DID OBJECT?

A. Yes. Attachment A-7 to my Direct Testimony, at pages 000137-000139, documents the objections made by Eschelon and other CLECs to Version 30 (and Version 27, which was issued at approximately the same time). Qwest chose to proceed to implement the changes described in Version 30 over the objections of CLECs. Exhibit BJJ-K to my rebuttal testimony provides a summary of steps taken by Eschelon. In addition, Ms. Albersheim acknowledged at the ICA

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[8] *See* Exhibit BJJ-F.

[9] *See* BJJ A-7 at 000118 (McLeodUSA CMP escalation of Qwest-initiated Version 27 notification) & 000120 (Qwest email confirming "Eschelon did join the escalation"); *See* BJJ A-7 at 000124-000126 (Eschelon 11/3/05 CMP Comments on Qwest-initiated Version 30 notification) ("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 customers***. . . . ***Eschelon objects*** to Qwest's proposed changes to the current approval required 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***.") (emphasis added). *See also* Exhibit BJJ-K (summary of objections).

[10] Martain Direct Testimony at p. 27, lines 1-12; *id.* at p. 27, lines 10-11 ("The only CLEC who to my knowledge has disputed V30 in any way is Eschelon").

arbitration hearing in Minnesota that Qwest proceeded with those changes even though they were not supported by any CLEC.[11]

Ms. Martain seems to be making the argument that, even though CLECs submitted written comments in CMP objecting to Qwest's changes, no CLEC pursued further "dispute" resolution through CMP. Exhibit BJJ-P to my rebuttal testimony provides a summary of CMP dispute resolution procedures and, when compared with Exhibit BJJ-K, shows that Eschelon did more than is required by the CMP Document.

Q. MS. NOVAK CLAIMS THAT ESCHELON ALLEGES THAT "QWEST APPROVED EVERY EXPEDITE REQUEST REGARDLESS OF THE REASON PRIOR TO JANUARY 1, 2006."[12] DID ESCHELON MAKE THIS STATEMENT?

A. No. Ms. Novak provides no documentation or citation to support this broad claim, nor could she. Eschelon said that Qwest approved expedite requests for loops when the emergency conditions are met.[13] This naturally indicates that Qwest did not approve expedites for loops when the emergency conditions were

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[11] *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*, Minnesota Public Utilities Commission Docket No. P-5340, 421/IC-06-768, Hearing Transcript, Vol. 1, at p. 26, line19-p. 27, line 18.

[12] Novak Direct Testimony at p. 5, lines 18-19.

[13] *See, e.g.*, Webber Direct (adopted by Mr. Denney), p. 9, lines 23-26.

not met. For emergency-based expedites, Qwest reviewed Eschelon's requests to determine whether the emergency conditions were met.[14]

Q. MS. ALBERSHEIM DESCRIBES HOW QWEST CLAIMS IT DEVELOPED THE "CURRENT EXPEDITE PROCESS."[15] PLEASE RESPOND.

A. CLECs did not request an "expedite process for design services, like unbundled loops"[16] to obtain "more certainty" than the emergency-based Expedites Requiring Approval process provided.[17] As discussed in the testimony of Mr. Denney, CLECs had certainty with the long-standing emergency-based Expedites Requiring Approval process (which had been available for loops since at least 2000).[18] They sought – not to eliminate one process in favor of the other (as

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[14] *See, e.g.*, Exhibit BJJ A-1 (Version 8) at 000017 ("Expedite requests are granted for the following conditions ***if Qwest determines*** that it has the resource availability on the requested due date") (emphasis added) & at 000018 ("If denied, then we will provide you reasons that the request was denied").

[15] Albersheim Direct, p. 8, lines 3-14.

[16] While Covad, due to its business plan may order primarily "designed" products, Covad asked for an "Enhanced Expedite Process ***for Provisioning***," as the title of the Change Request reflects. Qwest was the company that said that it would accept the change request "***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 those changes." Exhibit BJJ A02 at 000057 (emphasis added).

[17] Albersheim Direct, p. 8, lines 5-14.

[18] Novak Direct, p. 5, lines 5-12 & lines 21-22 (Qwest "uniformly followed the process in existence at the time for expediting orders for unbundled loops"); *see also* Answer, Page 9, ¶ 14, Lines 24-25 ("Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon").

suggested by Qwest) but – to use *both* processes to expedite orders, including for unbundled loops (which are, per Qwest, "designed" facilities).[19] Specifically:

> (a) on May 12, 2004, Qwest told CLECs that: "If a CLEC chooses not to amend their Interconnection Agreement, the current expedite criteria and process will be used."[20]
>
> (b) on July 15, 2004, Qwest told CLECs that: "If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, so is offering those customers two options: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or 2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, and the expedite reason is for one of those listed in the PCAT, they are given the same opportunity at having the due date requested. This comment is accepted.";[21] and
>
> (c) on June 29, 2004, Qwest told CLECs that: "Qwest is modifying/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval."[22]

Qwest's apparent attempt to portray its Version 27 and 30 changes to remove unbundled loops from the expedite process as a CLEC-desired change is inconsistent with the documented facts.[23] Despite Qwest's suggestions that these

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[19] Qwest made similar claims in Paragraphs 14(B) and 16 of its Answer, in which Qwest attempted to create the impression that there was a "former expedite process" that was replaced by a "new expedite process" created in "July 2005."

[20] Exhibit BJJ A-2 at 000057.

[21] Exhibit BJJ A-2 at 000062.

[22] Exhibit BJJ A-2 at 000066.

[23] *See* Exhibit BJJ K (summary of objections and dispute resolution).

1 changes were associated with Covad's change request,[24] Qwest specifically put
2 "not applicable" on its Version 27 and 30 notices in the space Qwest itself
3 provides for listing any "Associated CR Number."[25] On notices for earlier
4 Versions, issued before the Covad change request was completed, Qwest placed
5 the Covad change request number in this category.[26] Therefore, CLECs knew that
6 the earlier changes may be related to the Covad change request. Qwest had left
7 the Covad change request open while it determined whether any other products
8 would be added to the fee-added expedite process.[27] Once Qwest agreed to
9 close/complete the Covad change request in July of 2005, CLECs had a
10 reasonable expectation that there would be no additional changes to the products
11 under each process. Versions 27 and 30 were Qwest-initiated changes,
12 announced in October of 2005 by Level 3 Qwest notifications. They were *not*
13 Level 4 change requests; they were not associated with the Covad change request;
14 and they were opposed by Eschelon, as well as other CLECs.[28]

15 **Q. QWEST THEN CLAIMS THAT QWEST DEVELOPED THE CURRENT**
16 **EXPEDITE PROCEDURES BECAUSE OF ABUSE OF THE**

---

[24] Albersheim, p. 8, lines 13-14 ("hence, Covad's change request); *see also* Answer, p. 10, ¶B, lines 20-24.

[25] *See* Exhibit BJJ-F.

[26] *See, e.g., id.*

[27] *See* Exhibit BJJ A-2 at 000058.

[28] *See* Exhibit BJJ-K.

1 **EMERGENCY CONDITIONS.[29] IS THAT WHAT QWEST SAID AT THE**
2 **TIME?**
3 A. No. Ms. Martain claims that, after the July 2004 implementation of the fee-added
4 expedites reflected in PCAT Version 11, Qwest "was seeing cases" of abuse.[30]
5 Ms. Martain provides little detail in support of this new claim. She mentions only
6 some isolated examples. She claims generally that CLECs tried to escalate
7 expedite requests when they did not have an expedite amendment and the
8 situation did not qualify for an expedite under the emergency-based expedites
9 requiring approval process. In this matter, Qwest claims, however, that Eschelon
10 did not qualify under that process because it was ordering expedites for unbundled
11 loops, but Eschelon's position is that it does qualify under its ICA (and I
12 understand from the Staff's Testimony that Staff agrees).

13 Qwest makes the decision of whether to accept or deny an expedite request. If the
14 conditions were not met, presumably Qwest would have denied the expedite
15 requests because the conditions had not been met. After all, there is a list of
16 conditions and Qwest requires the CLEC to provide support that it meets the
17 conditions. If there had been a widespread problem with CLECs requesting
18 emergency expedites under circumstances that did not meet the emergency
19 conditions, it seems that Qwest would have identified that problem when
20 announcing the changes that it now says are designed to address the problem.

[29] Martain Direct, pp. 24-25.

[30] Martain Direct, p. 24, lines 15-18.

1 When Qwest announced its Versions 27 and 30 PCAT changes, however, Qwest
2 made no mention of alleged abuse. In its announcement of its Version 30 change
3 – which removed expedite capability for unbundled loops from emergency-based
4 expedites – Qwest cited a legal reason ("parity").[31]

5 **Q. HAS QWEST PROVIDED YET ANOTHER CLAIMED BASIS FOR**
6 **DEVELOPING THE CURRENT EXPEDITE PROCEDURES?**

7 A. Yes. Ms. Albersheim has testified that provisioning differences between non-
8 designed and designed ("more complex"[32]) services are a "primary" reason the
9 current expedite procedures were created.[33] Those provisioning differences
10 existed, however, during the nearly six-year period when Qwest provided
11 expedite capability for loops under the ICA (until Qwest stopped doing so in
12 January of 2006). Mr. Denney discusses that the reason given by Qwest for
13 Qwest's retail tariff filings was "to revise the Expedited Order Charge application
14 to a per day charge structure."[34] He discusses that Qwest said in the tariff filings
15 that it was the rate structure that got simpler.[35]

---

[31] Exhibit BJJ A-6 at 000105.

[32] Albersheim Direct, p. 4, line 2.

[33] Qwest-Eschelon AZ ICA Arbitration, Albersheim AZ Direct, p. 60, lines 1-4.

[34] *See* Exhibit DD-7 (paragraph 1 of Qwest Transmittal). *See* Qwest Transmittal No. 202, Description and Justification Qwest Expedite Order Charge, available at: http://svartifoss2.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/bin/binary_out.pl?70394.

[35] *See* Rebuttal Testimony of Mr. Denney.

B. REHABILITATION CENTER EXAMPLE DESCRIBED IN COMPLAINT[36]

Q. QWEST CLAIMS "NO MEDICAL EMERGENCY EXISTED" FOR THE REHABILITATION CENTER.[37] IS THAT WHAT THE CUSTOMER OR QWEST SAID AT THE TIME?

A. No. The rehabilitation center provided Eschelon a letter that said: "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."[38] Eschelon provided this letter to Qwest,[39] consistent with procedures provided by Qwest.[40]

The only reason that Qwest provided to Eschelon for denying this expedite request at the time was that Qwest was requiring a $200 per day rate in a contract amendment. As Eschelon indicated to Qwest in its March 21, 2006 dispute resolution letter:

> Qwest provided no business, operational, or technical feasibility reason for refusing to help to promptly restore dial tone to this facility for persons with disabilities. ***To the contrary, Qwest confirmed that the same unbundled facilities (i.e., the facilities from the disconnect order) remained available.*** Although the facilities were available and the End User Customer had no dial

[36] Complaint, ¶¶22-41

[37] Novak Direct, p. 14, line 2; *see also* p. 13, lines 16-27.

[38] Attachment 8 to Staff Testimony.

[39] Attachment 1 to Staff Testimony, at ¶¶13 & 18.

[40] Exhibit JM-D5 (Version 41) at page 2 of 9 ("You may be asked to provide verification of the expedited reason or situation for any of the expedite reasons listed above."). *See* Exhibit BJJ-L (Version 6).

> tone, Qwest said it would not promptly restore service because of its unnecessary amendment issue.[41]

Ms. Novak admits that the reason she gave to Eschelon was that the ICA did not contain Qwest's rate.[42] Also, voicemails at the time confirm that this was the only reason for denial.[43] In her testimony, Ms. Novak does not even claim that she told Eschelon it was not a medical emergency.[44] She testifies that she performed some research "after Eschelon complained" and states that she has "been informed, based on an interview with personnel at the" [Named Customer] about additional facts.[45] I have reviewed a later discovery response in which Qwest adds that its attorneys conducted the interview after the fact, and Ms. Novak was not even present. Eschelon reasonably relied on the information available to it at the time,

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[41] Exhibit BJJ A-7 at000132.

[42] *See, e.g.*, Novak Direct, p. 2, lines 19-20 ("because Eschelon's ICA did not contain a rate to expedite orders"); *see also id.* p. 7, lines 22-23 ("Qwest refused to provide the expedite because as required by CMP, the Eschelon ICA did not contain a rate for expediting an order.").

[43] Exhibit DD-6. On March 17, 2006, Qwest (Jean Novak and Chris Siewert) left a voicemail for Eschelon (Rhonda Knudson) in which Ms. Siewert indicated that she understood the rehabilitation center expedite request was "important" and that "you hate to take people out of service." *See id.* Compare Qwest's recognition of the importance of this situation at the time (*see id.*) with Ms. Novak's claim that it also denied the expedite because "there was no medical emergency." Novak Direct, p. 12, lines 15-17. The voicemail discussion between Ms. Siewert and Ms. Novak indicates that they recognized the importance of the situation but decided to deny the expedite anyway and demand an unnecessary amendment instead. At the time, Ms. Novak also said in a separate voicemail: "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. [phone number redacted]. Thanks." (emphasis added).

[44] Ms. Novak states that she informed Eschelon that the request for an expedite "did not satisfy the requirements of the expedite process set forth in the Commission approved CMP." Novak Direct, p. 11, lines 11-14. She does not claim that she informed Eschelon that the request did not meet the conditions for an emergency expedite. *See id.*

[45] Novak Direct, p. 13, lines 18 & 22-23.

including the Customer's letter indicating that its disabled citizens were in jeopardy.

The Customer's DS1 capable loop was used to provide the Customer with POTS services, including 911 capability for individual rooms where children and adults with disabilities would be present at the rehabilitation center.[46] This included a day care–type room on the mezzanine level, for example. Although there may have been 911 service to a fax line in the administrative area on the third floor, 911 capability was not present in all areas where clients were located such as in the day care-type room for clients with disabilities on the mezzanine level (referred to as "client areas" or "resident rooms") after the DS1 capable loop was disconnected. Particularly given that the customer provides rehabilitation services to children and adults with disabilities, it does not seem reasonable to expect its clients to run to another floor to obtain 911 service. This is shown by the fact that the customer did not find the telephone service sufficient and instead said that its "disabled citizens are in jeopardy and could be at great risk."[47]

Q. PLEASE COMMENT ON QWEST'S CLAIM THAT "ESCHELON WAS FULLY AWARE THAT NON-QWEST CAUSED DISCONNECTS IN ERROR ARE NOT A QUALIFIED EXPEDITE REASON."[48]

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[46] Ms. Novak admits that the "DS1 Capable Loop was intended to provide additional service into the individual rooms at" [Named Customer]. Novak Direct, p. 13, lines 21-22.

[47] Attachment 8 to Staff Testimony (Customer letter).

[48] Martain Direct Testimony at p. 28, lines 22-23.

A. As discussed above, Qwest did not claim at the time that Eschelon's expedite request did not meet the emergency conditions. Qwest did not say it was denying the expedite due to Eschelon's error; it only cited the need for a rate in an amendment. The emergency conditions include disconnects in error, and as I discussed in my direct testimony, Qwest has historically included CLEC disconnects in error in this condition.[49] As I note in Attachment A to my direct testimony, with Version 29, Qwest proposed to change the Expedites and Escalations PCAT to state that CLEC-caused disconnects in error would not be included in the conditions for which an emergency expedite was available.[50] Qwest's Level 1 notice of this change said that the change was to provide clarification and did not change the expedite conditions.[51] There is no comment opportunity for Level 1 changes, which are effective immediately. A notice must be changed to at least Level 2 to allow comment. Eschelon's operational personnel objected to the designation of the notice as a Level 1 change on the ground that, pursuant to the CMP Document, a change that documented existing processes not previously documented was to be designated as a Level 2 change.[52] In making this objection, Eschelon was responding directly to *Qwest's characterization* of the change in the notice (indicating it was a clarification of an

[49] Exhibit BJJ A, p. 9 ("In fact, under this process, Qwest grants expedites for conditions when CLEC's end user customer is completely out of service (primary line) due to a CLEC disconnect in error. (*See, e.g.*, CAZ5016941TIH (5/11/04); Z467137RAK (1/10/05.).") Johnson Direct Testimony at p. 9, lines 13-16; see also Johnson Direct Testimony, Attachment A at p. 000009.

[50] Johnson Direct Testimony at Attachment A, p. 000009.

[51] Johnson Direct Testimony at Attachment A-5, p. 000092

[52] Martain Direct Testimony, Exhibit JM-D3.

existing process) and the fact that, based on Qwest's description of the change, Qwest had given the notice an incorrect level designation. If Qwest had re-issued the notice as a Level 2 with more information, Eschelon would have had an opportunity at that time to comment (including commenting that, contrary to Qwest's representation, this was not an existing process). Because Qwest retracted the notice without re-issuing it, there was no need to comment. The procedures remained as before, with CLEC disconnects in error *not* being removed from the list. Although Qwest says that it does not have any exception when the customer causes the disconnect in error, Qwest is referring to the end user customer. Eschelon, as a wholesale customer, pays the installation charge for the new order to restore service.

Q. QWEST SAID THAT ESCHELON IS THE CAUSE OF THE PROBLEMS EXPERIENCED BY[53] [NAMED CUSTOMER]. DID QWEST MAKE AN ERROR THAT, WHILE NOT CAUSING THE OUTAGE, EXTENDED IT?

A. Yes. Eschelon has been upfront since the beginning that Eschelon made the initial disconnect in error, acknowledging the mistake to the Customer (*see* Eschelon Chronology, Attachment 1 to Staff Testimony, ¶7) and admitting it in the Complaint (p. 2, lines 3-4 & p. 9, ¶26, lines 20-22). Accuracy is important to Eschelon, and Eschelon attempts to avoid these errors. Qwest specifically identifies "Disconnects in error by Qwest" as one of the conditions for granting

[53] Novak Direct, p. 9, lines 8-9.

1 expedites when certain emergency conditions are met.[54] (In fact, Qwest provides
2 an example of a Qwest disconnect in error that impacted an Eschelon customer in
3 January of 2006.[55] As in this case, it was also a typographical human error,
4 according to Qwest.[56]) Qwest-caused disconnects in error occur frequently
5 enough, therefore, that they have merited being separately identified on that
6 Qwest list of emergency conditions for many years. With its direct testimony,
7 Eschelon provided twenty-one examples of Qwest-caused disconnects in error
8 that resulted in disconnection of service to Eschelon end user customers.[57] In this
9 case, however, Eschelon has readily admitted that it made the initial disconnect in
10 error.

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[54] *See, e.g.*, Exhibit Johnson (BJJ) A-1 at Document Nos. 000017 (Qwest Expedites and Escalations Overview PCAT Version 8) & Exhibit BJJ A-6 at 000107 (Qwest Expedites and Escalations Overview PCAT Version 30).

[55] Novak Direct, p. 5, lines 25-26.

[56] *See id.*

[57] *See* Exhibit BJJ C.

1 Although Eschelon made the initial error,[58] Qwest has admitted that it contributed
2 to not restoring the customer's service earlier by not following its own process.
3 While Eschelon was still unaware of its mistake but after Qwest sent the
4 completion notice on the disconnect order, Eschelon called Qwest repair.
5 Although Qwest has sent a completion notice,[59] Qwest repair personnel did not
6 tell Eschelon that there was an Eschelon disconnect order placed against this

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[58] Once it learned of the error, Eschelon placed a new order to restore service, as required *by Qwest*. Eschelon's end user customer was experiencing a service outage. Although Qwest ***chooses*** to require Eschelon to submit a new order to both restore service and update records rather than perform a repair and later update the records, the Qwest-Eschelon ICA allows Eschelon to obtain nondiscriminatory repairs to restore service. *See* Qwest-Eschelon ICA, Att. 5, Section 6.2. Qwest has not established that, when its own retail customers experience outages, Qwest never restores service for the customer and then updates the records. It has also not shown that it is not possible to do so. Although Qwest testifies that "a disconnect order ***cannot*** be rectified with a trouble report" (Novak Direct, p. 10, lines 6-7, emphasis added), Qwest must mean that its current process is not to rectify disconnection of service with a trouble report, because Qwest requires CLECs to submit orders to restore service. This very example shows that disconnection ***can*** be rectified with a trouble report, because Qwest did, in fact, restore service based upon Eschelon's trouble report. (See Johnson Direct, p. 29, lines 5-19.) Afterward, Qwest's repair department could have simply notified either Qwest or Eschelon that the records needed updating to reflect this activity, and the customer never would have had to experience the second outage. Although Qwest (Novak Direct, p. 10, lines 6-8) cites Ms. Johnson's testimony (p. 29, lines 15-18) to say that "Ms. Bonnie Johnson from Eschelon admits, a disconnect order cannot be rectified with a trouble report," the requirements relating to restoring service after disconnection are unilaterally imposed by Qwest per its "standard" process (Novak Direct, p. 10, footnote 3), and are not requirements under the ICA or due to any technical feasibility concern. Ms. Johnson specifically makes the point that a trouble report can be used to rectify disconnection (*i.e.*, restore service) because "in fact, in the rehabilitation center example described in paragraphs 22-41 of Eschelon's Complaint, Qwest initially repaired the disconnected circuit." Johnson Direct, p. 29, lines 9-10.

[59] Qwest refers to the PSON and FOC and states that "Despite receiving multiple notices, Eschelon never asked Qwest to stop the disconnect." Novak Direct, p. 9, lines 17-21. Eschelon intended to disconnect a different (analog) circuit and was unaware of its disconnect of the DS1 circuit in error, so Eschelon's records did not show that Eschelon service personnel had inadvertently initiated disconnection of the wrong circuit. The identifying information in the completion notice matched the identifying information in the LSR, **so *there was no mis-match of information*** to alert Eschelon's customer service group of the earlier error. Therefore, when Eschelon's customer reported trouble on March 15, 2006, it looked to Eschelon repair like a trouble in the Qwest network, which they reported to Qwest for repair. Consistent with Eschelon's belief, on March 15, 2006, Qwest repair personnel repaired the trouble without indicating that Eschelon had submitted a disconnect order (even though *Qwest* had sent a completion notice for the DS1 circuit disconnect earlier the same day). ***Qwest's performing the repair after receipt of the completion notice*** was also consistent with Eschelon's belief at the time, and therefore raised no flag to alert Eschelon's repair group of the earlier error.

circuit and that Eschelon would have to submit a new order to Qwest to restore the service. Qwest has admitted that, per its "standard" process, it is the Qwest technician's job to "determine whether the outage has occurred due to a disconnect order."[60] Instead, Qwest assigned Qwest repair ticket number OC125098. Qwest told Eschelon that Qwest found a missing cross connect in the Qwest Central Office. These Qwest actions were consistent with Eschelon's belief at the time that the disconnection was a trouble in Qwest's network, and therefore *they raised no flag to alert Eschelon's repair group of the earlier error.*[61] Qwest's conduct in performing the repair to restore service after Qwest sent the completion notice on the disconnect order reinforced Eschelon's belief at that time. Qwest indicates that Qwest repair acted "outside of Qwest's standard process"[62] on March 15th. If Qwest had not erred in its own process, Eschelon repair personnel would have known about the service personnel's disconnect in error earlier.

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[60] Qwest (Jean Novak) Direct, p. 10, footnote 3 (The Qwest "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").

[61] Eschelon Complaint (emphasis added), p. 10, ¶29 ("Later that same day, Qwest repair informed Eschelon that there was a missing cross connect in the central office. ***At this time, Eschelon still believed that the order disconnected the analog loop, as intended, and was unaware of its inadvertent error leading to disconnection of the DS1 capable loop instead. Qwest, however, had completed the disconnect in error in its systems for the DS1 capable loop.*** Qwest did not say whether the cross connect was missing as a result of the disconnect order that completed in Qwest's systems that morning. Qwest said it repaired the disconnected cross connect, so that the DS1 circuit was functioning again. Customer confirmed that it had working telephone service, including 911 service in the individual rooms.").

[62] Novak Direct, p. 10, footnote 3.

Q. WAS ESCHELON IN NON COMPLIANCE OF QWEST'S PROCESS BECAUSE IT DID NOT CHECK THE EXPEDITE BOX ON THE LSR WHEN SUBMITTING THE ORDER FOR A NEW DS1 CAPABLE LOOP?[63]

A. No. As I discuss in my Direct Testimony, Qwest has two options for CLEC expedite requests.[64] The first option is to submit the service request with an expedited due date and mark the expedite box with a "Y." The second option, which is the option that Eschelon decided to use, is to submit the request with a due date from Qwest's Standard Interval Guide and then call the Qwest Call Center in order to request an expedited date. Eschelon used the second option and followed Qwest's documented process. Qwest claims that it took "almost one full day" after the new order was submitted for Rhonda Knudson to call to "ask that the order be expedited."[65] As reflected in Eschelon's chronology of events, however, by then Rhonda Knudson was calling to *escalate* with Jean Novak (level four service management) the earlier requests to Qwest tiers one and two.[66] Also, Ms. Novak fails to account for Qwest's procedures around "business" hours. Qwest did not deliver the FOC until after the close of business, and Eschelon worked on this issue when business re-opened.

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[63] Novak Direct, p. 11, lines 1-8.

[64] Johnson Direct, p. 9, lines 2-9. *See* Exhibit N (Version 8 redline).

[65] Novak Direct, p. 11, lines 4-6.

[66] Attachment 1 to Staff Testimony (Eschelon Chronology), ¶¶ 11, 12 & 13.

1 **C. OTHER ISSUES**

2 **Q. DOES QWEST RAISE ADDITIONAL ISSUES?**

3 A. Yes, but it is unclear what they have to do with expedites. For example, Ms.
4 Novak states: "As a general rule, Eschelon demands a great deal of my time.
5 Eschelon's representatives routinely escalate issues and demand prompt
6 responses. In my years of experience interfacing with CLECs, managing the
7 Eschelon account is much more time intensive than any other CLEC in Qwest's
8 14-state region."[67] As an example of the "substantial drain" allegedly caused by
9 Eschelon (Qwest's wholesale customer), Ms. Novak points to the number of
10 "expedites/escalations" that she claims Eschelon was requesting in 2003.[68] I was
11 personally involved in those discussions, which dealt generally with the tickets
12 called into the Qwest escalation center[69] and had no particular focus on expedites.
13 Exhibit BJJ-O is a follow up email that I sent to Qwest regarding those
14 discussions. There is no mention of expedites in my follow up. Instead, the last
15 bullet point in Exhibit BJJ-O addresses the fact that a *Qwest* process issue was
16 leading to unnecessary calls to the escalation center, possibly to the extent of 202
17 additional tickets. This was not an expedite issue.

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[67] Novak, p. 3, lines 14-18.

[68] Novak, p. 6, lines 3-6.

[69] The expedite PCAT also contains escalation information. This is reflected in the title "Expedite & Escalations Overview." The database may be referred to generally as expedites/escalations. Every expedite call may be an escalation ticket; but many escalation tickets are not expedite related. General inquiries of all kinds go to the escalation center, which explains the general figure of 1928 used by Ms. Novak. Novak, p. 6, line 7.

1 Regarding Qwest's stated service management resource concerns, Eschelon
2 would be happy to work directly with the relevant subject matter experts at Qwest
3 to relieve this burden on the Qwest service manager. Unfortunately, Qwest has
4 made its service managers the single point of contact (SPOC) for service related
5 issues. Exhibit BJJ-M to my testimony is a copy of the "Qwest Service Center and
6 Manager Roles in Relation to CMP." It shows that the kinds of questions
7 presented by Eschelon are to be directed to Ms. Novak, and per Qwest, it is her
8 responsibility to address them.

9 Eschelon is one of Qwest's largest CLEC wholesale customers, if not the largest.
10 Ironically, I fulfilled the role of a Qwest service manager and worked for Ms.
11 Novak when Ms. Novak managed another CLEC account. At that time, the team
12 was comprised of 3 managers. These 3 managers were dedicated solely to that
13 CLEC account. Since then, Ms. Novak has had multiple accounts that have
14 included both Eschelon and that CLEC. Effective February 1, 2007, Qwest
15 replaced Ms. Novak as the Director of Service Management for Eschelon's
16 account. Qwest assigned Jodi Saldivar as the Director of Service Management.
17 On January 24, 2007, Eschelon attended a meeting with the new Director of
18 service management. At that meeting, Eschelon asked Ms. Saldivar how many
19 accounts she manages. She responded with a figure that was well over 200.

20 Another issue raised by Qwest is the number of CLECs that have allegedly signed
21 the expedite amendment. On page 2 of Qwest's Answer in this matter, Qwest

1 asserts that "hundreds of CLECs have opted into the 'expedite process'. . . ." On
2 page 32 (lines 10-11) of Ms. Martain's testimony, she asserts that "Fourteen of 88
3 CLECs in Arizona already have ICAs, which reference Qwest expedites for a
4 fee." Regardless of the terms of other carriers' contracts, Eschelon has its own
5 Commission-approved ICA with Qwest that contains expedite terms, as further
6 discussed by Mr. Denney.

7 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

8 A. Yes, it does.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT BJJ-F

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

Qwest
Spirit of Service™

Announcement Date:	**September 12, 2005**
Effective Date:	**October 27, 2005**
Document Number:	**PROS.09.12.05.F.03242.Expedites_Escalations_V27**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites and Escalations V27**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**Not Applicable**

Summary of Change:
On September 12, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations V27. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is changing its Expedite process to include all loop types in order to create consistencies across the product line. 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Additionally, Qwest is also including requests for Port In/Port Within that are associated with one of applicable designed services that are already included in the Pre-Approved Expedite Process. Customers who currently have an expedite amendment will automatically be included in this change.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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 September 12, 2005
CLEC Comment Cycle on Documentation Begins	Beginning September 13, 2005
CLEC Comment Cycle Ends	5:00 PM, MT September 27, 2005
Qwest Response to CLEC Comments	Available October 12, 2005

Qwest
Spirit of Service™

Announcement Date:	**November 18, 2005**
Effective Date:	**January 03, 2006**
Document Number:	**PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP – FINAL NOTICE and Qwest Response to Comment - Expedites and Escalations V30**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**Not Applicable**

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 response has been posted to the Document Review archive web site under the original document review segment for Expedites and Escalations V30. The response will be listed in the Comments/Response bracket. The URL is http://www.qwest.com/wholesale/cmp/review_archive.html.

Resources:

Customer Notice Archive	http://www.qwest.com/wholesale/notices/cnla/
Original Notice Number	PROS.10.19.05.F.03380.ExpeditesEscalationsV30

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 Corporation

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
Spirit of Service™

Announcement Date:	**May 09, 2005**
Proposed Effective Date:	**June 23, 2005**
Document Number:	**PROS.05.09.05.F.02892.Expedites_Escalations_V22**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites and Escalations Overview V22**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**CLEC CR # PC021904-1**

Summary of Change:
On May 9, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations Overview V22. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is updating the Expedites Requiring Approval section to modify/change the existing manual process by adding three additional Expedite reasons. Qwest is limiting these changes to Business Classes of Service due to the short due date intervals that already exist for Residential Classes of Service and also due to the discussion with CR PC021904-1 around business customers that are usually being impacted. Also, language is being added related to providing the service order number that caused the expedite condition.

Further information about this Change Request is available on the Wholesale Web site at URL http://www.qwest.com/wholesale/cmp/changerequest.html.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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:

Qwest 2

Announcement Date:	**June 15, 2004**
Proposed Effective Date:	**July 30, 2004**
Document Number:	**PROS.06.15.04.F.01792.ExpeditesV11**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites & Escalations Overview V11.0**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**CLEC CR # PC021904-1**

Summary of Change:
On June 15, 2004, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites & Escalations Overview V11.0. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is modify/changing the existing manual Expedite process to incorporate two processes. These are described as Pre-Approved and Expedites Requiring Approval.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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 June 15, 2004
CLEC Comment Cycle on Documentation Begins	Beginning June 16, 2004
CLEC Comment Cycle Ends	5:00 PM, MT June 30, 2004
Qwest Response to CLEC Comments (if applicable)	Available July 15, 2004 http://www.qwest.com/wholesale/cmp/review_archive.html ~~Http://www.qwest.com/wholesale/cmp/review.html~~
Proposed Effective Date	July 30, 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.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT BJJ-G

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

FINAL MEETING MINUTES

CLEC – Qwest Change Management Process Redesign
Tuesday, January 22 through Thursday, January 24, 2002 Working Session
1801 California Street, 23rd Floor, Executive Conference Room, Denver, CO
Conference Bridge: 877.550.8686, passcode 2213337#

NOTE: These are FINAL meeting minutes Qwest developed following the two day working session. Draft minutes were circulated to the CMP Redesign Core Team Members on Dec. 21, 2001. As of January 21, 2002, no comments were received from the meeting attendees.

INTRODUCTION

The Core Team (Team) and other participants met January 22 - 24 to continue with the Redesign effort of the Change Management Process. Following is the write up of the discussions, action items, and decisions in the working session. The attachments to these meeting minutes are as follow:

ATTACHMENTS

Attachment 1: CMP Re-Design January 22 - 24, 2002 Attendance Record
Attachment 2: CMP Redesign Meeting January 22 - 24 Notice and Agenda - 01-10-01
Attachment 3: CMP Redesign Meeting January 23 - 24 Notice and Agenda - Revised 01-22-02
Attachment 4: CMP Redesign Meeting January 24 Notice and Agenda - Revised 01-23-02
Attachment 5: Changes That DO NOT Alter CLEC Operating Procedures - 01-15-02
Attachment 6: Excerpt from SBC CLEC User Forum
Attachment 7: Change Management Process (CMP) Improvements - 11-26-01
Attachment 8: Changes That DO NOT Alter CLEC Operating Procedures - Revised 1-22-02
Attachment 9: Combined CMP Redesign Gap Analysis – 01-17-02
Attachment 10: Qwest Proposed Process for Qwest Initiated Product and Process Changes - 01-24-02
Attachment 11: CMP Redesign CMP Redesign Team Issues Action Items Log - 01-24-02
Attachment 12: Schedule of CMP Re-design Working Sessions - Revised 01-25-02

#	Element/ Topic	Submitter(s)	Gap/Issues/Comments
			documentation relating to Qwest's or CLEC's rights or obligations under this abridges or expands its rights or obligations under this Agreement and that change has not gone through CMP, the Parties will resolve the matter under the Dispute Resolution process. Any amendment to this Agreement that may result from such Dispute Resolution process shall be deemed effective on the Effective Date of the change for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. The highlighted language above implies that there is no right of recourse for a change that does go through CMP and the result is in a conflict with the agreement. That would not be appropriate. Everything we have heard from Qwest in the redesign is that if a change comes through CMP and is in conflict with a CLEC's interconnection agreement, the interconnection agreement is controlling. This kind of language in the SGAT guts the contract, particularly when CMP essentially allows Qwest to run through any change it wants to. Reference to #15: Qwest has the ability to reject/deny CLEC CRs. CLECs do not have the ability to reject/deny Qwest CRs. We need to discuss and find a way to balance the process. As it stands, Qwest CRs go through to completion over CLEC objections, however, CLEC CRs do not go through over Qwest's objection. CLECs have to use the escalation or dispute resolution process either to advance their CRs (when Qwest rejects/denies) or oppose Qwest CRs (when Qwest ignores CLEC objections). Qwest is never put in this position. This applies to product/process and may apply to systems as well (the group should discuss).
148		AT&T	SGAT Section 12.2.6 remains open.
149		Eschelon	How CMP is addressed in SGAT. Qwest has made some changes to Section 12.2.6 at the request of CLECs, but the parties have not agreed upon the language in the entire paragraph.
150	Interconnection Agreements	Eschelon	Qwest needs to establish and document a process to account for individual interconnection agreements ("ICAs") when implementing changes and using the Change Management Process ("CMP"). Qwest needs to ensure that ICAs are not unilaterally modified.

#	Element/ Topic	Submitter(s)	Gap/Issues/Comments
			In Colorado, Qwest said: First of all, it has been addressed in these workshops by inserting language into the SGAT that indicated that the contract language controls over anything that could come out of the Change Management Process -- a contract is a contract, and I believe that's the same for any other ICA, as well.[3] Qwest needs documented processes and checks and balances in place to ensure that Qwest can implement this concept and account for differences in ICAs (including ICAs not based on SGATs). The experience to date shows that Qwest's structure anticipates making global changes and steps need to be developed to account for individual differences before implementation.
151		Covad	If a Qwest initiated CR adds or alters terms and conditions to an existing IA, how will implementation be delayed pending resolution. What dispute resolution process controls?
152	Review of CICMP Documentation listed	AT&T	Qwest's Original proposal (June 2001) states "ongoing review of the CICMP occur at each CICMP meeting to enable co-providers the opportunity to express concerns or suggest changes." Other than the references above, this does not appear to be addressed in the Master Redline.
153	Issue/Action Log	AT&T	All of the items on the existing Issues/Action Items Log and the Running Log.
154	Table of Contents-Numbering	AT&T	The table of contents for the Master Redline should be updated to reflect all of the provisions contained in the Master Redline (for example, numbering in the table of contents does not match numbering in the Master Redline, headings in the table of contents don't always track with sequence or title of headings in the Master Redline, separate references in the table of contents to timelines contained in the redline would be useful).
155	Business	AT&T	AT&T believes that business rules are part of CMP? We need to be clear this is the case in the

[3] Transcript of CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), p. 292, lines 8-13 (Andrew Crain of Qwest).

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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OF ESCHELON TELECOM OF ARIZONA,)	DOCKET NO. T-03406A-06-0257
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)	

EXHIBIT BJJ-H

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

FINAL MEETING MINUTES

CLEC – Qwest Change Management Process Redesign
Tuesday, April 2 through April 4, 2002 Working Session
1801 California Street, Room 2, 13th floor, Denver, CO
Conference Bridge: 877.550.8686, passcode 2213337#

NOTE: These are FINAL meeting minutes Qwest developed following the working session. Draft minutes were circulated to the CMP Redesign Core Team Members on April 23, 2002. As of July 11, 2002, no comments were received from the meeting attendees.

INTRODUCTION

The Core Team (Team) and other participants met April 2-4 to continue with the Redesign effort of the Change Management Process. Following is the write up of the discussions, action items, and decisions in the working session. The attachments to these meeting minutes are as follow:

ATTACHMENTS

Attachment 1: CMP Redesign April 2-4 Attendance Record
Attachment 2: CMP Redesign Meeting April 2-4 Notice and Agenda – Revised 04-01-02
Attachment 3: Qwest_Proposed_Qwest-Initiated_Product-Process_Changes_Language 04-02-02
Attachment 4: Master Redlined CLEC-Qwest CMP Redesign Framework - Revised 04-04-02
Attachment 5: Ranking of ATT Priority List Items Identified as 0's - Revised 04-04-02
Attachment 6: CMP Redesign Core Team Issues Action Items Log - Revised 04-04-02
Attachment 7: Qwest Service Center and Manager Roles in Relation to CMP - 04-03-02
Attachment 8: Qwest Proposed Managing the CMP Language - 04-03-02
Attachment 9: Interim_EXCEPTION_process - Revised 04-03-02
Attachment 10: Qwest Proposed TERMS Language - 04-04-02
Attachment 11: Change_Management_Process_Improvements_11-26-01Rev04-04-02
Attachment 12: Action Item 227 - ATT Proposed ICA vs CMP Language - 04-04-02
Attachment 13: Late Adder CR Language - 04-04-02
Attachment 14: Qwest Proposed OSS Release Calendar Language - Revised 04-04-02
Attachment 15: Qwest Proposed Production Support - Help Desk Language - Revised 04-04-02

MEETING MINUTES

The meeting began with introductions of the meeting attendees. (Refer to Attachment 1 for attendance record) Judy Lee, the meeting facilitator, reviewed the three-day agenda (Attachment 2).

Qwest-initiated Product/Process Change Request Initiation Process
Level 0
Schultz-Qwest began by stating that several members of the core team reviewed Product/Process notifications issued from 2/1-3/15 at a sub-team conference call meeting on March 28th. She then reviewed the sub-team meeting and discussed that Level 0, Level 1 and Level 2 change categories had been discussed in that meeting. She stated that the team touched on Level 3 and Level 4 change categories, and that the team agreed to work on those levels during the first day of Redesign on April 2. She stated that the team developed a Level 0 list, and that Qwest had additional items to add to the category. Schultz stated that the document had been updated to reflect the changes from the sub-team meeting (Attachment 3). Maher-Qwest stated that Level 0 list of categories was developed from a list sent by Clauson-Eschelon. Travis-WorldCom asked what Level typos in numbers would fall into. Schultz-Qwest stated that typos were Level 0, and that Level 0 changes do not include interval changes. Menezes-AT&T

for any change that went into the pipeline after April 1. Clauson-Eschelon stated that she wanted to stop getting Level 0 type changes as soon as possible.

Lee asked if CMP Improvements could be closed in concept. Dixon-WorldCom stated that it couldn't because of the open issue on PID/PAP. Lee stated that action item #231 could be closed, and that the team did not agree in concept. Menezes-AT&T stated that the matrix would be ongoing.

The team then adjourned for lunch and the Local Service Freeze Clarification Call. When the call ended and the team returned from lunch the Special Meeting on Retail Parity started. (See CMP Redesign Special Retail Parity Meeting Minutes April 4 2002- DRAFT 04-11-02)

After the meeting Lee asked if Covad Issue #3 could be closed. Menezes-AT&T asked about the Wholesale Retail Checklist. Schultz-Qwest stated that it had been updated. Lee stated that because Covad was not available, the issue would stay open for more discussion.

V.f SGAT- Gap Analysis #148, 149, 155, Action Item #227
Lee asked if the reason for review was to insert the language in the Master Redline. Crain-Qwest stated no, the issue raised was about the language in the SGAT referencing CMP. The team wanted to review again after the CMP was more developed. Crain and Menezes crafted language. Lee asked the team if the issue could be closed in concept. Team agreed. Action item #115 closed.

ICA vs. CMP: AT&T e-mail, action item #227
Lee stated that the ICA information could be inserted into the Scope section (Attachment 12). Lee asked if action item 227 and Gap 148, 150 and 155 could be closed. Team agreed.

Dixon-WorldCom stated that there were no impasse issues in Colorado, and that there may be a PID/PAP issues in other states. Crain-Qwest stated that Qwest would operate under the Colorado ruling for all other states. Dixon-Qwest stated that it needed to be summarized that the team had agreed in concept on all the issues and that there are no impasse issues. He continued that the team had built one of the better CMP processes in the country. Menezes-AT&T stated that he agreed to everything in concept. Dixon-WorldCom stated that the team had completed what he had hoped to accomplish. He continued that the team had walked through the issues and resolved them in concept and that there are no impasse issues. Lee summarized that all "1" items were agreed to in concept. The following "0" items were also agreed to: I.A.10 agreed in concept and pending modifications to language, I.A.4 closed—language baselined, I.A5 closed—language baselined with new action item #272, V.b terms closed—language baselined, V.e closed—language baselined , V.f agreed on concept—pending modifications to language, Covad #1 closed—language baselined, Covad #2 agreed on concept—pending language, Covad #3 open—CLECs to review documentation, and WorldCom—CMP improvements document will be revised on an ongoing basis as needed. Clauson-Eschelon stated that she would review the CMP improvements and provide feedback. Dixon-WorldCom stated that Qwest and the CLECs agreed on PID/PAD.

I.A.9 Late Adder
Lee moved the team to Late Adder language (Attachment 13). Language was crafted on the screen. Lee asked if the language could be added into the Master Redlined Document. Team agreed. Action item #254 and I.A.9 were closed.

OSS Release Calendar Language
Menezes-AT&T asked if this was for all Qwest OSS interfaces (Attachment 14). Thompson-Qwest stated that it applied to all interfaces under the scope of CMP. Menezes-AT&T asked if that was using the defined term in the document. Thompson-Qwest stated it was. Lee asked if the definition was also true for retirement of interfaces. Thompson-Qwest stated yes, it was included in the language. Menezes-AT&T asked what would happen if the CLECs wanted to

Attachment 6: CLEC-Qwest Change Management Re-design Working Sessions
Core Team Issues/Action Items Log—CLOSED

04-04-02

#	Issue/ Action	Originator	Category	Description	Owner	Due Date	Resolution/Remarks
							Escalation Process at the 2/21 CMP Systems Meeting for review, discussion and acceptance.
211	Action	Dec 11 Meeting	Production Support	Production support CMP recommendations with a written list of changes from current process. Provide Severity 1 – 4 trouble tickets that are logged in the IT help desk system, and remain unresolved. Examples will be provided reflecting the format of the proposed implementation.	Qwest— Teresa Jacobs	CLOSED Feb 6	Provided in the January Systems CMP distribution package and presented and discussed at the January meeting. CLECs approved an interim test phase. COMPLETED: Open trouble ticket report were sent respective CLEC.
213	Action	Dec 11 Meeting	CR Initiation/ Type of Change	Need a process to debate whether a change fits as a regulatory or industry guideline change. With the information in 3a, CLECs will be informed to have this debate (ATT Issues List).	Core Team	CLOSED Mar 6	COMPLETED: See CR Process language GAP ANLAYSIS #25
220	Action	Dec 11 Meeting	CMP Redesign Improvements	Review the CMP redesign improvements matrix from Judy Schultz, to insure that it addressed the WorldCom issue # 4.	Wcom— Liz Balvin	CLOSED Jan 22	COMPLETED: 01/22/02: Discussion held with additional input to Judy Schultz to revise matrix with more detailed information.
221	Action	Dec 11 Meeting	PID and PAP Changes Post-271	Send Qwest proposal for PID and PAP changes post 271 approval (9 state filing).	Qwest— Andy Crain	CLOSED Mar 6	DECISION: The ROC process addresses this issue.
223	Action	Dec 11 Meeting	CR Timelines	Develop timelines to illustrate CR process and present Qwest's compliance with these at the CMP Meeting.	Qwest— Judy Schultz	CLOSED Mar 6	Qwest is prepared to discuss and close this Action Item. COMPLETED Shared with Redesign Team
227	Action	Jan 22	SGAT Language	Clarify SGAT language on CMP in sections 2.3.1 and 12.2.6, in addition,	Qwest—	CLOSED	01/29: Activities in CMP shall not

Attachment 6: CLEC-Qwest Change Management Re-design Working Sessions
Core Team Issues/Action Items Log—CLOSED

04-04-02

#	Issue/ Action	Originator	Category	Description	Owner	Due Date	Resolution/Remarks
		Meeting		add language that states that CMP will not supersede an ICA. 3/6: Check SGAT section 2.3 for language	Andy Crain	Apr 4	be construed to override or amend the interconnection agreement between Qwest and any CLEC. 3/6/02 Mitch will provide the SGAT language that is in section 2.3 3/26/02: Mitch/ATT provided proposed language to Redesign Team for review.
228	Action	Jan 22 Meeting	Example of Non-FCC Tech Pubs	Provide examples of FCC Tech Pubs vs Non-FCC Tech Pubs.	Qwest—Judy Schultz (Kessler)	CLOSED Feb 5	COMPLETED: Posted on the Redesign website titled "FCC/Non-FCC Tech Pub List – 01-30-02"
232	Action	Jan 23 Meeting	Prioritization—Industry Guidelines	Develop language to address the industry guideline prioritization (above the line and below the line)	Qwest—Judy Schultz/ Teresa Jacobs	CLOSED Mar 6	01/28: This Action Item is addressed in the document which captures Qwest's understanding of the CLEC prioritization proposal. COMPLETED: See Prioritization language
233	Action	Jan 24 Meeting	Impasse Issue—Prioritization	Identify the concept of the Prioritization Process. Upon agreement, Qwest to provide draft language of the Prioritization Process to the CLECs for comments	Qwest—Beth Woodcock	CLOSED Mar 5	1/30: Shared with Redesign Core Team 2/6-7: Proposed language reviewed and discussed at Redesign session. 2/8: Impasse issue included in the CO Report on CMP Issue and the AZ Brief on CMP.

Attachment 12

Action Item 227 – AT&T Proposed ICA vs CMP Language – Revised 04-04-02

Deleted: 03-21-02

4/2/02: Redesign Team agreed on language and to insert into Master Redline under Scope

Following is Section 2.3 from the Qwest SGAT:

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

As it is not appropriate to insert the foregoing verbatim into the CMP master redline document, AT&T proposes the following language for discussion by the Core Team:

> In cases of conflict between the changes implemented through the 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 the 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.

Deleted: and the abridgement or expansion will not be permitted.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT BJJ-I

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

FINAL MEETING MINUTES

CLEC-Qwest Change Management Process Re-design
Tuesday, October 2 and Wednesday, October 3, 2001 Working Session

200 South 5th Street, 1st Floor, Multi-purpose Room, Minneapolis, MN
1801 California Street, 23rd Floor, Executive Conference Room, Denver, CO
Conference Bridge: 1-877-847-0304, pass code 7101617#

NOTE: These FINAL meeting minutes were circulated to the CMP Re-design Core Team Members in attendance for their review and comments. Comments are included as attachments to the minutes.

INTRODUCTION

The Core Team (Team) and other participants met October 2 and 3 to continue with the Re-design effort of the Change Management Process. Following is the write-up of the discussions, action items, and decisions made in the working session. The attachments to these meeting minutes are as follows-

ATTACHMENTS

- Attachment 1: CMP Redesign Oct 2-3 Attendance Record
- Attachment 2: October 2 & 3 CMP Re-Design Meeting Notice and Agenda - Revised 09-28-01
- Attachment 3: Schedule of CMP Re-design Working Sessions-Revised 10-03-01
- Attachment 4: CMP Re-design Issues and Actions Log - Revised 10-5-01
- Attachment 5: Written Summary Regarding Qwest's Proposed Process for Qwest Changes to Product, Process, and Technical Documentation - 09-25-01
- Attachment 6: Web Release & Notice Schedule 10-02-01
- Attachment 7: INTERIM QWEST PRODUCT-PROCESS CMP - Revised 10-3-01
- Attachment 8: Qwest Documentation Assessment Matrix - 10-03-01
- Attachment 9: Interim_EXCEPTION_Process - Revised 10-3-01
- Attachment 10: Interim CMP CLEC Originated CR Work Flow Product Process-Revised 10-3-01
- Attachment 11: CLEC Redesign votes - 10-3-01
- Attachment 12: Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 10-03-01
- *Attachment 13: ATT Comments CMP Re-design 10-10-01*
- *Attachment 14: Oct 2-3 Meeting Minutes Eschelon Comments 10-29-01*

MEETING MINUTES

The meeting began with introductions of the meeting attendees. Judy Lee reviewed the two day agenda and asked if there were any revisions from the attendees. It was agreed that there were several team members that had not made travel arrangements for the Re-design meeting in Minneapolis on October 30, 31, and Nov 1. Karen Clauson-Eschelon requested that a vote be taken to determine whether the Re-design meeting location be changed from Minneapolis to Denver for Oct 30,31, and Nov 1. A vote was taken and it was a tie vote of 4 to 4 to change the location. Sandy Evans-Sprint asked if there were other options that could be explored for managing the meeting at remote locations since it was difficult to hear what was said on the conference bridge. There was discussion regarding the use of video conferencing, but Judy Schultz-Qwest stated that the Qwest videoconferencing facilities were small and wouldn't be able to accommodate a group the size of the Re-design team. The team agreed to review the meeting

CLEC-Qwest Change Management Re-design Working Sessions
Core Team Issues/Action Items Log—CLOSED

Revised—October 5, 2001

#	Issue/ Action	Originator	Category	Description	Owner	Due Date	Resolution/Remarks
				pertaining to this information?			
72	Issue	Sep 6 Meeting	CR Process	What is the process if the CLEC-originator does not agree with Qwest's reply or the CR is rejected?	Core Team	CLOSED Oct 3	Addressed on Sep 18, 20 during Escalation Process and the Dispute Resolution Process with further discussion during Oct 2-3 session. COMPLETED Escalation and Dispute Resolution Process
73	Issue	Sep 5 Meeting	Account Management	Clarify roles and responsibility of Service Managers and Sales Managers. What is the internal notification process (e.g., advanced notice before CLEC) for Service Managers on CLEC notices?	Qwest – Judy Schultz	CLOSED Oct 3 (Address at Oct 17 CMP meeting)	Subsequent to the Sep 5-6 session, Qwest requests to address this item at the Oct 3 meeting to allow the Service Management Director to participate in-person in Minneapolis. DECISION: Will address at the Oct 17 Product/Process CMP meeting
~~74~~	~~Issue~~	~~Sep 5 Meeting~~	~~CR Process Dispute~~	~~What is the process if the CLEC-originator does not agree with reply or rejected CR~~	~~Core Team~~	~~Oct 2~~	Duplicative of #72
75	Action	Sep 18	Redlined	Review the Red-	Bahner,	CLOSED	COMPLETED:

CLEC-Qwest Change Management Re-design Working Sessions
Core Team Issues/Action Items Log—CLOSED

Revised—October 5, 2001

#	Issue/ Action	Originator	Category	Description	Owner	Due Date	Resolution/Remarks
		Meeting	Framework	lined working document for successive working sessions	Clauson, Maher, Wicks	Sep 18	Jim Maher restructured the MASTER REDLINED CMP Re-design Framework based on input from Core Team members.
80	Action	Sep 18 Meeting	Escalation	Draft proposed language regarding time frames for Qwest to provide binding position on an escalated issue (e.g., 7 or 14 calendar days). Also include binding authority language.	Qwest – Judy Schultz	CLOSED Oct 3	COMPLETED: CLEC and Qwest agreed to a 7-day interval for escalated CRs and 14 days for other non-CR issues. Language reflected in the Master Redline framework.
81	Issue	Sep 18 Meeting	Escalation	During "14-day" response cycle, will Qwest continue efforts (e.g., CR) or will activity stop?	Qwest – Judy Schultz	CLOSED Oct 3	DECISION: Requestor may ask that activity stop or continue. Language reflected in the Master Redline framework
82	Issue	Sep 18 Meeting	Escalation	How are CLECs notified that an issue has been escalated between monthly CMP meetings?	Core Team	CLOSED Sep 20	DECISION: CLECs will be notified via formal notice to access web site for information.
83	Issue	Sep 18	Dispute	Does an issue have	Core	CLOSED	DECISION:

CLEC-Qwest Change Management Re-design Working Sessions
Core Team Issues/Action Items Log—CLOSED

Revised—October 5, 2001

#	Issue/ Action	Originator	Category	Description	Owner	Due Date	Resolution/Remarks
		Meeting	Resolution	to go through the escalation process before it is goes through the dispute resolution process?	Team	Oct 3	No
84	Action	Sep 18 Meeting	Dispute Resolution	Propose language around dispute resolution ADR process. Do we want to sight specific organizations??	Andy Crain and CLEC Attorneys	CLOSED Oct 3	COMPLETED: Language reflected in Master Redline framework
85	Issue	Sep 18 Meeting	Dispute Resolution	What is the process for CLEC-CLEC consensus and the Dispute Resolution Process?	Core Team	CLOSED Oct 3	COMPLETED: Language reflected in Master Redline framework
86	Issue	Sep 18 Meeting	Dispute Resolution	~~When can~~ Why would Qwest invoke the Dispute Resolution Process?	Qwest—Andy Crain	CLOSED Oct 3	Andy can't think of anything – we should leave in anyway. Tom Dixon: Close, but keep in mind that Qwest will probably never use it
87	Action	Sep 18 Meeting	Re-design Impasse Resolution	Propose language around the CMP re-design impasse resolution process/dispute resolution process.	Qwest—Andy Crain	CLOSED Oct 3	COMPLETED: Refer to CMP Redesign Procedures on Voting and Impasse Resolution Process document on the CMP Redesign web site.

BEFORE THE ARIZONA CORPORATION COMMISSION

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EXHIBIT BJJ-J

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

Qwest
Spirit of Service™

Announcement Date:	**September 12, 2005**
Effective Date:	**October 27, 2005**
Document Number:	**PROS.09.12.05.F.03242.Expedites_Escalations_V27**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Expedites and Escalations V27**
Level of Change:	**Level 3**
Associated CR Number or System Release Number:	**Not Applicable**

Summary of Change:
On September 12, 2005, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Expedites and Escalations V27. These will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is changing its Expedite process to include all loop types in order to create consistencies across the product line. 2w/4w analog loops are no longer an exception in the Pre-Approved Expedite process. Additionally, Qwest is also including requests for Port In/Port Within that are associated with one of applicable designed services that are already included in the Pre-Approved Expedite Process. Customers who currently have an expedite amendment will automatically be included in this change.

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 15-day comment review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

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 September 12, 2005
CLEC Comment Cycle on Documentation Begins	Beginning September 13, 2005
CLEC Comment Cycle Ends	5:00 PM, MT September 27, 2005
Qwest Response to CLEC Comments	Available October 12, 2005

(if applicable)	http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	October 27, 2005

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 Corporation

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.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

BEFORE THE ARIZONA CORPORATION COMMISSION

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EXHIBIT BJJ-K

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

SUMMARY OF ESCHELON OBJECTIONS AND DISPUTE RESOLUTION

Qwest has suggested that Eschelon's actions in CMP were insufficient,[1] and has even alleged that Eschelon "did nothing"[2] with respect to changes to expedite procedures. Eschelon was one of multiple[3] CLECs who objected to the Qwest-initiated[4] CMP changes to Versions 27 and/or 30 of Qwest's Expedites and Escalations Overview PCAT. The multiple CLECs known to Eschelon include Eschelon, McLeodUSA, PriorityOne, Integra, Velocity, AT&T, ELI, and VCI.[5] In addition to commenting on Covad's CR to ensure that the mutually developed terms for expedite procedures for Eschelon would not change without Eschelon agreement,[6] Eschelon took several steps to raise relevant issues with Qwest regarding expedited orders,[7] including:

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[1] See, e.g., Martain, p. 32, lines 4-6.

[2] Answer , p. 10, ¶B, line 25.

[3] Complaint, p. 2, line 19.

[4] Despite Qwest's suggestions that these changes were associated with Covad's CR (*see, e.g.*, Answer, p. 10 ¶B, lines 20-24), Qwest specifically put "not applicable" on the Version 27 and 30 notices in the space Qwest itself provides for listing any "Associated CR Number." *See* Exhibit F to Johnson ("BJJ") Rebuttal. On notices for earlier Versions, issued before the Covad CR was completed, Qwest placed the Covad CR number in this category. *See, e.g.. id.* Therefore, CLECs knew that they were related to the Covad CR. Qwest had left the Covad CR open while it determined whether any other products would be added to the fee-added expedite process. *See* Exhibit BJJ A-2 at 000058. Once Qwest agreed to close/complete the Covad CR in July of 2005, CLECs had a reasonable expectation that there would be no additional changes to the products under each process. Versions 27 and 30 were purely Qwest-initiated changes, announced in October of 2005 by Level 3 Qwest notifications and *not* a Level 4 change request, that were not related to the Covad CR and opposed by Eschelon, as well as other CLECs.

[5] *See* BJJ Exhibit A-7 at Document Nos. 000118, 000120-000121, 000123-000128.

[6] In response to Eschelon's CMP comments on the Covad change request, Eschelon obtained two commitments from Qwest (both reflected in the above quotation from Qwest's CMP Response): (1) implementation of the Covad CR, at least for CLECs that did not sign the amendment, would not result in replacement of the existing emergency-based option (*i.e.*, "continue with the existing process that is in place"); and (2) resources would remain available to process expedite requests under the existing emergency-based option even with the addition of the optional fee-added alternative (*i.e.*, "this will not impact resources"). Although Qwest has criticized Eschelon for not seeking postponement, "immediately" filing a complaint, or seeking Alternative Dispute Resolution with respect to Covad's change request (Qwest-Eschelon ICA Arbitration Albersheim MN Direct, p. 9, lines 9-12 & footnote 5), there was no reason to do so, because Qwest made these commitments to Eschelon and therefore there was no impact on the existing emergency-based option to challenge

- Eschelon escalated Qwest's Version 27 Expedite PCAT changes in CMP, by joining McLeod's escalation.[8] Qwest later confirmed that "Eschelon did join the escalation,"[9] and it included Eschelon (along with several other CLECs) in Qwest's response to this escalation.[10] Qwest provided a binding response in CMP to this escalation.[11] The CMP Document provides for escalations, and participation in other CLEC's escalations, in Section 14.0.[12]

- Eschelon requested a CMP ad hoc meeting to discuss Qwest's Version 30 Expedite PCAT notice.[13] The CMP Document provides that a CLEC may request additional meetings in Section 3.0.[14] Eschelon participated in the call, and Qwest admits that "some CLECs expressed dissatisfaction on the ad-hoc call."[15]

- Eschelon submitted objections in written CMP comments on Qwest's Level 3 Version 30 Expedite PCAT notice.[16] The CMP Document provides that a CLEC may provide comments upon Level 3 notices in Section 5.4.4.[17] Eschelon's 11/3/05 CMP comments, which are posted on the Qwest CMP web page, stated:

> 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,

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at that time. The adverse changes, which were not mutually developed, were implemented by Qwest later, in Qwest-initiated Versions 27 and 30.

[7] *See also* Johnson Direct, p. 12, line 9- p.24, line 20; Johnson Direct Att. A (Chronology), pp. 12-15 ("7. CLEC Objections, Qwest's Denials, and Dispute Resolution"); Johnson Direct Exhibit BJJ A-7 at 000116-000139 (providing documentation discussed in Section 7 of Chronology).

[8] Johnson ("BJJ") Direct, Exhibit BJJ Att. B, p. 1, #2 (#39 PROS.09.12.05.F.03242. Expedites_ Escalations_V27); BJJ Att. A, p. 12.

[9] Exhibit BJJ Att. B, p. 1, #3; BJJ-3, p. 12.

[10] Exhibit BJJ Att. B, p. 2, #4.

[11] Exhibit BJJ Att. B, p. 4, ##11-12.

[12] Exhibit BJJ Att. A-9, §14.0.

[13] PROS.10.19.05.F.03380. ExpeditesEscalations V30. *See* Exhibit BJJ Att. B, p. 2, #5; BJJ Att. A, p. 12.

[14] Exhibit BJJ Att. A-9, §3.0.

[15] Martain Direct, p. 27, lines 3-4.

[16] PROS.10.19.05.F.03380. ExpeditesEscalations V30. *See* Exhibit BJJ Att. B, p. 3, #7; BJJ Att. A, p. 13.

[17] Exhibit BJJ Att. A-9, §5.4.4.

> 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 customers. . . . Eschelon objects to Qwest's proposed changes to the current approval required 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."[18]

Following is an example of another CLEC objection provided to Qwest through CMP, this one by Integra:

> *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 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.[19]

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[18] BJJ Att. A-7, at 000124-000126. *See* http://www.qwest.com/wholesale/downloads/2005/051118/PROS.11.18.05.F.03492.FNL_Exp-EscalationsV30Qwest%20Response.doc

[19] Exhibit BJJ A-7 at 000127-000128.

- Eschelon escalated with Qwest pursuant to the dispute resolution provisions of the Qwest-Eschelon ICAs[20] and the CMP Document (§15.0).[21] Eschelon's dispute resolution letter expressly identified Qwest's Version 27 and Version 30 Expedite PCAT CMP changes as subject to the dispute in the subject line: "Joint McLeod-Eschelon Escalation #39 Re. P**ROS.09.12.05.F.03242.Expedites_ Escalations_V27 – Denied by Qwest 11/4/05;** Eschelon 11/3/05 objections to PROS.10.19.05.F.03380.ExpeditesEscalationsV30."[22]

- Eschelon offered to negotiate a mutually agreeable, voluntary amendment to the existing ICA regarding expedites with Qwest.[23]

- Eschelon proposed Section 12.2.1.2 (expedite language) in negotiations for a new ICA.[24]

- Eschelon filed this Complaint with the Arizona state commission.[25]

Although Qwest suggests that Eschelon could have taken other steps in CMP (*e.g.*, Oversight Committee,[26] postponement, escalation),[27] those steps are not required by the CMP Document,[28] under which they are optional.[29] A summary of the terms of the CMP

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[20] Eschelon March 21, 2006 escalation and request for dispute resolution letter to Qwest. *See* BJJ Att. A-7 at 000130-000133 (with AZ ICA provisions attached, see Exhibit BJJ A-7 at 000134-000136). Eschelon again reiterated its willingness to pay cost-based rates in a letter dated April 3, 2006. *See* BJJ Att. A-7 at 000137-000139.

[21] Exhibit BJJ Att. A-9.

[22] Exhibit BJJ A-7 at 000137.

[23] Exhibit BJJ A-7 at 000132, footnote 1.

[24] *See* CMP Document (BJJ Att. A), §15.0 (dispute resolution) states: "This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time." Section 252 negotiation and arbitration is one such regulatory or legal arena. Similarly, other provisions of the CMP Document state that they are optional, and thus CLEC is not required to use them as a prerequisite to disputing CMP actions under the CLEC's ICA or before a state commission. See, e.g., Exhibit BJJ Att. A, Section 5.5 (postponement) and Section 15.0 (ADR).

[25] Complaint, *In re. Complaint of Eschelon Telecom of Arizona, Inc. Against Qwest Corporation*, ACC Docket No. T-01051B-06-0257, T-03406A-06-0257 (April 14, 2006) ["Arizona Complaint Docket"].

[26] As the name "Oversight" suggests, Section 18.0 of the CMP Document indicates that it applies to issues raised with "using this CMP." *See* Exhibit BJJ A-9; Exhibit JM-D2. Section 18.0 of the CMP Document not only provides that it is "optional," but also that: "It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires." *Id.*

[27] Martain, p. 27, lines 6-7 & p. 32, lines 4-5.

[28] Exhibit BJJ A-9, Section 1.0 (Scope).

Document, showing additional steps are not required, is attached to the testimony of Ms. Johnson as a separate exhibit.

[29] Provisions of the CMP Document state that the procedures are optional, and thus CLEC is not required to use them as a prerequisite to disputing CMP actions under the CLEC's ICA or before a state commission. *See, e.g.*, Exhibit BJJ Att. A-9, Section 5.5 (postponement) and Section 15.0 (ADR). There is an escalation process, but it was established in CMP Redesign that it is not a prerequisite to dispute resolution. *See* October 2-3, 2001 CMP Redesign Meeting Minutes, Att. 4, pp. 35-36, Action Item #83 (separate exhibit to Johnson Rebuttal).

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT BJJ-L

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

Expedites & Escalations Overview – ~~V 5.0~~V6.0

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
- 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

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

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: 800-366-9974 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	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	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: ~~December 11, 2002~~May 27, 2003

META Tags: Expedites; Escalations

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT BJJ-M

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

Qwest Service Center and Manager Roles in Relation to CMP – Revised 06-06-02

As discussed in Section 1.0 of the Qwest Wholesale Change Management Process Document, the purpose of the Qwest Wholesale CMP is to afford Qwest and the CLECs a way of changing, retiring, or providing development input for a Qwest OSS interface, product, or process. The CMP is not a forum to resolve isolated issues or CLEC problems that do not involve a change to the way Qwest does business. The CLEC/Qwest Interconnection Agreement may contain applicable procedures and if so this document will not supercede the Interconnection Agreement. CLECs should pursue resolution of all problems of this nature through the informative materials Qwest provides to the CLECs (e.g., Qwest web sites, Product Catalogues (PCATs), and Technical Publications) and through Qwest's Service Centers and Service Managers, as described below. CLECs should contact their assigned Sales Executive when they want to submit an initial product idea, qualify a new opportunity, and ask questions regarding their contract pricing or want to negotiate contract amendments.

When a Service Manager becomes aware of an issue that should become a CMP change, he/she should contact the appropriate product manager, process specialist, and other Qwest SMEs as appropriate who will address the issue in accordance with the CMP.

- Requests for Information - If a CLEC requires information that cannot be found in the appropriate website, PCAT or Technical Publication, the CLEC should contact its Service Manager. The Service manager will contact the Sales Executive to obtain the information if necessary. If the Service Manager is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should escalate the problem through the Service Management Escalation Process (http://www.qwest.com/wholesale/clecs/exesscover.html).

- Systems Problems - If a CLEC encounters a systems problem, the CLEC should first contact the Wholesale Services Help Desk (WSHD). If the WSHD is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should invoke the escalation process detailed in the Qwest-CLEC Technical Issues Escalation document (http://www.qwest.com/wholesale/systems/generalinfo.html).

- Service Order Problems - If a CLEC encounters a problem with service orders, the CLEC should first contact the Qwest Interconnect Services Center (ISC) Help Desk. If the ISC Help Desk is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should escalate through the ISC Help Desk. If the center escalation does not resolve the problem to the CLEC's satisfaction the CLEC should contact the CLEC's designated Service Manager.

- Billing Problems – If a CLEC encounters a billing problem the CLEC should first contact its designated Qwest Billing Representative. If the Billing Representative is unable to resolve the problem or provide the requested information to the CLEC's satisfaction then the CLEC should escalate through each level of the Qwest billing management organization. Questions concerning the application of the CLEC/Qwest ICA are considered compliance issues.

- Compliance Issues – If a CLEC encounters contract compliance issues, the CLEC should contact its Service Manager. If the Service Manager is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should escalate the issue through the Service Management Escalation Process (http://www.qwest.com/wholesale/clecs/exesscover.html).

- Network Repair Problems – If a CLEC encounters a network repair problem, the CLEC should contact the Network Repair Center. If the CLEC is not satisfied with the Network Repair Center's solution the CLEC should escalate through the Network Repair Center as outlined on the Qwest Business Procedures - Maintenance and Repair Web site, http://www.qwest.com/wholesale/clecs/maintenance.html. If, after escalation, the Network Repair Center is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should contact its designated Service Manager.

- Product Information - If a CLEC requires product information that cannot be found in the appropriate website or PCAT, the CLEC should contact its designated Service Manager. If the Service Manager is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should escalate the problem through the Service Management Escalation Process (http://www.qwest.com/wholesale/clecs/exesscover.html).

- Chronic Performance Issues – If a CLEC encounters chronic poor performance from a Qwest division or employee the CLEC should contact its Service Manager. If the Service Manager is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should escalate the problem through the Service Management Escalation Process (http://www.qwest.com/wholesale/clecs/exesscover.html).

- Isolated Personnel Performance Issues - If a CLEC encounters isolated poor performance by a Qwest employee the CLEC should contact the applicable service center. If the applicable service center is unable to resolve the problem or provide the requested information to the CLEC's satisfaction the CLEC should escalate through the Service Management Escalation Process (http://www.qwest.com/wholesale/clecs/exesscover.html).

In all above instances the reporting CLEC should be prepared to discuss the specific details and examples of the issue and all informative documentation researched. Qwest will conduct a root cause analysis of the examples of the problem, and provide its analysis to the reporting CLEC in a timely manner.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
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IN THE MATTER OF THE COMPLAINT)	DOCKET NO. T-01051B-06-0257
OF ESCHELON TELECOM OF ARIZONA,)	DOCKET NO. T-03406A-06-0257
INC. AGAINST QWEST CORPORATION)	
)	

EXHIBIT BJJ-N

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

Expedites & Escalations Overview – ~~V7.0~~V8.0

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~~: R~~ are requests for an improved standard interval, Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

•Escalations~~:~~

- ~~Escalations~~ can be initiated for any issue, at anytime, and at any escalation point. Escalations can also be for
- ~~R~~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

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.~~

~~While Qwest standard intervals,~~ 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:~~identify reasonable intervals, the following are valid reasons to request an expedite:~~

- 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 ~~(Expedite)~~ field should be populated on the LSR or ASR Form and the ~~the remarks~~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 1-888-798-007287.

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 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

On LSRs, if the expedited request is approved, Qwest will return a Firm Order Confirmation (FOC) with the expedited due date. If the expedited or agreed to due date is different from what was originally submitted on the LSR, Qwest will indicate via the appropriate PIA value on the Local Request FOC form that the due date has been changed from the original request.

For ASRs, if the expedited request is approved, Qwest will return a FOC with the expedited due date.

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.

~~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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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~~ 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

	Analog/Digital, HiCap Services (e.g., DS1, DS3, Sonet, SS7, SHARP, SHNS)		
~~Minneapolis~~	~~Frame Relay~~	~~800-285-8383~~	~~800-636-8721~~

- 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: ~~**October 7, 2003**~~May 25, 2004

META Tags: Expedites; Escalations

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT BJJ-O

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

From: Johnson, Bonnie J.
Sent: Friday, March 28, 2003 2:35 PM
To: Jean Novak (Qwest) [email redacted]
Cc: Clauson, Karen L.; Johnson, Bonnie J.; Isaacs, Kimberly D.; Smith, Raymond L
Subject: Meeting Follow ups

Hi Jean,
Eschelon has reviewed the hand out material provided by Qwest at the Executive meeting. Eschelon is making the recommendation that the Qwest and Eschelon working Team review and approve the material to distributed at the Executive meetings before the meetings.

- Qwest included a disclosure "Qwest and Eschelon agree...." on all of the hand outs. Qwest never asked for Eschelon's input or if they agreed. (Discussed at the working team meeting).
- Qwest describes "benchmarks and measurements". Eschelon does not agree that there are any benchmarks or measurements in the working team root cause analysis efforts.
- Qwest did not include any descriptive footnotes on the detail such as; (CNR hand out) Qwest stopped providing SBN, order number and CKT ID information on the jeopardy notices with a new process. Consequently, Eschelon was unable to keep the order moving through an internal system and experienced a high number of CNR's. When Qwest changed the process to once again include the information needed by Eschelon on the jeopardy notice, Eschelon reduced the number of CNR's by over 60% in 60 days. Or, (CEMR handout) Eschelon is one of the highest CEMR usage CLECs in Qwest Wholesale. Eschelon is not required to use CEMR.
- Qwest distributed one hand out for NTF that shows total tickets for February 2003 are 952. Qwest distributed another hand out for CEMR which shows total tickets for February 2003 are 1428. What is the difference? It is not footnoted.
- Qwest distributed a hand out for "No trouble". The working team did not look at test OK or found OK yet this was included in the data. Qwest and Eschelon analysis and efforts covered NTF's only.
- You and I discussed the escalation tickets but agreed that we would communicate that the project was just getting underway and identify categories at a high level. Providing details on escalation tickets was premature. For instance take the first category of "Service Orders". The hand out indicates 202 "status on pending" calls. Qwest communicated to Eschelon that when Eschelon calls to have a service order corrected after we look at the PSON that Qwest codes the ticket "status on pending". Potentially Eschelon could have had to call Qwest 202 times to correct a Qwest service order error but this hand out does not represent that. We should not provide numbers until the analysis is complete.

Eschelon wants to make certain that the information communicated at the Executive level is a clear representation of the challenges, successes and efforts of our working teams. Working together to create the information we are presenting will benefit both Qwest and Eschelon.

Thanks,

Bonnie Johnson
Sr. Manager ILEC Relations
Eschelon Telecom, Inc.
[contact information redacted]

BEFORE THE ARIZONA CORPORATION COMMISSION

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JEFF HATCH-MILLER, Chairman
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IN THE MATTER OF THE COMPLAINT)	DOCKET NO. T-01051B-06-0257
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INC. AGAINST QWEST CORPORATION)	
)	

EXHIBIT BJJ-P

TO THE

REBUTTAL TESTIMONY

OF

BONNIE J. JOHNSON

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

SUMMARY, CMP DOCUMENT DISPUTE RESOLUTION PROCEDURES AND QWEST RESPONSES TO MULTIPLE CLEC PARTICIPATION

I. CMP DOCUMENT DISPUTE RESOLUTION

The dispute resolution section of the CMP Document sets forth certain terms that a CLEC may pursue if the CLEC "does not agree with Qwest's reply or a CR [change request] is rejected."[1] Although the CMP Document provides that Qwest may also use the dispute resolution procedures, such a circumstance will "probably never"[2] occur because Qwest determines whether notifications are implemented and change requests are completed or denied.[3]

The dispute resolution process of the CMP Document (Section 15) states that: "In the event that an impasse issue develops, **a party** may pursue the dispute resolution processes set forth below" (emphasis added). Those dispute resolution processes include the following:[4] (i) "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." (emphasis added); (2) "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." Importantly, the dispute resolution process includes this express provision: "This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time." Therefore, the term "may" in the earlier provision is clearly permissive, and a CLEC may choose not to use the CMP Document's dispute resolution procedures and may seek other remedies, including, but not limited to, raising issues through Section 252 arbitration. Both the dispute resolution process of CMP and the typical state commission complaint case allow for a single CLEC to dispute an issue with Qwest, as well as CLECs to intervene in, or jointly bring, disputes against Qwest. The highlighted (bolded) language in the quoted language above shows that the CMP dispute resolution process refers to Qwest and one CLEC (in the singular) pursuing remedies. There is no basis for

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[1] See Johnson (BJJ) I (October 2-3, 2001 CMP Redesign Meeting Minutes, Att. 4, p. 34, Action Item #72). Meeting Minutes available on Qwest's website, *see*,

http://www.qwest.com/wholesale/downloads/2001/011114/CMP_Redesign_Meeting_October_2_3_Final_Minutes.doc

[2] When asked in CMP why Qwest would ever invoke the dispute resolution process, Qwest could not "think of anything" but wanted to "leave it in anyway." Exhibit BJJ-I (October 2-3, 2001 CMP Redesign Meeting Minutes, Att. 4, p. 36, Action Item #86). The issue was closed with the notation to "keep in mind that Qwest will probably never use it." *Id.*

[3] For system changes, although there is ranking, Qwest determines the amount of resources that it will devote, which ultimately limits the number or size of changes that can be made.

[4] BJJ-9 Section 15 (Dispute Resolution) also sets forth the process for identifying a dispute in CMP and the format and content of these notices, and timeframes.

Qwest's recent statement in an ICA arbitration that disagreements should[5] be addressed at the state commission only in proceedings involving all CLEC CMP participants.[6]

In addition to Section 15.0, there are additional optional procedures under the CMP Document. There is an Oversight Committee process but it is for "issues with this CMP."[7] There is also an escalation process, but it was established in CMP Redesign that it is not a prerequisite to dispute resolution.[8] The CMP Document has an option to seek a postponement;[9] however, it offers very little protection to CLECs. First, the decision of whether to grant a CLEC's request for postponement of a change is left solely up to Qwest.[10] Second, even if Qwest grants a postponement, that postponement may be for as few as thirty days.[11] This means that, if a CLEC needs to prevent a change from going into effect, it may have only thirty days in which to bring a complaint in each state in which Qwest intends to make the change and secure at least a preliminary ruling preventing Qwest from going forward with the change. More importantly, in a case such as this one -- in which the ICA contains expedite terms and the CMP Document states that the ICA terms control -- it should be unnecessary for CLEC to seek postponement, because Qwest should follow the ICA terms.

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[5] Qwest-Eschelon MN ICA Arbitration, Albersheim MN Direct, p. 27, lines 18. Once again, Ms. Albersheim's use of "should" suggests that, while Qwest may claim that a multiple CLEC arbitration "should" be permitted, it recognizes that it is not, in fact, required.

[6] In addition, all CLEC CMP participants may not be certified in a particular state, may not be affected by an issue, or may not have the resources to pursue regulatory relief.

[7] As the name "Oversight" suggests, Section 18.0 of the CMP Document indicates that it applies to issues raised with "using this CMP." *See* Exhibit BJJ A-9; Exhibit JM-D2. Section 18.0 of the CMP Document not only provides that it is "optional," but also that: "It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires." *Id.*

[8] Exhibit BJJ-I (October 2-3, 2001 CMP Redesign Meeting Minutes, Att. 4, pp. 35-36, Action Item #83). Meeting Minutes available on Qwest's website, *see*,

http://www.qwest.com/wholesale/downloads/2001/011114/CMP_Redesign_Meeting_October_2_3_Final_Minutes.doc

[9] A CLEC "may" make an optional postponement request (Section 5.5.2.1.1 of the Qwest CMP Document, Exhibit BJJ A-9), but whether it does so does not affect the CLEC's right to "seek remedies in a legal or regulatory arena at any time" (Section 15.0 of the Qwest CMP Document, Exhibit BJJ A-9).

[10] *See* Sections 5.5.3.2 and 5.5.3.3 of the Qwest CMP Document (Exhibit BJJ A-9).

[11] Qwest CMP Document (Exhibit BJJ A-9), Section 5.5.3.2.

II. QWEST RESPONSES TO MULTIPLE CLEC PARTICIPATION

Ms. Martain testifies that Eschelon's dispute "was not made as part of the CMP process."[12] In the case of this Eschelon Complaint, however, Eschelon's dispute resolution letter expressly identified Qwest's Version 27 and Version 30 Expedite PCAT CMP changes as subject to the dispute resolution.[13] To the extent that Qwest is suggesting that a dispute resolution has to involve multiple CLECs to be part of CMP (as it suggested in the Minnesota Qwest-Eschelon arbitration), that is not required by the CMP Document, and it is inconsistent with Qwest's previous responses to Eschelon requests to involve other CLECs in resolution of issues.

Qwest rejected two opportunities for input from all interested carriers in the new ICA negotiations as well as in CMP. First, Eschelon asked Qwest to agree to coordination and participation of other CLECs in these ICA negotiations, but Qwest said no.[14] Second, Eschelon asked Qwest to use CMP to allow CLECs to have input into development of its new template ICA and for Qwest to provide status information to CLECs about the template ICA, but Qwest also flatly rejected the offer, indicating that "this is not a CMP issue."[15] Both of these offers show that Eschelon welcomed multiple CLEC participation. In contrast, despite Qwest's recent claims in the arbitrations of concern about other CLECs, Qwest would not agree to participation of other CLECs regardless of the context – negotiation, arbitration, or CMP.

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[12] Martain, p 27 line 12; *see also id.* p. 27, lines 15-17 (claiming that Eschelon did not choose to use the CMP dispute resolution process).

[13] Exhibit BJJ A-7 at 000137 (April 3, 2006 dispute resolution letter) (with the subject line identifying the Joint McLeod-Eschelon Escalation of Version 27 changes and Eschelon's 11/305 objections to Version 30 changes as subjects of the dispute resolution).

[14] *See, e.g,* Qwest-Eschelon letter exchange dated Sept. 23, 2003, Oct. 9, 2003, Oct. 17, 2003 (attached).

[15] Qwest Feb. 4, 2003 email (attached).

-----Original Message-----
From: Novak, Jean [mailto:jlnovak@qwest.com]
Sent: Tuesday, February 04, 2003 2:26 PM
To: Clauson, Karen L.
Cc: Hanser, Paul H.; Miles, Linda; Kelly Cameron; Schultz, Judy
Subject: RE: input into template proposed interconnection agreement proces s

Karen, this is not a CMP issue, I will take this. thanks, jean

From: Clauson, Karen L.
Sent: Tuesday, February 04, 2003 2:24 PM
To: 'Novak, Jean'; 'Judith Schultz'
Cc: Hanser, Paul H.; 'Linda Miles'; 'Kelly Cameron'
Subject: input into template proposed interconnection agreement process

I'm not sure to whom at Qwest to direct this request, so I am starting with you, Jean and Judy. (I have already asked Linda Miles, and she wasn't the one.) Please provide this to the appropriate personnel at Qwest (including those working on the template) who can respond to this request, if not you.

This email relates to a template interconnection agreement that Qwest is preparing. (Contract negotiator Linda Miles of Qwest has described that template process to us and may describe it to you as well, if you are unfamiliar with it.) Eschelon understands that generally Qwest may make whatever proposal it chooses in negotiations and, if the parties disagree, they will arbitrate. Not as a legal but as a practical matter, though, if Qwest could voluntarily incorporate input from CLECs into the form of the template, the process should be more efficient for everyone. If Qwest wants to obtain a new generation of interconnection agreements with CLECs, it seems to be in Qwest's interest to help simplify the process. The more information Qwest provides with the template, the simpler the process.

As background, in response to inquiries by Eschelon, Linda Miles had initially said that she thought Qwest was working on a comparison document that would show the differences, by state, in the various SGATs. This would have been helpful to Eschelon, which was not an active participant in the development of those SGATs. Other CLECs in the same position would also benefit from such a comparison. During Eschelon's last conversation with Linda, she said that she had learned that Qwest was NOT creating a comparison. Instead, Qwest is creating a template proposed agreement based on at least one SGAT(s). Linda said that the template may highlight some state-specific differences in the SGATs, but it wasn't clear to us whether it would highlight them all. Eschelon does not know the differences, because it wasn't able to participate in the proceedings. Linda said that she had anticipated that the template would be available by the end of 1st quarter but now thought it would be later.

Eschelon requests that Qwest provide source information (through footnotes or redlining, etc.) in the template agreement that Qwest is in the process of preparing for interconnection agreement negotiations. If Qwest indicates which SGAT sections are pulled from, for example, every CLEC will not need to independently search for a piece of information that is already known to Qwest. Early on, Eschelon had asked Qwest to use Eschelon's existing contract (the AT&T contract) as a base for negotiations. Qwest insisted on using the SGAT instead. If Qwest is only willing to negotiate from that document, with which it has the most familiarity, it seems fair that Qwest provide its template in a user-friendly format that helps address the difference in knowledge level about the content. Identifying where the sections come from (whether negotiated as part of a 271 workshop in an identified state or ordered in a specified commission order) will help eliminate questions.

In the past, Eschelon found that, if one state ruled in the CLECs favor on an issue, Qwest did not necessarily bring that into the interconnection agreement discussions. Generally, in the

previous Qwest language, from Eschelon's perspective, Qwest took more of a lowest common denominator approach (including only what was ordered by every state, or ordered in some states to Qwest's advantage, but NOT including things favorable to CLECs but only ordered in certain states). **Eschelon requests that the latter category of language also be included in the template, at least for the state(s) in which Qwest has been ordered to offer it.** For example, Washington apparently made a ruling relating to the build issue that is reflected in the WA SGAT but not other SGATs. (For purposes of this example, we're assuming the language was favorable to CLECs and not desired by Qwest.) Will the template include the WA build language (identifying it as state-specific for WA), or will each CLEC have to review every SGAT to find such differences? If Qwest is willing to offer it in only certain states, the template can say so.

Eschelon also asks that Qwest update CLECs as to the status of the template and when available (through CMP meetings or otherwise). More information about the template would be beneficial to CLECs as they decide how to approach obtaining the next generation of interconnection issues. This will also be beneficial to Qwest to help it avoid the same requests about the template from multiple CLECs when the template becomes available.

Negotiations should proceed more quickly if the Parties understand Qwest's proposal and where the language comes from. Please let us know if Qwest will incorporate this feedback into its template development. If CLECs could receive more information about the template, they may have other helpful suggestions to make the negotiation process more efficient for all. I'll share this request with other CLECs in case they have anything to add to it. Thanks,

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

Qwest.
Spirit of Service

Larry Christensen
Director – Interconnection Agreements
1801 California, Room 2430
Denver, CO 80202
303-896-4686
larry.christensen@qwest.com

October 17, 2003

By email & Certified Mail
Karen Clauson
Sr. Director of Interconnection
730 Second Ave South Suite 1200
Minneapolis, MN 55402

Dear Ms. Clauson:

I am in receipt of your October 9, 2003 letter concerning the implementation of changes in law related to the Triennial Review Order ("TRO") and other issues relating to the negotiation of interconnection agreements.

I understand from your letter that Eschelon wishes further clarification of our waiver proposal of the 30-day negotiation period under section 7.3 of the Colorado interconnection agreement between the parties. Toward that end, I hope this letter provides you with the information you need.

The purpose for which Qwest is seeking the waiver of the 30-day negotiation period is in order to have enough time to interpret, design and develop contract language and processes that will implement the TRO in an efficient manner and yet have time to negotiate the Amendment to comply with the changes of law. As my previous letter indicated, Qwest is working diligently toward having a contract amendment proposal relating to TRO changes available in the very near future. Given the scope of the changes to the law and to Qwest's internal processes, it was not possible to commit to providing and negotiating a comprehensive proposal to CLECs in the 30-day negotiation period for changes of law that some Interconnection Agreements dictate. Qwest sent the waiver request with the hope that it would prevent having to address piecemeal proposals or to make proposals that were not fully formed and thought through. Under the process contemplated by Qwest, Qwest will provide proposed contract language in the next few weeks to all CLECs. Negotiations of the Amendment would take place between Qwest and Eschelon's designated contract negotiators. The negotiations would not extend beyond the negotiation time limits set forth in section 252(b) of the Telecommunication Act, i.e., 135-160 days from the effective date of the TRO (October 2) unless jointly agreed to by both parties. After 135 days of negotiation, either party may request resolution pursuant to the individual interconnection agreement provisions. Qwest believes that this is consistent with the FCC's instructions in the TRO itself to use section 252(b) of the Act as a default negotiation timetable (see TRO paragraph 703-704) and with the section 251 obligation to negotiate in good faith. In the case of a party not agreeing to a waiver of the 30-day or other applicable deadline in its interconnection agreement, Qwest will abide by the deadlines imposed by such agreement. As a practical matter, however, Qwest does not believe that this would materially affect how fast the interconnection agreement changes would be finalized and, indeed, could result in the matter being tied up in non-productive dispute resolution proceedings. I hope this adequately explains Qwest's contemplated process of TRO Amendment implementation.

Eschelon also addressed a number of issues in your letter to the interconnection agreement negotiations generally. I have tried to address each one below:

First, regarding Eschelon's question about whether Qwest was proposing to roll together the Colorado negotiations and the TRO change negotiations and extend the negotiations window to March 10, 2004, that was not part of Qwest's proposal; and Qwest does not agree to do so. Because of the timeframe of negotiations in Colorado, Qwest believes it would be most appropriate to amend the agreement with TRO language upon its execution. As you know, many of Eschelon's interconnection agreements have long ago expired and have been on a month-to-month basis ever since; it is Qwest's priority to renegotiate these old agreements so that we can bring a good framework to our business relationship. We should be able to include TRO language in the Washington and Minnesota agreements because of the timing of those negotiating windows. The October 2 letter was not intended to change any agreement negotiations timeframe.

Second, Eschelon has asked Qwest to reveal names of other CLEC parties that are re-negotiating or renewing their interconnection agreements. Qwest considers this information to be confidential. If Eschelon wishes to coordinate its positions with other CLECs that is Eschelon's prerogative, as long as it does not violate any non-disclosure agreement. For its part, Qwest will not facilitate those communications.

Finally, your letter raised several issues concerning the coordination of the negotiation process and initiating contact with Linda Miles. Qwest provided its multi-state template proposal to Eschelon just prior to the commencement of the negotiation window in Colorado. It was only natural that we would wait to hear from Eschelon concerning its interest in that proposal or to continue negotiating from the SGATs. I understand that you have since been in contact with Linda on the scheduling of the negotiations and are reviewing Qwest's contract template for negotiation, so I hope these issues are now settled. In any event, the negotiation process is governed by the duties and timelines set forth in sections 251 and 252 of the Act, and it is each party's obligation to follow them. Qwest is happy to entertain proposals concerning a multi-state negotiation, but barring a written understanding, we will continue to treat each state negotiation on a separate track and timeline based on the written communications initiating those negotiations.

I hope this information has been useful.

L T Christensen

cc: Linda Miles
Jean Novak
Blair Rosenthal

October 9, 2003

By email & U.S. mail
Larry Christensen
Director – Interconnection Agreements
1801 California, Room 2430
Denver, CO 80202

Re: Triennial Review Order and Interconnection Agreement Negotiations; Commencement of Negotiations in Minnesota

Dear Mr. Christensen:

Eschelon received your letters dated October 2, 2003 and October 7, 2003, and will respond to both in this letter.

Triennial Review Order & Qwest Waiver Request

In your October 2, 2003 letter, Qwest requests a waiver of the 30-day time period in Part A, Section 7.3 of the Qwest-Eschelon Colorado Interconnection Agreement ("ICA"). Before Eschelon will be in a position to respond, Eschelon needs two items from Qwest: (1) a copy of Qwest's proposed "Triennial Review Order Amendment" mentioned in the second to last paragraph of your letter; and (2) clarification of Qwest's position as to the ICA negotiations and the affect of the waiver. With respect to the first item, we have requested a copy from our Qwest Service Manager. The second item is discussed in the next paragraph. For both items, we need a prompt response, given the short time frame involved.

With respect to the second item, Qwest's letters of October 2, 2003 and October 7, 2003 appear contradictory. In your October 2nd letter, Qwest does not recognize that any ICA negotiations have commenced. Qwest states that it will contact Eschelon "after Qwest develops a proposed amendment covering ***all*** the new requirements of the Order" to "initiate" negotiations. *See* 10/2/03 Letter (emphasis added). In contrast, in your October 7th letter, Qwest claims that it commenced negotiations in Colorado on August 4, 2003 and wants to commence negotiations effective October 7, 2003 in Washington. Qwest also states that Qwest is working on Triennial Review proposals "on those ***parts*** of the Triennial Review Order that can be implemented as part of the negotiations." *See* 10/7/03 Letter (emphasis added). Please clarify Qwest's proposal.

In your October 2nd letter, Qwest also states: "Under this waiver, Qwest anticipates the Parties will meet their change of law obligations prior to March 10, 2004." It appears that Qwest may be indicating that, if Eschelon agrees to waive the 30-day time

period in Part A, Section 7.3 of the Qwest-Eschelon Colorado ICA, Qwest will agree to extend its proposed negotiation time frame for Colorado from an end date of December 17, 2003 (per Qwest's August 4, 2003 letter) to March 10, 2004 (per Qwest's October 2, 2003 letter). If the Parties can agree on issues before then, they may implement them earlier, but if not, they may negotiate up to March 10, 2004. Is this Qwest's proposal? If so, Eschelon may be able to agree to this. Naturally, we want to understand the proposal before committing to it.

With respect to your October 2, 2003 letter, as well as any future communications from Qwest, please note that Eschelon does not provide consent by silence. If you want an agreement with Eschelon, you need to reach the appropriate personnel at Eschelon and receive an affirmative response. The following sentence in your letter has no legal effect: "If you do not notify me to reject this waiver or otherwise initiate a negotiations request by October 13, it will be Qwest's understanding and expectation that you have agreed to waive the start date of the negotiation period." Qwest has no legal authority to act unilaterally based on silence, and Eschelon does not agree to your doing so (regardless of whether Qwest sets an arbitrary and meaningless deadline for receiving a response) in this or any other matter. The understanding stated in your letter is incorrect. We are willing to discuss a waiver, but we need additional information, as described in this letter, before agreeing on that approach.

ICA Negotiations Generally

Qwest makes a number of additional points in your October 7, 2003 letter. Although it purports to be a response to my September 23, 2003 letter, Qwest does not respond to the single question that Eschelon posed at that time. Eschelon asked Qwest to "reserve a block of time in late October" for negotiations and to "let me know what dates work for you." Your letter is silent on this issue, and Qwest has not otherwise responded to this request. Eschelon would appreciate a response to its express request for dates from Qwest for ICA negotiations.

In the first paragraph of Qwest's October 7, 2003 letter, it appears that Qwest missed the point Eschelon made in its letter. Qwest notified Eschelon that it was "commencing" negotiations but did nothing to facilitate negotiations or suggest how they should proceed. Instead, Qwest placed the burden on Eschelon to initiate contact with Qwest. Telling a party that you are commencing negotiations by asking them to commence the discussions provides no guidance on how you would like to proceed. In the absence of such guidance, Eschelon has put a lot of time and effort in to the approach that it has deemed best. Eschelon's point, therefore, is that Qwest should show some flexibility in adopting Eschelon's approach, given that Qwest left the task to Eschelon.

In the second paragraph of Qwest's October 7, 2003 letter, Qwest states that it "has initiated negotiations under Section 252 with other CLECs." Eschelon suggested coordinating with other parties on common issues. For example, as you may know,

AT&T and MCI negotiated many issues jointly in the first round of negotiations/arbitrations with Qwest. To do so, we would need to know with which CLECs Qwest is currently negotiating. We do not believe this information is confidential. If Qwest disagrees, however, please ask the CLECs if they have any objection to your disclosing this information and let us know. Or, please ask them to contact me directly.

The third paragraph of Qwest's October 7, 2003 letter is discussed above. Additionally, Qwest refers to its "multi-state template." As indicated in my October 6, 2003 email to Linda Miles: "We reviewed the template in several ways, including doing comparisons with the SGAT and inserting the state-specific language to identify the state differences. In the end, we found it pretty confusing, because we weren't sure what all changed, and we didn't know why things did change. So, as I indicated in my earlier note, we are using a combination of sources, including primarily the CO SGAT, the CO AT&T-Qwest ICA, and the Eschelon-Qwest negotiated language to date." Please be sure to provide your proposed language in a manner that allows for easy identification of the issues. We are not working from the multi-state template, and Qwest should not impose the burden on CLECs to identify where Qwest is proposing changes.

In the fourth paragraph of Qwest's October 7, 2003 letter, Qwest again asks us to contact Linda Miles to set up a negotiations meeting as though the burden belongs solely to Eschelon. Eschelon's email of September 22, 2003 (which was also sent to you by letter dated September 23, 2003) was also addressed to Linda Miles. As discussed, Eschelon asked Qwest to "reserve a block of time in late October" for negotiations and to "let me know what dates work for you." The ball for setting up negotiations is in Qwest's court. You indicated in your letter that Qwest will require some time to review Eschelon's redline before responding. Eschelon asks Qwest to remember that this works both ways. Although Qwest was intimately familiar with its own SGATs (unlike Eschelon, which could not participate in the SGAT proceedings), Qwest took approximately six months to develop its multi-state template based on the SGATs. In contrast, Eschelon has had a very short time to review that template, determine that it does not meet our needs, and begin to respond with our own proposals. Both Parties will need to allow the other party the time needed to address the issues.

In the final paragraph of Qwest's October 7, 2003 letter, Qwest sets forth its proposal for negotiations in other states. Eschelon will have input into that issue as well, particularly as Eschelon believes that it is the CLEC (not the ILEC) which may initiate negotiations under Section 252 of the Act. ***With this letter and pursuant to Section 252, Eschelon notifies Qwest that Eschelon is initiating negotiations in the state of Minnesota effective October 9, 2003***. To the extent that Qwest now desires to negotiate multiple states at once, Qwest should propose a schedule which reasonably reflects that desire. Obviously, the Parties cannot address all of our states, for example, by mid-December. Eschelon is open to discussing this issue at the first negotiations session. Qwest needs to respond to Eschelon's September 22, 2003 request for proposed dates for

negotiation sessions. As discussed in the previous paragraph, Eschelon anticipates that the actual dates of the negotiation and arbitration time periods will depend on the time needed by the Parties to address the issues and the progress being made in negotiations.

Please call me if you have questions.

Sincerely,

Karen L. Clauson

Karen L. Clauson
Sr. Director of Interconnection

cc: Linda Miles, Qwest (by email)
Jean Novak, Qwest (by email)
J. Jeffery Oxley, Eschelon
Dennis Ahlers, Eschelon
Bonnie Johnson, Eschelon

eschelon℠ telecom, inc.

September 23, 2003

By email and U.S. Mail

Mr. Larry Christensen
Director – Interconnection Agreements
Qwest
1801 California, Room 2430
Denver, CO 80202

Re: Interconnection Negotiations

Dear Mr. Christensen:

Eschelon received your letter initiating the negotiations time frame for Colorado and indicating that Qwest asks to commence negotiations. Since then, Qwest has not commenced anything. Therefore, Eschelon is proceeding with putting together its proposed language and an initial issues list. Eschelon is including, for example, the language from Sections 7 and 8 that the parties have negotiated to date and identifying open issues. We are also reviewing the ICA, CO SGAT, AT&T negotiations language, amendments, etc., for proposed language. Eschelon does not know what Qwest meant when it said in its letter that it plans to include language regarding the Triennial Review Order, given that the proceedings will still be pending. The AT&T ICA includes paragraph 2.2.1. Eschelon is willing to agree to the language of 2.2.1 as well.

Eschelon did not know that Qwest had intended to start the time frame. The last discussions we had with Linda Miles were that Qwest was working on a 14-state template and that discussions would resume after that date. Qwest did not initiate the time clock previously, and the discussions took place over many months. Please let us know if Qwest has initiated the time frame for other CLECs as well. Perhaps there can be some resource savings in coordinating with others on common issues. In any event, we will do the best we can in working this in with the other commitments that exist for the same time period and will get a draft to you when we can.

Please reserve a block of time in late October. Depending on when you get the draft and how much time you need, we may even be able to start earlier. But, we should at least

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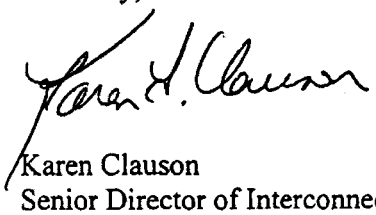
get some time set aside in the end of October for talks. Let me know what dates work for you. Once we've talked, we can then schedule more time in November and December as needed. Thanks,

Sincerely,



Karen Clauson
Senior Director of Interconnection
Eschelon Telecom, Inc.
612.436.6026

cc: Linda Miles (by email)

BEFORE THE ARIZONA CORPORATION COMMISSION

EXHIBIT
E-3
admitted

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MARC SPITZER
MIKE GLEASON
KRISTIN K. MAYES

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

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INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is James D. Webber and my business address is: 4515 Barr Creek Lane, Naperville, Illinois 60564.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by QSI Consulting as a senior consultant within the firm's Telecommunication Division. QSI is a privately held consulting firm that provides consulting services to a diverse group of clients within the regulated utility industries including, for example, competitive local exchange carriers, ("CLECs"), long distance carriers and energy service providers.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I earned both a Bachelor of Science degree in Economics (1990) and a Master of Science degree in Economics (1993) from Illinois State University. I have approximately 12 years of experience in the regulated utility industries, with the last 10 years specifically focused on competitive issues within the telecommunication industry.

Prior to accepting my current position with QSI Consulting, Inc., I was employed by ATX/CoreComm as the Director of External Affairs. In that capacity, my responsibilities included: management and negotiation of interconnection

agreements and other contracts with other telecommunications carriers; management and resolution of operational impediments (including, for example, the unavailability of shared transport for purposes of intraLATA toll traffic or continual problems associated with failed hot cut processes) arising from relationships with other carriers; management of financial disputes with other carriers; design and implementation of cost minimizations initiatives; design and implementation of legal and regulatory strategies; and, management of the company's tariff and regulatory compliance filings. I was also involved in the company's business modeling as it pertained to the use of Resale services, UNE-Loops and UNE-P.

Before joining CoreComm, I was employed by AT&T from November 1997 to October 2000 where I held positions within the company's Local Services and Access Management organization and its Law and Government Affairs organization. As a District Manager within the Local Services and Access Management organization I had responsibilities over local interconnection and billing assurance. Prior to that position, I had served as a District Manager – Law and Government Affairs where I was responsible for implementing AT&T's policy initiatives at the state level.

Prior to joining AT&T, I was employed (July 1996 to November 1997) as a Senior Consultant with Competitive Strategies Group, Ltd. ("CSG"), a Chicago-based consulting firm that specialized in competitive issues in the telecommunications industry. While working for CSG, I provided expert consulting services to a diverse group of clients, including telecommunications carriers and financial services firms.

From 1994 to 1996, I was employed by the Illinois Commerce Commission ("ICC") where I served as an economic analyst and, ultimately, as manager of the Telecommunications Division's Rates Section. In addition to my supervisory responsibilities, I worked closely with the ICC's engineering department to review Local Exchange Carriers' – and to a lesser extent Interexchange Carriers' ("IXCs") and Competitive Local Exchange Carriers' -- tariffed and contractual offerings as well as the supporting cost, imputation and aggregate revenue data.

From 1992 to 1994, I was employed by the Illinois Department of Energy and Natural Resources where I was responsible for modeling electricity and natural gas consumption and analyzing the potential for demand side management programs to offset growth in the demand for, and consumption of, energy. In addition, I was responsible for analyzing policy options regarding Illinois' compliance with environmental legislation.

A more detailed discussion of my educational and professional experience can be found in Attachment A, attached to this testimony.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?

A. No, I have not. However, I have testified in numerous proceedings in other states, as reflected in my CV provided as Attachment A to this testimony.

1 **Q. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?**

2 A. This testimony was prepared on behalf of Eschelon Telecom of Arizona, Inc. ("Eschelon" or
3 "Eschelon Arizona").

4

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

6 A. I will describe the Interconnection Agreement ("ICA") that exists between Eschelon and
7 Qwest and demonstrate that the ICA prohibits Qwest's recent, unilateral policy decision that
8 the Company will deny Eschelon's requests for expedited service delivery on a going-
9 forward basis. I will briefly describe the expedite request process that has existed between
10 Eschelon and Qwest since 2000 and describe why that process is the process "mutually
11 developed" by the parties consistent with the ICA.[1] I will also discuss the ICA Amendment
12 that Qwest has recently demanded Eschelon sign in order to receive expedited service
13 delivery on a going-forward basis. Additionally, my testimony will demonstrate that Qwest's
14 $200 per day additional fee is neither (a) cost based as required by the FCC's UNE pricing
15 rules or (b) appropriate for adoption through the Change Management Process ("CMP") - the
16 means by which Qwest has attempted to implement its new policy and rates.

17 I explain that Qwest charges CLECs a fee for emergency expedites of loop
18 orders and charges no such fee to its retail customers. I explain that Qwest's excuse
19 for such different treatment – that Qwest does not sell loops to retail customers and
20 therefore there is no "retail analogue" for the unbundled loop – is fatally flawed.
21 Although the specific issue presented in this case concerns the terms and conditions
22 under which Qwest provides expedited service delivery, the implications of Qwest's

[1] *See* ICA Att. 5, §§ 3.3.3.12, BJJ Attachment A-7 at Document No. 000134.

1 "no retail analogue" position go far beyond that issue. If Qwest is free to provide
2 expedited service delivery to it retail customers based on a more favorable set of
3 terms than it provides for Eschelon on the theory that the unbundled loop purchased
4 by Eschelon has no "retail analogue," then it will be similarly free to impose a whole
5 array of discriminatory terms with respect to provisioning of unbundled loops on a
6 going-forward basis. Qwest could, consistent with its theory, provide repair and
7 maintenance services for loops on less favorable terms than are available to Qwest's
8 retail customers, ensuring that the repair service offered to Qwest's retail customers
9 would always be superior to the repair service that Eschelon is able to offer. Qwest
10 could, consistent with its theory, provide a five day standard interval for retail service,
11 but a ten day standard interval for loop orders, thus ensuring that Eschelon could
12 never deliver service to its customers as quickly as Qwest delivers service to its
13 customers. In my testimony, I explain why Qwest's argument that the concept of
14 parity does not apply is fundamentally flawed and inconsistent with the law that
15 requires Qwest to provide Eschelon with a meaningful opportunity to compete.
16 Equally flawed is Qwest's apparent position that cost-based, Commission
17 approved rates are unnecessary regarding the capability to expedite UNE-Loop
18 orders. Finally, I will show that Qwest's proposed Amendment, whatever may be the
19 Company's supporting rationale, and its new expedite policy diminishes the
20 Commission's authority over rates and will serve to effectuate unreasonable
21 discrimination against facilities-based carriers like Eschelon in favor of Qwest's
22 retail, resale and QPP customers.

While many of the opinions expressed in this testimony rely upon my understanding and interpretation of issues raised within the context of state and federal rules and regulation, the Parties interconnection Agreement and various tariff provisions, my testimony is not intended to represent a legal opinion. Rather, this testimony reflects my opinions which are based upon my experience within the telecommunications industry.

Q. MS. BONNIE JOHNSON IS ALSO FILING TESTIMONY ON BEHALF OF ESCHELON IN THIS PROCEEDING. HOW DOES YOUR TESTIMONY RELATE TO MS. JOHNSON'S?

A. Ms. Johnson is intimately familiar with Qwest's CMP and with the history of the Qwest expedite process. Ms. Johnson is also familiar with Eschelon's internal ordering and provisioning processes, including the details related to those expedite orders recently denied by Qwest. As such, I will rely upon Ms. Johnson and the factual foundation found in her testimony to support several of the more contractual and policy-related issues addressed in my testimony.

SECTION 1: THE PARTIES' ICA AND THIS COMMISSION GOVERN THE EXPEDITE PROCESSES TO BE USED BY THE PARTIES

Q. DOES THE EXISTING ICA BETWEEN ESCHELON AND QWEST INCLUDE LANGUAGE RELATED TO HOW THE TWO PARTIES WILL HANDLE REQUESTS FOR EXPEDITED SERVICE DELIVERY?

A. Yes, it does. For example, the following excerpt from the parties existing ICA most directly addresses requests for expedited service delivery:

> **3.2.2 Service Migrations and New Customer Additions**
>
> 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.
>
> 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.[2]

Q. THE LANGUAGE ABOVE SUGGESTS THAT THE PARTIES WILL MUTUALLY DEVELOP PROCEDURES TO BE APPLIED IN EXPEDITE SITUATIONS. HAVE THOSE PROCEEDURES BEEN DEVELOPED AND UTILIZED OVER THE YEARS?

A. Yes. It's my understanding that since 2000 Qwest and Eschelon have worked under mutually agreeable terms and conditions that have afforded Eschelon the capability to obtain repairs and to expedite orders for UNE-Loops. In fact, "emergency" conditions have been defined wherein Qwest would, under such circumstances, expedite service delivery requests without additional charges beyond those normally assessed relative to provisioning a UNE loop (as defined in the following excerpt).[3]

> **Expedites Requiring Approval**

---

[2] *See* ICA Att. 5, BJJ Attachment A-7 at Document No. 000134.

[3] See, for example, v22.0 of the PCAT's Expedites & Escalations Overview included in Attachment A-3 to Ms. Johnson's testimony.

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[4]

As described in Ms. Johnson's testimony, Qwest and Eschelon worked under the mutually agreeable expedite process for approximately 6 years, Eschelon had the capability to expedite UNE Loop orders during that time, and Qwest completed expedites for unbundled loop products for Eschelon consistent with these terms.[5] However, Qwest has recently begun to deny Eschelon's requests for expedited UNE loop orders, even where the emergency conditions are met. Qwest denies such expedite requests based on its claim that the *emergency-based Expedites Requiring Approval* process has been replaced by a separate, fee-added expedite process developed by Qwest in CMP (*i.e.*, the *fee-added Pre-Approval Expedite* process).

---

[4] *See, e.g.*, Attachment A-3 at Document No. 00069 (V22.0) & Attachment A-4 at Document No. 000081 (V27.0); *see also* Attachment A-1 at Document No. 000017 (V8.0).

[5] See various examples provided by Ms. Johnson in Attachment D to her testimony.

Q. IN ITS ANSWER TO ESCHELON'S COMPLAINT, QWEST ARGUES THAT IT HAS REPLACED THE *EXPEDITES REQUIRING APPROVAL* PROCESS. IS THAT CONSISTENT WITH DOCUMENTATION PROVIDED BY QWEST PREVIOUSLY?

A. No. Qwest's own documentation (and documentation provided to CLECs via the CMP) makes clear that Qwest, when developing the fee-added "Pre-Approved Expedites" section of the process, was adding an additional option through which CLECs could expedite orders in cases where the emergency circumstances discussed above did not apply. That is, if the CLEC was willing to pay an additional $200 per day fee, it did not have to demonstrate that the emergency conditions were met.

Q. PLEASE IDENTIFY THE DOCUMENTATION TO WHICH YOU REFER.

A. As described more fully in Ms. Johnson's testimony, Qwest responded through the CMP to a comment by Eschelon regarding certain changes to the expedite process on July 15, 2004 in which the Company stated:

> 3. If a CLEC chooses not to sign the amendment and pay the approved rates, this will not impact resources. For Qwest's Retail and Access customers, they are bound by the terms established in the tariffs (which have been or are in the process of being filed). Qwest did not want to shut the door for its Interconnect customers because of existing contractual obligations, **so is offering those customers two options**: 1) To be able to expedite without reason for a per-day improved rate, like the Retail and Access customer, or **2) Continue with the existing process that is in place. Qwest is providing the Interconnect customers an additional option. If the CLEC chooses option 2, <u>and the expedite reason is for one of those listed in the PCAT [Product</u>**

Catalog], they are given the same opportunity at having the due date requested.

Indeed, these comments by Qwest make clear that the Company did not replace the emergency conditions expedite capability.

Q. DOES ESCHELON CONSIDER THE EMERGENCY-BASED EXPEDITE PROCESS (*EXPEDITES REQUIRING APPROVAL)* PROCESS TO BE THE "MUTUALLY DEVELOPED EXPEDITE PROCEDURES" DISCUSSED BY THE PARTIES' ICA?

A. Yes, it does. 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.

Q. GIVEN THAT THE PARTIES HAD DEVELOPED AND UTILIZED AN EXPEDITE PROCESS (I.E., THE *EXPEDITES REQUIRING APPROVAL PROCESS*) CONSISTENT WITH THEIR ICA FOR YEARS, IS IT REASONABLE FOR QWEST TO UNILATERALLY DENY ESCHELON'S EXPEDITE ORDERS BECAUSE QWEST WOULD LIKE TO CHANGE THAT PROCESS?

A. Absolutely not. Qwest's proposal to limit current work activities such that Eschelon is unable to use the *emergency-based Expedites Requiring Approval* process's expedite capability for UNE loop orders meeting the emergency criteria utilized by

the parties over the past several years is not agreeable to Eschelon, has not been incorporated within the companies' ICA nor approved by this Commission. As such, Qwest's actions constitute a non-negotiated change to the ICA unilaterally imposed by Qwest without Eschelon's consent or agreement.

Q. DOES THE PARTIES ICA ADDRESS NEGOTIATED CONTRACT CHANGES?

A. Yes, it does. Part A, Section 7.1 of the ICA includes the following:

> Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. If either Party desires an amendment to this Agreement during the term of this Agreement, it shall provide written notice thereof to the other Party describing the nature of the requested amendment. If the Parties are unable to agree on the terms of the amendment within thirty (30) days after the initial request there for, the Party requesting the amendment may invoke the dispute resolution process under Section 27 of this Part A of this Agreement to determine the terms of any amendment to this Agreement.

I understand this section to mean that if a Party to this agreement desires to change it, it cannot do so without the consent of the other Party. Absent consent and agreement in that regard, I understand that the requesting Party – in this case Qwest – is required by the terms and conditions of the Parties ICA to seek a determination under the dispute resolution procedures within the Agreement. As such, Qwest's

actions which brought about this Complaint appear to be in contravention of the ICA as well as the Commission Order approving the ICA.

Q. QWEST ARGUES THAT IT DEVELOPED THE NEW FEE-ADDED "PRE-APPROVED" PROCESS WITHIN THE CMP TO WHICH ESCHELON IS A PARTICIPANT. AS SUCH, ACCORDING TO QWEST, IT IS PERFECTLY ENTITLED TO REPLACE THE EXISTING PROCESS WITH ITS NEWER PROCESS. DO YOU AGREE?

A. No, I do not, for several reasons. First and foremost, Eschelon, through its participation in the CMP, informed Qwest that it had no objection to the "fee-added "Pre-Approved" section being added to the expedite process as long as it was included as an additional option, and not a substitute for, the existing process.[6] In other words, while the original expedite capability was mutually effectuated between the parties, no such mutual agreement has been reached on Qwest's new approach, i.e., its requirement that all expedites pertaining to UNE Loops now follow the fee-added Pre-Approved section of the process. As such, it is the *emergency-based Expedites Requiring Approval* process that meets the requirements of the ICA, and Qwest cannot unilaterally abandon its obligations to Eschelon with respect to that process without violating the ICA.

[6] *See* for example, Attachment A-7 to Ms. Johnson's Testimony at pages 000120 and 000122-000129.

Q. PLEASE DESCRIBE OTHER CLECS' REACTION TO QWEST'S WITHDRAWAL OF THE EXPEDITES REQUIRING APPROVAL PROCESS AND THE SUDDEN IMPOSITION OF AN EXTRA $200 PER DAY EXPEDITE FEE.

A. As described in Ms. Johnson's testimony, multiple CLECs including, for example, McLeodUSA, PriorityOne, Integra, Velocity, AT&T, ELI, and VCI objected to the near simultaneous PCAT Version 27 and Version 30 changes which precipitated Qwest's refusal to honor expedites for unbundled loops as it had in the past. Integra's November 3, 2005, objections stated:

> 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 as at that time we still believed the Expedites Requiring Approval process was in place for our use.

Clearly, Qwest handling of these changes was unclear and brought about unexpected changes to which multiple parties to the CMP – not just Eschelon – object.

Q. WHAT IS THE BASIS FOR QWEST'S REFUSAL TO PROVIDE EXPEDITES APPLICABLE TO UNE LOOP ORDERS EVEN WHERE EMERGENCY CIRCUMSTANCES EXIST?

A. On October 19, 2005, Qwest announced "Version 30" of its PCAT[7], which: 1) eliminated references to expedites being provided pursuant to the ICA; 2) eliminated the *emergency-based Expedites Requiring Approval* process as an option for any product covered by the *fee-added Pre Approved Expedites* process, including unbundled loops; and 3) imposed a new unapproved per day charge for expedites subject to the *fee-added Pre-Approved Expedites* process.

The following is Qwest's redline showing these changes from the previous version of the PCAT to Version 30:

> Requesting an expedite follows one of two process, 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~~ contained in the "Pre-Approved Expedites" section below ~~(see below), and~~ your ICA ~~has~~ must contain language_–supporting expedited requests with a "per day" expedite rate~~, then the requested [Word missing?] 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 expedite request follows the process defined in the "Expedites Requiring Approval" section below.[8]

[7] *See* Ms. Johnson's testimony and the attachments thereto for a thorough description of the Version 30 changes.

[8] *See* BJJ Attachment A-6 at Document No. 000107. http://www.qwest.com/wholesale/downloads/2005/051018/PCAT_ExpEscl_V30.doc.

Q. WHAT IS CMP?

A. CMP is a process that is controlled by Qwest, primarily for purposes of effectuating Operational Support System ("OSS") and business process and product changes. Qwest uses CMP to announce changes, and/or provide CLECs with certain information concerning changes, in various Qwest pre-ordering, ordering, provisioning, maintenance and repair, and billing systems. CLECs may also use CMP to request that Qwest make certain changes to its systems, products and processes. Further detail regarding CMP is set out in the document that is attached as Attachment A-9 to Ms. Johnson's testimony. I will refer to that Exhibit here as the "CMP Document."

Q. DOES THE CMP DOCUMENT SAY ANYTHING ABOUT THE RELATIONSHIP BETWEEN CMP AND THE PARTIES' ICA?

A. Yes, the CMP Document expressly recognizes the precedence of the ICA. To that end, the CMP Document provides that, in the case of any conflict between any change implemented through CMP and a CLEC's ICA, the ICA controls. Further, if a change implemented through CMP does not present a direct conflict with a CLEC's ICA, but would expand or abridge the rights of a party to the ICA, the ICA controls.[9]

---

[9] *See* CMP Document at Section 1.0.

1 **Q. WHAT HAS BEEN ESCHELON'S ROLE IN CMP?**

2 A. As a large wholesale customer of Qwest's services, Eschelon must use Qwest's
3 business processes and OSS interfaces to conduct its business. Accordingly,
4 Eschelon receives CMP notices and participates in CMP meetings. Indeed, CMP is
5 often the only means through which information about system and process changes
6 can be reasonably obtained. However, it is important to note that participation does
7 not equate to consent. As I describe below, CMP is structured so as to allow Qwest
8 to implement changes, sometimes very important changes to existing processes,
9 without Eschelon's or any other CLEC's agreement and, indeed, even over strenuous
10 CLEC objections.

11

12 **Q. DOES CMP INCLUDE A MECHANISM FOR CLECS TO VOTE ON THE**
13 **ADOPTION OF PRODUCT AND PROCESS CHANGES?**

14 A. No. Voting occurs in only two narrow circumstances. First, voting occurs for
15 changes to the CMP Document itself and certain procedures within the CMP
16 Document, such as whether to change the disposition level of a Change Request[10] or
17 whether to grant an exception to the CMP procedures.[11] Second, voting occurs to
18 prioritize proposed systems changes.[12] However, adoption of changes related to
19 Qwest's processes and products such as those surrounding expedites would not
20 require a vote.

---

[10] CMP Document Section 5.4.3.1

[11] CMP Document Section 16.2.1

[12] *See* CMP Document Sections 5.2.1, 5.2.2, 10.3.3, 10.3.4 16.2, et al., and 17.0.

1 **Q. HOW ARE CHANGES THAT ARE NOT SUBJECT TO VOTING HANDLED?**

2 A. As discussed above, for the great majority of process matters addressed in CMP there
3 is no voting at all. No voting occurs as to the substance of product and process
4 changes; no vote is taken on whether a particular change request should be
5 implemented or not. Thus, even if a change is universally opposed by CLECs, Qwest
6 may implement such a change after the time period applicable to product and process
7 changes has run[13]. Qwest refers to such changes as "notification" processes. For the
8 highest level change – known as a "Level 4" change - which is defined as a change
9 having a major effect on existing CLEC procedures or requiring development of new
10 procedures (*i.e.*, most impacting change), Qwest may implement such a change in as
11 few as 31 days after the initial announcement of the change.[14] In contrast, however, I
12 understand that when a CLEC requests a change the time to address that change –
13 whether accepted or denied – can be significantly longer.
14

15 **Q. WHAT IF A CLEC OPPOSES A CHANGE?**

16 A. In contrast to the relatively quick "notice and go" process that is available to Qwest,
17 an objecting CLEC's only recourse is to seek expensive and time consuming dispute
18 resolution in each state affected by the proposed change.[15] Indeed, despite Eschelon's
19 objections and attempts to resolve issues pertaining to Qwest's unilateral withdrawal
20 of the expedite terms Eschelon has relied upon for years, Qwest remains steadfast in

---

[13] *See* CMP Document, Section 5.4.

[14] CMP Document at Sections 5.4.5, 5.4.5.1.

[15] *See* CMP Document at Sections 5.4, 15.0.

it refusal to meet the obligations contained within the Parties' ICA and has ostensibly forced Eschelon to file the Complaint in this proceeding such that the Commission can rule on the issue.

Q. MUCH OF THIS SECTION HAS BEEN DEVOTED TO EXPEDITED SERVICE INSTALLATION. DOES THE ICA ALSO ADDRESS MAINTENANCE AND/OR REPAIR ISSUES AND, IF SO, ARE THOSE SECTIONS IN ANY WAY RELATED TO THE EXPEDITE PROCESS?

A. Yes, it does. Section 6.2 to Attachment 5 of the ICA states, in part:

> 6.2.1 U S WEST shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.
>
> 6.2.1.1 U S WEST shall provide CO-PROVIDER with the same level of maintenance support as U S WEST provides itself in accordance with standards and performance measurements that U S WEST uses and/or which are required by law, regulatory agency, or by U S WEST's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes ,and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as U S WEST may deploy) that U S WEST provides to CO-PROVIDER under this Agreement.
>
> 6.2.1.2 U S WEST shall provide a SPOC (Single Point of Contact) for Residence, and a SPOC for Business for CO-PROVIDER to report via a toll free telephone number maintenance issues and trouble reports twenty four (24)hours a day and seven (7) days a week. The SPOC Residence toll free number, and SPOC Business toll free number, will be the numbers for all of U S WEST's fourteen (14) states.
>
> 6.2.1.3U S WEST shall provide CO-PROVIDER maintenance dispatch personnel on the same schedule that it provides its own Customers.

The maintenance and repair terms and the expedite capability are related in two important ways. First, from the perspective of end user customers, it's often times unclear whether the "fix" to the trouble on their line is performed by a repair or placing an expedited order, which is how the carriers might view the same situation. Indeed, if a line was accidentally taken out of service, the carriers may fix the trouble under either the repair provisions or the expedite provisions of the ICA depending upon a number of circumstances specific to the issue at hand. However, the end user is likely to consider the solution to be a "repair." Second, whatever the case may be, the Agreement calls for non discriminatory treatment in both instances, repair and expedited installation.

Based at least in part on this language, Eschelon has an expectation that it will remain able to access the same maintenance terms and procedures available to Qwest's other customers – whether retail, resale or QPP -- under terms and conditions that are non-discriminatory. The terms and conditions under which Eschelon is able to request and receive such repair and expedited installation work must leave Eschelon situated similar to Qwest's other customers. Clearly, Qwest unilateral withdrawal of the *emergency-based Expedites Requiring Approval* process as it related to UNE loops does not leave Eschelon similarly situated.

SECTION 2: ESCHELON DOES NOT REQUIRE QWEST'S PROPOSED AMENDMENT

Q. AT PAGE 2 OF ITS ANSWER TO ESCHELON'S COMPLAINT IN THIS PROCEEDING, QWEST STATES THAT SINCE "JULY 2005, HUNDREDS OF CLECS HAVE OPTED INTO THE "EXPEDITE PROCESS" OPPOSED BY ESCHELON HERE." IF THAT IS THE CASE, WHAT IS THE BIG DEAL; WHY DOESN'T ESCHELON JUST GET ON BOARD?

A. Qwest's statement that "hundreds" of CLECs have opted in since July of 2005 distorts the true picture. Qwest's response to ESCH 01-P002 makes clear that a vast majority of the CLECs in Arizona have not opted into the expedite process after V30.0 as Qwest insinuated in its claim.

Q. DESCRIBE THE GENERIC AMENDMENT THAT QWEST HAS DEMANDED ESCHELON SIGN FOR PURPOSES OF EFFECTUATING EXPEDITES VIA THE FEE-ADDED PRE-APPROVED PROCESS.

A. In response to that same data request, Qwest has provided the generic language (set 3) which identifies only the *fee-added Pre-Approved* section of the expedite procedures formerly honored by the company. That is, *emergency-based Expedites Requiring Approval* are completely absent from the proposed amendment,[16] and the only option by which expedites can be granted – even in emergency situations – is the $200 per day process.

[16] This is true, under Qwest's amendment terms, even when Qwest makes the error that causes the service outage (i.e., "Qwest disconnect in error). *See* the final 10 pages of Attachment B to the testimony of Ms. Johnson.

Q. WHY HASN'T ESCHELON SIGNED THIS AMENDMENT?

A. Eschelon believes it already has a mutually developed expedite process in place between itself and Qwest, consistent with its existing ICA, and does not wish to relinquish its rights in this regard. Further, as a matter of its business practice, Eschelon expedites orders in emergency situations and as such, the existing *emergency-based Expedites Requiring Approval* process suits its needs. Further yet, Eschelon does not believe that the $200 per day expedite fee unilaterally established by Qwest in its proposed amendment is cost-based or reasonably calculated. Indeed, as I describe in more detail below, Eschelon believes this rate allows Qwest to recover additional monies where it incurs no additional costs and, in some circumstances, may be duplicative with other provisioning charges already recovered by Qwest. Finally, Eschelon believes that signing the amendment would give Qwest free reign to discriminate against Eschelon by assessing fees upon Eschelon for expedite requests, wherein Qwest does not assess such fees to its own retail customers or to competing carriers relying upon Qwest's resale and/or QPP products. Given all of these reservations, Eschelon has chosen to exercise its right to keep the terms called for within its Commission-approved ICA.

Q. HOW HAS QWEST RESPONDED TO ESCHELON'S REQUEST THAT QWEST CONTINUE TO HONOR THE EXPEDITE PROCESS PROVIDED FOR IN THE PARTIES' CURRENT ICA?

A. Qwest has refused to honor the ICA and is playing "hard-ball" in that it denies Eschelon expedite requests for unbundled loops that it willingly accommodated under the existing process for numerous years. As discussed in more detail by Ms. Johnson, Qwest's actions in this regard have had detrimental, service-impacting implications for Eschelon's customers.

SECTION 3: QWEST'S NEW POLICY, IF IMPOSED IN LIEU OF THE EXISTING TERMS, IS DISCRIMINATORY AND ITS PROPOSED EXPEDITE FEE IS UNREASONABLE

Q. PLEASE EXPLAIN ESCHELON'S CONCERN REGARDING THE DISCRIMINATORY NATURE OF QWEST'S PROPOSED CONDUCT.

A. Even with the advent of its new *fee-added Pre-Approved Expedite* process, Qwest continues to expedite service requests for facilities carrying similar products both for its own retail customers, and for Qwest resale and QPP customers at no additional charge in emergencies. As such, were Eschelon to sign Qwest's proposed amendment, it would be forced to forfeit its capability to access UNE loops in an expedited manner under emergency conditions and would have to pay an additional $200/day fee while Qwest and other Eschelon competitors relying upon Qwest's finished products such as resale and QPP (as opposed to unbundled network elements) would pay no such fee. Such a policy on the part of Qwest typifies the very type of discrimination prohibited by the Telecommunications Act and the FCC's implementing rules.

Q. PLEASE IDENTIFY THE FCC RULES GOVERNING DISCRIMINATION AS IT RELATES TO UNES.

A. Section 251(c)(3) of the Telecommunications Act requires that Qwest provide access to unbundled network elements, including unbundled local loops, on rates, terms and conditions that are just, reasonable and non-discriminatory. The FCC *First Report and Order*[17] further defined the meaning of "just, reasonable and non-discriminatory," which was included in CFR §51.313. Specifically, the Order stated that at the minimum, the obligation of "just, reasonable and non-discriminatory" includes two conditions: First, the ILECs should provide unbundled network elements to requesting carriers under terms and conditions that are equal to the terms and conditions under which the ILEC provides the service to itself.[18] Second, the ILECs should offer equal terms and conditions to all carriers requesting unbundled network elements.[19] Further, the Order noted that the obligation of "just, reasonable and non-discriminatory" terms and conditions are such conditions that provide the requesting carriers a meaningful opportunity to compete:

> The duty to provide unbundled network elements on "terms, and conditions that are just, reasonable, and nondiscriminatory" means, at a minimum, that whatever those terms and conditions are, they must be offered equally to all requesting carriers, and where applicable, they must be equal to the terms and conditions under which the incumbent LEC provisions such elements to itself. We also conclude that, because section 251(c)(3) includes the terms "just" and "reasonable," this duty encompasses more than the obligation to treat carriers equally. Interpreting these terms in light

[17] FCC Dockets CC Nos. 96-98 and 95-185, *First Report and Order*, adopted on August 1, 1996.
[18] CFR §51.313(b).
[19] CFR §51.313(a).

> of the 1996 Act's goal of promoting local exchange competition, and the benefits inherent in such competition, we conclude that these terms require incumbent LECs to provide unbundled elements under terms and conditions that would provide an efficient competitor with a meaningful opportunity to compete. Such terms and conditions should serve to promote fair and efficient competition. This means, for example, that incumbent LECs may not provision unbundled elements that are inferior in quality to what the incumbent provides itself because this would likely deny an efficient competitor a meaningful opportunity to compete.[20]

In addition, the Order stated that the provision of unbundled network elements does not relieve the ILEC from the duty to maintain and repair the unbundled network element:

> We conclude that we should adopt our proposed interpretation that the terms "access" to network elements "on an unbundled basis" mean that incumbent LECs must provide the facility or functionality of a particular element to requesting carriers, separate from the facility or functionality of other elements, for a separate fee. We further conclude that a telecommunications carrier purchasing access to an unbundled network facility is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, a telecommunications carrier is entitled to use of that feature, function, or capability for a period of time. The specified period may vary depending on the terms of the agreement between the incumbent LEC and the requesting carrier. The ability of other carriers to obtain access to a network element for some period of time does not relieve the incumbent LEC of the duty to maintain, repair, or replace the unbundled network element.[21]

The final rules defining the meaning of "just, reasonable and nondiscriminatory" access to UNEs prescribed that an ILEC must provide a carrier

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[20] *First Report and Order* ¶315 (emphasis added; footnotes omitted).

[21] *Id.*, ¶268 (emphasis added; footnotes omitted).

purchasing UNEs with the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the incumbent LEC's operations support systems.[22]

Q. DO SIMILAR PROHIBITIONS ON DISCRIMINATION EXIST UNDER ARIZONA LAW?

A. Yes. The following excerpts from Arizona law contain provisions that require public service corporations to offer just and reasonable rates and services.

> **40-334. <u>Discrimination between persons, localities or classes of service as to rates, charges, service or facilities prohibited</u>**
>
> A. A public service corporation shall not, as to rates, charges, service, facilities or in any other respect, make or grant any preference or advantage to any person or subject any person to any prejudice or disadvantage.
>
> B. No public service corporation shall establish or maintain any unreasonable difference as to rates, charges, service, facilities or in any other respect, either between localities or between classes of service.
>
> C. The commission may determine any question of fact arising under this section."

> **Ariz. Constn. Art. 15, Sec 12. <u>Charges for service; discrimination; free or reduced rate transportation</u>**
>
> All charges made for service rendered, or to be rendered, by public service corporations within this state shall be just and reasonable, and no discrimination in charges, service, or facilities shall be made between persons or places for rendering a like and contemporaneous service, except that the granting of free or reduced rate transportation may be authorized by law, or by the corporation commission, to the classes of persons described in the

[22] CFR §51.313(c).

act of Congress approved February 11, 1887, entitled An Act to Regulate Commerce, and the amendments thereto, as those to whom free or reduced rate transportation may be granted.

Q. HOW DOES QWEST VIOLATE THE NON-DISCRIMINATORY OBLIGATIONS OF THE LAWWITH REGARD TO THE EXPEDITE ISSUE?

A. Qwest's violation stems from the fact that it denies Eschelon terms and conditions that are equal to the terms and conditions under which Qwest provides service to itself and to its resale and QPP customers. As a result, Qwest denies Eschelon a meaningful opportunity to compete.

Q. DESCRIBE THE BASIS FOR YOUR CONCLUSION THAT QWEST PROVIDES THESE SAME TYPES OF EXPEDITES (THAT IT DENIES ESCHELON) FOR ITS RESALE AND QPP CUSTOMERS.

A. Qwest continues to grant free-of-charge expedite requests at no additional charge to its resale and QPP customers in emergency situations. Eschelon knows this for a fact from its own operational experience because Eschelon serves some of its customers through Qwest's QPP offerings. In addition, the fact that Qwest grants expedites under emergency conditions to its resale and QPP customers without an additional charge is captured in the current version of Qwest's *Local Business Procedures,* "Expedites and Escalation Overview – V40.0."[23] A review of this document shows

[23] See http://www.qwest.com/wholesale/clecs/exescover.html. According to this document, if the product for which expedite is requested is not listed under the *fee-added Pre-Approved Procedure* (procedure that requires a $200 per day fee), it is subject to *emergency-based Expedites Requiring Approval Process*. A

that Qwest allows an emergency expedite process for carriers using resale and QPP products, but not those, such as Eschelon, who purchase UNE-loops.

Q. PLEASE DESCRIBE THE BASIS FOR YOUR CONCLUSION THAT QWEST PROVIDES THESE SAME TYPES OF EXPEDITES (THAT IT DENIES ESCHELON) FOR ITS RETAIL CUSTOMERS.

A. With regard to Qwest's retail services, 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. Eschelon reaches this conclusion based on its examination of Qwest's Arizona tariffs. Specifically, Qwest's "retail" tariffs such as the *Competitive Private Line Transport Services Tariff* and *Competitive Advanced Communications Services* contain sections[24] stating that non-recurring charges (including the expedite fee[25]) do not apply for the reestablishment of service following fire, flood or other Acts of God. In

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review of the product list under the *fee-added Pre-Approved Process* shows that neither QPP, nor "basic" non-designed resale products such as POTS or Centrex are subject to the *fee-added Pre-Approval* process.

[24] Section 3, p. 6 and Section 3, p.14 correspondingly. See Attachment B to this testimony for the copies of the tariff pages.

[25] The expedite order charge of $200 per day (the same amount as the expedite charge under Qwest's fee-added expedite procedure for CLECs) is listed in Qwest's *Competitive Private Line Transport Services Tariff*, Section 4, page 7. Several other tariffs, including the *Competitive Advanced Communications Services Tariff* (Section 3, p. 1) incorporate this charge by referencing the *Competitive Private Line Transport Services Tariff*. See Attachment B to this testimony for the copies of the tariff pages.

other words, Qwest's retail customers who order expedite restoration of service under certain emergency conditions, such as flood or fire, would not be charged or would be given a waiver not only for the expedite charge, but also for any other applicable non-recurring charges. Such treatment would not extend to Eschelon under Qwest's proposed ICA amendment and the *new fee-added expedite* process.

In addition, from an even more practical standpoint Qwest's retail customers would not follow the same "placing a new order process" when the customer needs to restore service disconnected due to emergency or error. A retail customer that notices that his or her service is not working would typically call Qwest's repair service (unaware that the circuit was disconnected rather than broken). It's my understanding that Qwest does not make the retail customer place a new order and wait the standard service date interval – as Qwest requires from CLECs. Further, the issue of "expedite orders" often arises simply because of the method Qwest has chosen to treat erroneous disconnects of its wholesale customers – "placing a new order" process rather than the "repair process." If Qwest were using the repair process, CLECs would not have to wait the 5-day service date interval (the interval applicable to new wholesale orders) or pay an expedite fee, but could instead expect a quick repair, the interval for which, in the case of a DS1 circuit, is only 4 hours.[26] The case of the non-profit rehabilitation center described in Eschelon's Complaint illustrates the

[26] According to the currently effective Qwest's *Service Interval Guide for Resale, UNE and Interconnection Services*, the interval for repair of a DS1-capable loop is 4 hours, while the interval for an installation of a DS1 capable loop is 5 days. (See http://www.qwest.com/wholesale/downloads/2006/060615/InterconnSIG_V71.doc, p. 90)

difference in service restoration intervals between Qwest's "repair process" and "new order" process: Recall that during the first disconnect (while the center was still in Qwest's repair systems as "an existing circuit") the connection was restored via the repair mechanism on the same day. However, after this circuit was removed from Qwest's repair systems a day later, and another disconnect occurred, Qwest required that Eschelon place a new order for this circuit and wait 5 days (the service date interval for this type of new orders) for the circuit to be restored.

Q. ARE YOU SAYING THAT DISCRIMINATION ARISES BECAUSE EXPEDITES AND REPAIRS FOR UNE-LOOP BASED CLECS SUCH AS ESCHELON ARE TREATED DIFFERENTLY COMPARED TO RETAIL, RESALE OR QPP CUSTOMERS?

A. Not exactly. From the economic[27] standpoint, discrimination arises when the difference in rates, terms or conditions is not based on cost. In this specific case of expedites, discrimination arises because Qwest is requiring CLECs such as Eschelon to pay a fee for an expedite that it provides for no additional charge to its other customers. As I explain below, costs that Qwest may incur during an expedite – whether it is an expedite for its own retail customer or a UNE-loop based CLEC – are likely to be very small relative to the $200 per day fee that Qwest intends to impose on Eschelon. For its retail customers, Qwest chooses to absorb these costs itself,

[27] Here I am focusing on discrimination in economic sense as opposed to other types of discrimination such as racial discrimination, which is not applicable in the context of this case.

offering a free[28] expedite in case of flood and fire. At the same time, for its UNE-loop customers, Qwest is attempting to collect a significant fee in a similar emergency situation, where no cost justification exists.

Q. HOW DO YOU RESPOND TO QWEST'S ARGUMENT THAT IT WOULD BE DISCRIMINATORY TO OFFER ESCHELON EMERGENCY EXPEDITE WITHOUT AN ADDITIONAL $200 PER DAY FEE WHERE SOME OTHER CLECS MUST PAY A FEE?[29]

A. Qwest's argument is without merit. First, Eschelon does not argue for exclusive conditions for itself. On the contrary, Eschelon's position is that CLECs should have a choice of opting into ICAs and ICA amendments that best suit their business models, instead of all CLECs being forced to sign the same amendment. Clearly, Section 252(i) of the Telecommunications Act provides CLECs the ability to opt into other CLECs' ICAs:

> AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS.--A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

Second, different CLECs have different business models and needs. As explained in Ms. Johnson's testimony, it was a CLEC, Covad, who requested a fee-added expedite

[28] If only the expedite charge is waived, there are other fees. If Qwest waives additional NRCs as well for its retail customers, the expedite is actually free (whereas CLECs pay the NRCs).

[29] Qwest's Corporation's Answer to Eschelon's Complaint at 17-18.

– a process that suited Covad's business needs. Eschelon did not have a problem with the optional process as long as the other, emergency-based expedite – an expedite that better suited Eschelon's business needs – was still available to CLECs. Third, as I discussed above, discrimination arises when the difference in treatment is not based on cost. Note that the difference in the emergency expedite and fee-added expedite is that the first is subject to approval based on the presence of emergency conditions and resource availability, while the second is granted unconditionally. In other words, Eschelon's expectation that Qwest offers a choice of expedite terms (or a choice of any other terms in general) does not mean that Eschelon is asking for preferential treatment. For example, an arbitrator in a recent Verizon arbitration case in Washington came to the same conclusion:

> The fact that there are differences in change of law provisions among various agreements is not discriminatory: It reflects the variations in negotiation and arbitration of terms in interconnection agreements. The interconnection agreements are filed with the Commission and available for review. CLECs have opted into a number of agreements, including the agreement originally arbitrated by MCI.[30]

Q. HOW DO YOU RESPOND TO QWEST'S ARGUMENT THAT A COMPARISON OF EXPEDITE PROCESSES THAT QWEST OFFERS TO RETAIL CUSTOMERS VERSUS UNE-LOOP BASED CLECS IS

[30] Washington State Utilities and Transportation Commission, Docket UT-043013, Order No. 17 *Arbitrator's Report and Decision* dated July 8, 2005 at ¶79.

INAPPROPRIATE BECAUSE QWEST DOES NOT OFFER UNE LOOPS TO ITS RETAIL CUSTOMERS?[31]

A. This argument is nonsensical. By stating that parity is not an issue, Qwest is implicitly denying the fact that retail customers are served with network facilities, a key component of which is the loop[32] and uses its denial to further its proposition that the capability to expedite loop orders and the prices at which such orders can be expedited fall outside of the Commission's purview. Qwest denies the unbundling obligation imposed on it by the Telecommunications Act. Indeed, the FCC developed national unbundling rules and the Arizona Commission went through lengthy proceedings to establish unbundled loop rates - and all this effort was to allow competitive carriers such as Eschelon an opportunity to compete with ILECs, including Qwest. Just because Qwest does not have a product for itself or its retail customers under that same name, does not change the fact that Qwest *utilizes* the loop facility when serving its retail customers. Further, in utilizing loop facilities when serving its retail customers, Qwest implicitly bears costs associated with this loop facility – costs that, by design, are very similar to the UNE loop rates. Because the very purpose of these unbundling and pricing rules was to create competition in retail markets, Qwest's denial that the concept of parity is appropriate here (and its related maneuvering of the expedite capability and prices associated with that capability such that the two begin to fall outside of this Commission's jurisdiction) is fatally flawed.

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[31] See Attachment A-7 to Ms. Johnson's testimony at Document No. 000124..

[32] Regardless of whether the loop facility is called a loop, a line, a pipe or some other name, it is the facility over which the carrier provides its services to the end user customer.

Qwest's actions and arguments in this regard should be considered rather portentous, and the Commission should stop Qwest now lest it take back the last mile, one inch at a time.

Q. DOES QWEST'S CONDUCT IN REFUSING TO PROVIDE ESCHELON EXPEDITES UNDER THE CURRENT ICA LIMIT ESCHELON'S OPPORTUNITY FOR MEANINGFUL COMPETITION?

A. Yes. First, as I explained above, Eschelon and its end-user customers are being treated in a discriminatory fashion compared to Qwest's retail, resale and QPP customers. As such, Eschelon is being competitively disadvantaged. Second, Qwest is attempting to change business terms outside the existing lawful mechanisms such as the mutually agreed upon ICAs and Commission-approved rates and conditions. Such attempts not only impose additional litigation cost on Eschelon, but also create an uncertainty regarding future market conditions: If Qwest succeeds in this attempt to unilaterally change wholesale rates and terms to its advantage outside of a negotiated agreement and take away the Commission's jurisdiction in its ability to set wholesale rates, what guarantees exist that such behavior won't become the norm? Third, Qwest's additional, per-day expedite charge has the potential to add substantial costs for Eschelon. For example, an expedite over the standard 5-day service date interval would require a total charge of $1,000 per circuit. This is a significant charge when compared, for example, to the Commission-approved installation non-recurring

charge for a DS1 circuit, which is only $87.93 per circuit.[33] Clearly, an additional $1,000 non-recurring charge is a substantial amount to recover from the customer's monthly revenues. Depending on the facility and the length of time a customer remains with Eschelon, Eschelon may never recover the $1,000 expedite charge over the "life" of the customer line.

Q. ALTHOUGH THE $200 PER DAY FEE IS SUBSTANTIALLY HIGHER THAN OTHER NON-RECURRING CHARGES SUCH AS THE INSTALLATION CHARGE, IS THIS FEE LARGE ENOUGH TO JUSTIFY ESCHELON'S COST OF LITIGATING THIS CASE?

A. No. Eschelon brought this case not simply to address the narrower issue of the emergency expedite, but rather to bring before the Commission a larger real concern, to which the expedite issue is an illustration: That Qwest has been taking away the Commission's jurisdiction in setting wholesale rates, and has been unilaterally changing wholesale rates, terms and conditions to its advantage. Such conduct affects Arizona customers, other carriers, and the public interest. As I have stated above, this is a grave concern of Eschelon's, and the Commission should be concerned about Qwest's actions too.

[33] Section 9.2.5.1 of Exhibit A to the Qwest-AZ SGAT provided as Attachment C to this testimony.

Q. WHAT ARE YOUR SPECIFIC CONCERNS ABOUT THIS $200 PROPOSED FEE?

A. I have three main concerns that I discuss in detail below. First, the proposed fee has not been approved by the Commission. Second, Qwest has not provided any cost support for this rate. Third, based upon my experience with telecommunications carriers' cost studies, it seems highly unlikely that Qwest's proposed $200 per day fee has any recognizable relationship to underlying costs that may be incurred by Qwest to expedite an order.

Q. PLEASE EXPLAIN YOUR CONCERNS REGARDING THE BASIS FOR QWEST'S EXPEDITE FEE IN MORE DETAIL.

A. First, the amount of this proposed fee is a unilateral Qwest construction that has not been subjected to Commission scrutiny or approval nor is it the result of voluntarily negotiations between carriers. Second, it is a rate that Qwest implemented via the CMP, in direct contravention of Commission orders indicating the CMP was not to be used for rate-setting purpose. Further, there is no cost study or supporting documentation presented by Qwest as support for this fee,[34] even though it is clearly a rate assessed for purposes of accessing a UNE and as such, is subject to the FCC's Total Element Long Run Incremental Cost ("TELRIC") rules. Those rules require

[34] As explained in Mr. Johnson's testimony, Eschelon requested a cost study for this rate, and Qwest responded that none exists.

that Qwest bear the burden of proving that any such rate it proposes covers only the reasonable, underlying costs of providing the relevant feature or function.

Q. WHAT IS THE BASIS FOR YOUR STATEMENT THAT THE EXPEDITE FEE SHOULD BE SUBJECT TO TELRIC RULES?

A. This conclusion follows directly from the FCC's language regarding "access to unbundled elements" reflected in CFR §51.307 and 51.313. Specifically, the rules state:

> An incumbent LEC shall provide a requesting telecommunications carrier access to an unbundled network element, along with all of the unbundled network element's features, functions, and capabilities, in a manner that allows the requesting telecommunications carrier to provide any telecommunications service that can be offered by means of that network element.[35]
>
> An incumbent LEC must provide a carrier purchasing access to unbundled network elements with the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the incumbent LEC's operations support systems.[36]

In its *First Report and Order*, the Federal Communications Commission ("FCC") similarly found that the requirement to provide "access" to UNEs must be read broadly, concluding that the Act requires that UNEs "be provisioned in a way that would make them useful."[37]

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[35] CFR §51.307(c).
[36] CFR §51.313(c)
[37] *First Report and Order*, ¶268.

As evident from these citations, an unbundled network element includes not only the physical facility, but also all the capabilities of providing service, such as provisioning and maintenance and repair. As accurately summarized by the North Carolina Commission in a recent BellSouth proceeding, "[t]he Commission also believes that expediting service to customers is simply one method by which BellSouth can provide access to UNEs and that, since BellSouth offers service expedites to its retail customers, it must provide service expedites at TELRIC rates pursuant to Section 251 of the Act and Rule 51.311(b)."[38] Based on this reasoning, the North Carolina Commission affirmed its initial decision that BellSouth must provide service expedites at TELRIC-compliant rates. In addition, the North Carolina Commission ordered that BellSouth and the Joint Petitioners negotiate an appropriate rate for service expedites. If the parties were unable to negotiate a rate, BellSouth was required to submit a TELRIC cost study for the Commission's review and approval.[39]

Q. PLEASE EXPLAIN YOUR THIRD CONCERN ABOUT THE $200 EXPEDITE FEE – I.E., YOUR CONCERN THAT THIS RATE IS NOT COST-BASED.

A. Under an expedite request, Qwest performs the same work it would undertake under standard service date intervals, with the main difference being that this work is performed earlier. Clearly, the simple fact that the work is performed earlier does not necessarily mean that it costs more to undertake the very same activities. This is

[38] North Carolina Utilities Commission Dockets Nos. P-772 Sub. 8, P-913 Sub. 5, P-1202 Sub 4, *Order* dated February 8, 2006, p. 47.

[39] Id.

especially true when you consider the fact that under the emergency-based *emergency-based Expedites Requiring Approval* previously employed by the two companies, Qwest scheduled an approved expedite request based on resource availability.[40] In other words, an emergency expedite request was addressed by Qwest's employees who would be otherwise available and not engaged on other jobs (but nevertheless paid by Qwest). In these circumstances, an emergency expedite would likely do little more than change the date of the job performed, without imposing any additional costs on Qwest. The only cost that Qwest *may* incur would be the cost of processing the expedite order – which is likely to be relatively small. For example, Qwest's SGAT contains the Commission-approved rate that may be considered a proxy, or at least a ballpark estimate, of the likely additional costs[41] (if any) that Qwest would incur for processing an expedite order. This rate is the charge for Date Change of $10.22 per date change.[42]

Second, if additional work were required under the *emergency-based Expedites Requiring Approval* for an Eschelon's expedite request, the ICA contains a provision that "expedite charges may apply."[43] For example, in such cases as the disconnect at the rehabilitation center Eschelon was willing to pay (which was communicated to Qwest) Commission-approved rates through repair and installation,

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[40] See for example, Qwest's *Local Business Procedures,* "Expedites and Escalation Overview – V40.0" available at http://www.qwest.com/wholesale/clecs/exescover.html.

[41] I say additional here because the standard NRCs continue to apply. Hence, it is the "additional" $200 per day expedited fee which Qwest now seeks that must be examined from a cost perspective.

[42] Section 9.20.12 of Qwest-AZ SGAT provided as Attachment C to this testimony.

[43] ICA, Attachment 5, Section 3.2.4.2.1.

1 dispatch or hourly rates if such additional work or out-of-hours work was required to
2 complete the expedite.[44] Because these rates are directly tied to the amount of time
3 required of Qwest's technicians to undertake the desired expedite activity, and also
4 because they are approved by the Commission, they are likely to be "cost-based."
5 Qwest's $200 per day fee, on the other hand, bears no apparent relationship to any
6 amount of time, level of work or resultant cost Qwest might incur to actually fulfill
7 such a request.

8 Third, it is not clear that an expedite request causes Qwest to incur any
9 increased cost beyond those already accounted for in its existing NRCs for standard
10 provisioning interval. In such circumstances, Qwest's entire $200 per day expedite
11 fee (which could be as high as $1,000 to shorten a standard service date interval of 5
12 days) would be duplicative of its existing NRCs and as such, wholly inappropriate
13 given the FCC's pricing rules and previous decisions of this Commission.

14 Fourth, CFR § 51.507 requires that "[e]lement rates shall be structured
15 consistently with the manner in which the costs of providing the elements are
16 incurred." Recall that the rate basis of this charge is <u>per day</u>. As I explained above,
17 the only likely cost of performing a job five days earlier than the standard interval is
18 the cost of processing of the expedite order. This cost is clearly a <u>per-order</u>, not per-
19 day cost. Because it is hard to imagine circumstances that would drive costs of an

[44] No amendment is required to do so, because the ICA already reflects these terms and Commission-approved rates.

expedite request to be per-day-based, Qwest's decision to charge this rate on a per-day basis indicates that this rate is not cost-based.

These concerns alone are enough to warrant rejection of Qwest's position and should be of significant concern to the Commission who has reserved its right to approve all UNE-related rates assessed by Qwest.

Q. YOU MENTIONED THAT IN THE CASE OF THE REHABILIATION CENTER ESCHELON WAS WILLING TO PAY ANY ADDITIONAL COMMISSION-APPROVED CHARGES IF ADDITIONAL WORK WAS REQUIRED SUCH AS INSTALLATION OR AFTER HOURS LABOR. DOES THIS WILLINGNESS TO PAY APPLY ONLY TO THIS PARTICULAR CASE, OR IS THIS ESCHELON'S GENERAL POLICY?

A. It is Eschelon's general policy. Eschelon is willing to pay Commission-approved rates for additional work provided that such additional work is required to complete Eschelon's order.

Q. IS IT CORRECT THAT YOU ARE ASKING THE COMMISSION TO ORDER QWEST TO PAY REFUNDS ON THE EXPEDITE CHARGES RELATED TO THE CASE OF THE REHABILITATION CENTER?

A. Yes. Eschelon seeks a refund of the expedite fees (a total of $1,800) minus any actual costs that Qwest may have incurred in addressing this expedite order, provided that these additional costs are well-supported and approved by the Commission.

Q. EARLIER IN YOUR TESTIMONY YOU STATED THAT THE COMMISSION SHOULD BE CONCERNED THAT QWEST IS ATTEMPTING TO CHANGE RATES THROUGH THE CMP. HAS THE COMMISSION ADDRESSED THIS CONCEPT PREVIOUSLY?

A. Yes, it has. Specifically, in its September 16, 2003 Order in the 271 Docket, Docket No. T-00000A-97-0238 (Decision No. 66242) the Commission agreed with the Staff's position, as outlined in its report, that Qwest should not rate changes within the context of the CMP. Specifically, the Commission stated:

> 109. Staff agrees with Eschelon with respect to the recently imposed construction charges on CLECs for line conditioning. Staff is extremely concerned that Qwest would implement such a significant change through its CMP process without prior Commission approval. As noted by AT&T, during the Section 271 proceeding, the issue of conditioning charges was a contested issue. Language was painstakingly worked out in the Qwest SGAT dealing with the issue of line conditioning which Qwest's new policy is at odds with. Staff recommends that Qwest be ordered to immediately suspend its policy of assessing construction charges on CLECs for line conditioning and reconditioning and immediately provide refunds to any CLECs relating to these unauthorized charges. Qwest should reinstitute its prior policy on these issues as reflected in its current SGAT. If Qwest desires to implement this change, then it should notify the Commission in Phase III of the Cost Docket, but must obtain Commission approval of such a change prior to its implementation. To the extent Qwest does not agree to these conditions, Staff recommends that Qwest's compliance with Checklist Items 2 and 4 be reopened. We agree with Staff.

Indeed, rate changes are not within the scope of the CMP and, as described in Ms. Johnson's testimony, Qwest has clearly recognized this fact. Nonetheless, by it manipulation of processes within the CMP, it has ostensibly attempted to change rates and rate structure through the CMP among other things.

1 **Q. PLEASE SUMMARIZE YOUR CONCLUSIONS AND**
2 **RECOMMENDATIONS.**
3 **A.** By suddenly denying Eschelon access to the expedite capability it has relied upon
4 under its ICA with Qwest for the past 6 years, Qwest has implemented a unilateral
5 change in contravention of the parties' ICA, the Commission's Order approving the
6 ICA as well as state and federal law. Moreover, if Qwest is not required to honor the
7 ICA and, instead is allowed to implement these changes, Qwest will have been
8 successful in foisting non-cost based, non approved rates upon Eschelon,
9 discriminating against Eschelon and placing it at a competitive disadvantage.
10 Finally, and perhaps more importantly, Qwest's argument that because it does not sell
11 or utilize UNE-loops and that, therefore, parity does not apply in this case is
12 fundamentally flawed and should be considered a sign of things to come. Should
13 Qwest be allowed to use such an argument going-forward, it may well limit access to
14 UNEs and limit the features, functions and capabilities of those UNEs such that
15 competitors no longer are able to utilize them in order to compete with Qwest. These
16 conclusions apply to the particular example of Qwest's refusal to honor the expedite
17 terms called for within the Parties' ICA and will continue on a going-forward basis
18 absent Commission action here.
19 For all of the reasons discussed in my testimony and that of Ms. Johnson, I
20 recommend that the Commission enter an Order finding Qwest's actions to be in
21 violation of the Commission orders that approved the parties' ICA, the 271 Order and
22 the Cost Docket Orders as described herein and above. I also recommend that the

Commission enter a finding that Qwest's unilateral refusal to honor the expedite terms (in the case of the rehabilitation center discussed in Ms. Johnson's testimony) contained in the parties' ICA constitutes a violation of both federal and state law and further recommend that Commission prevent such action going forward by requiring Qwest to honor the emergency expedites process as it pertains to the products previously provided on an expedited ordering basis, including UNE loops, ordered by Eschelon in addition to other specific relief sought by Eschelon in its initial Complaint and other relief which the Commission may deem necessary and appropriate. Moreover, I recommend that the Commission expressly reject Qwest's argument that because it does not sell or utilize UNE loops that parity is not at issue here. Finally, I recommend that the Commission orders Qwest to pay a refund of the expedite fees related to the case of the rehabilitation center. This refund should be equal to the total amount of the expedite fees ($1,800) minus any actual costs that Qwest may have incurred in addressing this expedite order, provided that these additional costs are supported and approved by the Commission.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

Webber
xtra

ATTACHMENT A

James D. Webber

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QSI Consulting, Inc.

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Biography

Mr. Webber joined QSI with approximately 13 years of experience within the public utility and regulatory fields. During the past 10 years, Mr. Webber has served as the Director of External Affairs for ATX/CoreComm, as a District Manager for AT&T's Law and Government Affairs organization and as a District Manager within AT&T's Local Services and Access Management organization. In addition to working "in-house," Mr. Webber has also provided consulting services to a number of the nation's most notable telecommunications carriers including, for example, AT&T, ATX, MCI, McLeod and XO.

During his tenure within the telecommunications industry, Mr. Webber has been responsible for cost-of-service analyses, business case modeling, contract negotiations and arbitrations, vendor management, operational process improvement, regulatory affairs and tariff management. Beginning his career in telecommunications with the Illinois Commerce Commission, where he served as the Manager of the Telecommunications Division's Rates Department, Mr. Webber has been called upon to provide expert testimony nearly 100 times before federal and state regulatory agencies throughout the United States.

In addition to his experience in telecommunications, Mr. Webber spent a significant amount of time at the Illinois Department of Energy and Natural Resource, where he modeled electricity and natural gas consumption, estimated the impact of DSM initiatives on natural gas and electricity consumption and estimated the benefits and costs of environmental pollutant mitigation strategies.

Educational Background

Master of Science, Economics
Illinois State University, Normal, Illinois 1993

Bachelor of Science, Economics
Illinois State University, Normal, Illinois 1990

QSI consulting, inc.

QSI consulting, inc.

James D. Webber

Professional Experience

QSI Consulting, Inc.
2003 - Current
Senior Consultant

ATX/CoreComm
2000 - 2003
Director External Affairs

AT&T
1999 - 2000
District Manager
Local Services and Access Management
1997 - 1999
District Manager
Law and Government Affairs

Competitive Strategies Group, Ltd
1996 -1997
Senior Consultant

Illinois Commerce Commission

1996
Manager, Rates Section
1994 - 1996
Economic Analyst, Rates Section
Telecommunications Division

Illinois Department of Energy and Natural Resources
1992 - 1994
Research Project Coordinator

Expert Testimony – Profile

The information below is Mr. Webber's best effort to identify all proceedings wherein he has either provided pre-filed written testimony, an expert report or provided live testimony.

Federal Communications Commission
File No. EB-01-MD-017
In the matter of CoreComm Communications, Inc. and Z-Tel Communications, Inc., Complainants v. SBC Communications Inc., Southwestern Bell Telephone Company, Pacific Bell Telephone Company, Nevada Bell Telephone Company, The Southern New England Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Inc., Michigan Bell Telephone Company, The Ohio Bell Telephone Company, and Wisconsin Bell, Inc.
On behalf of CoreComm Communications, Inc.

Alabama Public Service Commission
APSC Docket No. 29054
In re: Implementation of the Federal Communications Commission's Triennial Review Order (Phase II – Local Circuit Switching)
On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications

Florida Public Service Commission
FPSC Docket No.030851-TP
In re: Implementation of requirements arising from Federal Communications Commission's triennial UNE review: Local Circuit Switching for Mass Market Customers
On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications, Inc.

Georgia Public Service Commission
Docket No. 17749-U
In re: FCC's Triennial Review Order Regarding the Impairment for Local Switching for Mass Market Customers
On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

Illinois Commerce Commission
ICC Docket No. 04-0461
Illinois Bell Telephone Company Petition Regarding Compliance with the Requirements of Section 13-505.1 of the Public Utilities Act
On behalf of AT&T Communications of Illinois, Inc. CIMCO Communications, Inc., Forte Communications, Inc., McLeodUSA Telecommunications Services, Inc., MPower Communications Corp., TCG Chicago, TCG Illinois, XO Illinois, Inc.

Illinois Commerce Commission
ICC Docket No. 00-0700
Illinois Commerce Commission on its own motion -vs- Illinois Bell Telephone Company. Investigation into tariff providing unbundled local switching with shared transport
On behalf of CoreComm Illinois, Inc.

Illinois Commerce Commission
ICC Docket Nos. 97-0516, 97-0601, and 96-0602
Illinois Commerce Commission on its own motion -vs- Illinois Bell Telephone Company; et al. Investigation into non-cost based access charge rate elements in the intrastate access charges of incumbent local exchange carriers in Illinois. Illinois Commerce Commission on its own motion Investigation into implicit universal service subsidies in intrastate access charges and to investigate how these subsidies should be treated in the future
On Behalf of AT&T Communications of Illinois, Inc.

Illinois Commerce Commission
ICC Docket Nos. 96-0486 and 96-0596
Illinois Commerce Commission on its own motion Investigation into forward looking cost studies and rates of Ameritech Illinois for interconnection, network elements, transport and termination of traffic. Illinois Bell Telephone Company Proposed rates, terms and conditions for unbundled network elements
On behalf of AT&T Communications of Illinois, Inc.

Illinois Commerce Commission
ICC Docket Nos. 95-0458 and 95-0531
AT&T Communications of Illinois, Inc. Petition for a total local exchange wholesale service tariff from Illinois Bell Telephone Company d/b/a Ameritech Illinois and Central Telephone Company Pursuant to section 13-505.5 of the Illinois Public Utilities Act. LDDS Communications, Inc. d/b/a LDDS Metromedia Communications. Petition for a total wholesale network service tariff from Illinois Bell Telephone Company d/b/a Ameritech Illinois and Central Telephone Company pursuant to Section 13-505.5 of the Illinois Public Utilities Act
On behalf of the Staff of the Illinois Commerce Commission.

Illinois Commerce Commission
ICC Docket Nos. 95-0201 and 95-0202
Illinois Bell Telephone company proposed establishment of separate rate elements for single line versus multiline business access line customers. Illinois Bell Telephone company proposed establishment of separate rate elements for directory assistance to business sand residence customers
On behalf of the Staff of the Illinois Commerce Commission.

Illinois Commerce Commission

ICC Docket No. 94-0048
IntraLATA Presubscription Rule Making
On behalf of the Staff of the Illinois Commerce Commission.

Illinois Commerce Commission
ICC Docket Nos. 94-0096, 94-0117, and 94-0146
Proposed Introduction of a Trial of Ameritech's Customers First Plan in Illinois, et al.
On behalf of the Staff of the Illinois Commerce Commission.

Indiana Regulatory Utility Commission
IRUC Cause No. 40571-INT-03
AT&T Communications of Indiana, Inc. TCG Indianapolis petition for arbitration of interconnection rates terms and conditions and related arrangements with Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana pursuant to Section 252(b) of the Telecommunications Act of 1996
On behalf of AT&T Communications of Indiana, Inc and TCG Indianapolis.

Indiana Regulatory Utility Commission
IRUC Cause No. 40785
In the matter of the investigation on the Commission's own motion into any and all matters relating to access charge reform and universal service reform including, but not limited to high cost or universal service funding mechanisms relative to telephone and telecommunications services within the state of Indiana pursuant to IC 8-1-2-51, 58, 59, 69; 8-1-2.6 ET. SEC. and other related state statutes, as well as the Federal Telecommunications Act of 1996 (47 U.S.C. Sec. 151, ET. SEC.)
On behalf of AT&T Communications of Indiana, Inc.

Indiana Regulatory Utility Commission
IURC Cause No. 40611
In the matter of the Commission investigation and generic proceeding on Ameritech Indiana's rates for interconnection, service, unbundled elements, and transport and termination under the Telecommunications Act of 1996 and related Indiana statutes
On behalf of AT&T Communications of Indiana, Inc.

Kentucky Public Service Commission
KPSC Docket No. 2003-00379
In the Matter of: Review of Federal Communications Commission's Triennial Review Order Regarding Unbundling Requirements For Individual Network Elements
On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

Kent County Circuit Court
Case No. 04-07026-CH.
LUCRE, INC. Plaintiff / Counter-Defendant V MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, d/b/a SBC Michigan and f/k/a Ameritech Michigan, Defendant / Counter-Plaintiff
On behalf of Lucre, Inc.

Louisiana Public Service Commission
LPSC Docket No. U-27571
In Re: Implementation of the Requirements Arising from the Federal Communications Commission's Triennial Review Order, Order 03-36, Unbundled Local Circuit Switching for Mass Market Customers and Establishment of a Batch Cut Migration Process
On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

Michigan Public Service Commission
MPSC Case No. U-14384

In the matter of the complaint and application for resolution of SBC Michigan against LUCRE, INC., for refusal to pay certain charges lawfully assess and for other violations of duties under law
On behalf of Lure, Inc.

Michigan Public Service Commission
MPSC Case No. U-13977 and U-14175
In the matter of the application of AT&T COMMUNICATIONS OF MICHIGAN, INC. for Commission Determination of Switched Access Rates Pursuant to MTA Section 310(2)
On behalf of AT&T Communications of Michigan, Inc.

Michigan Public Service Commission
MPSC Case No. U-13531
In the matter, on the Commission's own motion, to review the costs of telecommunications services provided by SBC Ameritech Michigan
On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc and Brooks Fiber Communications of Michigan, Inc.

Michigan Public Service Commission
MPSC Case No. U-13796
In the matter, on the Commission's own motion, to facilitate the implementation of the Federal Communication Commission's Triennial Review determinations in Michigan
On behalf of Sage Telecom, Inc.

Michigan Public Service Commission
MPSC Case No. U-12622
In the Matter of the application of Ameritech Michigan for approval of shared transport cost study and resolution of disputed issues related to shared transport
On behalf of CoreComm Michigan, Inc.

Michigan Public Service Commission
MPSC Case No. U-12465
In the matter of the application of AT&T Communications of Michigan, Inc., and TCG Detroit for arbitration of interconnection rates, terms and conditions and related arrangements with Ameritech Michigan Pursuant to 47 USC 252(b)
On Behalf of AT&T Communications of Michigan, Inc., and TCG Detroit.

Michigan Public Service Commission
MPSC Case No. U-11831
In the matter, on the Commission's own motion, to consider the total long run service incremental costs for all access, toll, and local exchange services provided by Ameritech Michigan
On behalf of AT&T Communications of Michigan, Inc. and TCD Detroit.

Michigan Public Service Commission
MPSC Case No. U-11743
In the matter of the application and complaint of MCI TELECOMMUNICATIONS CORPORATION against MICHIGAN BELL TELEPHONE COMPANY, d/b/a AMERITECH MICHIGAN, seeking (i) a 55% discount on intrastate switched access service where intraLATA dialing parity is not provided and (ii) an order requiring implementation of intraLATA dialing parity on an expedited basis now that July 1, 1997 has passed.

Michigan Public Service Commission
MPSC Case No. U-11757
In the matter, on the Commission's own motion, to determine procedures to ensure that an end user of a telecommunications provider is not switched to another provider without the authorization of the end user.

Michigan Public Service Commission
MPSC Case No. U-11448
In the matter of the application of the Michigan Exchange Carriers Association, Inc., for approval of a joint total service long run incremental cost study
On behalf of AT&T Communications of Michigan, Inc. and MCI Telecommunications Corporation.

Michigan Public Service Commission
MPSC Case No. U-11280
In the matter, on the Commission's own motion, to consider the total service long run incremental costs and to determine the prices of unbundled network elements, interconnection services, resold services, and basic local exchange services for Ameritech Michigan
On behalf of AT&T Communications of Michigan, Inc.

Mississippi Public Service Commission
MPSC 2003-AD-0714
IN RE: generic proceeding to review the federal communications commission's triennial review order
On behalf of MCImetro Access Transmission Services, LLC MCI WORLDCOM Communications, Inc.

North Carolina Utilities Commission
NCUC Docket No. P-100, Sub 133q
In the Matter of: Triennial Review – UNE-P Address Implementation of Unbundling Docket No. P-100, Sub 133q Requirements of R-51.319 in Determining Principally the Continued Availability of Unbundled Local Switching for the Mass-Marke
On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications, Inc.

Public Utility Commission of Ohio
PUCO Case No. 02-579-TP-CCS
In the matter of the Complaint and motion of CoreComm Newco, Inc., Complainant, V. Ameritech Ohio, Respondent
On behalf of CoreComm Newco, Inc.

Public Utility Commission of Ohio
PUCO Case No. 00-942-TP-COI
In the matter of the further investigation into Ameritech Ohio's entry into in-region interLATA service under section 271 of the Telecommunications Act of 1996
On Behalf of CoreComm Newco, Inc.

Public Utility Commission of Ohio
PUCO Case No. 00-1188-TP-ARB
In the matter of the application of AT&T Communications of Ohio Inc. and TCG Ohio for arbitration of interconnection rates, terms and conditions and related arrangements with SBC Ohio
On Behalf of AT&T Communications of Ohio, Inc.

Public Utility Commission of Ohio
PUCO Case No. 96-899-TP-ALT
In the matter of the application of Cincinnati Bell Telephone Company for approval of a retail pricing plan which may result in future rate increases and for a new alternative regulation plan
On Behalf of AT&T Communications of Ohio, Inc.

Public Utility Commission of Ohio
PUCO Case No. 96-366-TP-ALT and Case No. 96-532-TP-UNC
In the matter of the complaint of AT&T Communications of Ohio, Inc., Complainant, V. Ameritech Ohio, Respondent, In the matter of the implementation of substitute Senate Bill 306 or substitute House Bill 734 of the 121st General Assembly

On Behalf of AT&T Communications of Ohio, Inc.

Public Utility Commission of Ohio
PUCO Case No. 96-922-TP-UNC
In the matter of the review of Ameritech Ohio's Economic Costs for Interconnection, Unbundled Network Elements, and Reciprocal Compensation for Transport and Terminations of Local Telecommunications Traffic
On Behalf of AT&T Communications of Ohio, Inc.

Public Utility Commission of Ohio
PUCO Case No. 02-1280-TP-UNC
In the Matter of the Review of SBC Ohio's TELRIC Costs of Unbundled Network Elements
On behalf of CoreComm Newco, Inc., LDMI Telecommunications, Inc. and XO Ohio, Inc.

Public Service Commission of South Carolina
Docket No. 2003-326-C
In Re: Analysis of Continued Availability of Unbundled Local Switching for Mass Market Customers Pursuant to the Federal Communications Commission's Triennial Review Order
On behalf of MCImetro Access Transmission Services LLC and MCI WorldCom Communications, Inc.

Tennessee Regulatory Authority
TRA Docket No. 03-00491
Implementation of the Federal Communications Commission's Triennial Review Order – 9 Month Proceeding – Switching
On behalf of MCImetro Access Transmission Services, LLC and Brooks Fiber of Tennessee, Inc.

Tennessee Regulatory Authority
TRA Docket No. 03-00526
Implementation of the Federal Communications Commission's Triennial Review Order – 9 Month Proceeding – Hot Cuts
On behalf of MCImetro Access Transmission Services, LLC and Brooks Fiber of Tennessee, Inc.

Public Service Commission of Wisconsin
PSCW Docket No. 2815-TR-103
Application of CenturyTel of the Midwest-Kendall LLC Requesting Public Service Commission to Approve Alternative Regulation Plan
On behalf of AT&T Communications of Wisconsin, L.P. and TCG Milwaukee.

Public Service Commission of Wisconsin
PSCW Docket No. 05-TI-174
Generic review of carrier performance and consumer benefits under alternative regulation
On behalf of AT&T Communications of Wisconsin, Inc.

ATTACHMENT B

4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES

4.1 GENERAL

The customer may request a modification of an order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within the normal business hours of 8 a.m. to 5 p.m.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the order modification, the Company will schedule a new service date. Refer to the Service Interval Guide which is in accordance with Company procedures. All charges for order modifications will apply on a per-occurrence basis.

These order modifications do not apply to services not requiring a circuit provisioning design.

The types of order modifications available are delineated in the following paragraphs.

4.1.1 SERVICE DATE CHANGE

Service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 business days.

When for any reason, the customer wishes to change the service date, the customer should notify the Company before the original service date, to request a different service date.

If the customer requested service date is more than 30 business days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied, unless the customer indicates that billing for the service is to commence as specified in 4.1.3, following. In such instances, the date billing is to commence shall be the 31st business day beyond the original service date of the order. Failure to notify the Company prior to the original service date to request a different service date may result in the application of a Dispatch Charge as set forth in 4.1.17, following.

A new service date may be established that is prior to the original service date if the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.

If the service is changed to an earlier date, the customer will be notified by the Company that an Expedited Order Charge will apply.

4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES

4.1 GENERAL (CONT'D)

4.1.4 EXPEDITE

A. If a customer desires that service be provided on an earlier date than that which has been established for the order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedite Charge will apply. The customer will be notified of the Expedite Charge prior to the order being issued.

B. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Charge will apply unless the missed service date was caused by the customer.

C. The Expedited Order Charge will be applied when the customer requests a service date that is prior to the standard interval service date as set for in the Qwest Corporation Service Interval Guide (SIG) on an order or when a customer requests an earlier service date on a pending standard or negotiated interval order. (C)

The Expedited Order Charge, as set forth below, will apply on a per order basis for each day the service date is advanced.

	USOC	NONRECURRING CHARGE
• Per day advanced	EODDB	$200.00

The Expedited Order Charges will be billed in addition to other applicable nonrecurring charges. (C)

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.1 ORDER MODIFICATION

The customer may request a modification of an order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within the normal business hours of 8 a.m. to 5 p.m.

If the modification cannot be made with the normal work force during normal b

ATTACHMENT C

		Recurring	Recurring, per Mile	Non- Recurring			
9.2.3.5	OC-n Capable Loop			See 9.2.7			
9.2.3.5.1	OC - 3	$834.95			5		
9.2.3.5.2	OC - 12	$1,268.67			5		
9.2.3.5.3	OC - 48	$3,305.99			5		
9.2.3.6	2-Wire Extension Technology	$4.06			A		
9.2.3.7	2-Wire Extension Technology - Unbundled Loop Grooming	$0.37			5		
9.2.4	Loop Installation Charges for 2 and 4 wire analog, 2 and 4 wire non-loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required. (Note: If conditioning is required, additional conditioning charges may apply as specified in Section 9.2.2.5 above).	See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation						
9.2.4.1.1	First			$53.86			A
9.2.4.1.2	Each Additional			$46.40			A
9.2.4.2	Basic Installation with Performance Testing						
9.2.4.2.1	First			$117.30			A
9.2.4.2.2	Each Additional			$84.16			A
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.4.3.1	First			$141.67			A
9.2.4.3.2	Each Additional			$84.16			A
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.4.4.1	First			$58.18			A
9.2.4.4.2	Each Additional			$50.73			A
9.2.4.5	Basic Installation with Cooperative Testing						
9.2.4.5.1	First			$117.30			A
9.2.4.5.2	Each Additional			$84.16			A
9.2.5	DS1 Loop Installation Charges	See 9.2.3.3					
9.2.5.1	Basic Installation						
9.2.5.1.1	First			$87.93			A
9.2.5.1.2	Each Additional			$67.58			A
9.2.5.2	Basic Installation with Performance Testing						
9.2.5.2.1	First			$169.69			A
9.2.5.2.2	Each Additional			$124.27			A
9.2.5.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.5.3.1	First			$194.07			A
9.2.5.3.2	Each Additional			$124.27			A
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.5.4.1	First			$93.49			A
9.2.5.4.2	Each Additional			$73.14			A
9.2.5.5	Basic Installation with Cooperative Testing						
9.2.5.5.1	First Loop			$169.69			A
9.2.5.5.2	Each Additional			$124.27			A
9.2.6	DS3 Loop Installation Charges	See 9.2.3.4					
9.2.6.1	Basic Installation						
9.2.6.1.1	First			$87.93			A
9.2.6.1.2	Each Additional			$67.58			A
9.2.6.2	Basic Installation with Performance Testing						
9.2.6.2.1	First			$169.69			A
9.2.6.2.2	Each Additional			$124.27			A
9.2.6.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
9.2.6.3.1	First			$194.07			A
9.2.6.3.2	Each Additional			$124.27			A
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
9.2.6.4.1	First			$93.49			A
9.2.6.4.2	Each Additional			$73.14			A
9.2.6.5	Basic Installation With Cooperative Testing						
9.2.6.5.1	First			$169.69			A
9.2.6.5.2	Each Additional			$124.27			A
9.2.7	OC - 3, 12, 48 Loop Installation Charges	See 9.2.3.5					
9.2.7.1	Basic Installation						
9.2.7.1.1	First			$87.93			A

Exhibit A
Arizona*

	Recurring	Recurring, per Mile	Non- Recurring	REC		
9.20.4 Testing and Maintenance, per Half Hour or fraction thereof						
9.20.4.1 Testing and Maintenance – Basic			$28.96			A
9.20.4.2 Testing and Maintenance – Overtime			$38.68			A
9.20.4.3 Testing and Maintenance – Premium			$48.40			A
9.20.5 Maintenance of Service, per Half Hour or fraction thereof						
9.20.5.1 Maintenance of Service – Basic			$27.26			A
9.20.5.2 Maintenance of Service – Overtime			$36.41			A
9.20.5.3 Maintenance of Service – Premium			$45.57			A
9.20.6 Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof						
9.20.6.1 Additional Cooperative Acceptance Testing – Basic			$28.96			A
9.20.6.2 Additional Cooperative Acceptance Testing – Overtime			$38.68			A
9.20.6.3 Additional Cooperative Acceptance Testing – Premium			$48.40			A
9.20.7 Nonscheduled Cooperative Testing, per Half Hour or fraction thereof						
9.20.7.1 Nonscheduled Cooperative Testing - Basic			$28.96			A
9.20.7.2 Nonscheduled Cooperative Testing – Overtime			$38.68			A
9.20.7.3 Nonscheduled Cooperative Testing – Premium			$48.40			A
9.20.8 Nonscheduled Manual Testing, per Half Hour or fraction thereof						
9.20.8.1 Nonscheduled Manual Testing – Basic			$28.96			A
9.20.8.2 Nonscheduled Manual Testing – Overtime			$38.68			A
9.20.8.3 Nonscheduled Manual Testing – Premium			$48.40			A
9.20.9 Cooperative Scheduled Testing						
9.20.9.1 Cooperative-Scheduled Testing - Loss			$0.08			A
9.20.9.2 Cooperative Scheduled Testing - C Message Noise			$0.08			A
9.20.9.3 Cooperative Scheduled Testing - Balance			$0.33			A
9.20.9.4 Cooperative Scheduled Testing - Gain Slope			$0.08			A
9.20.9.5 Cooperative Scheduled Testing - C Notched Noise			$0.08			A
9.20.10 Manual Scheduled Testing						
9.20.10.1 Manual Scheduled Testing - Loss			$0.16			A
9.20.10.2 Manual Scheduled Testing -C- Message Noise			$0.16			A
9.20.10.3 Manual Scheduled Testing - Balance			$0.65			A
9.20.10.4 Manual Scheduled Testing - Gain Slope			$0.16			A
9.20.10.5 Manual Scheduled Testing - C Notched Noise			$0.16			A
9.20.11 Additional Dispatch			$83.10			A
9.20.12 Date Change			$10.22			A
9.20.13 Design Change			$72.79			A
9.20.14 Expedite Charge			ICB			5
9.20.15 Cancellation Charge			ICB			5
9.21 Channel Regeneration						
9.21.1 DS1	$0.00		$0.00	A		A
9.21.2 DS3	$0.00		$0.00	A		A
9.22 Intentionally Left Blank						
9.23 UNE Combinations						
9.23.1 UNE - P Qwest Miscellaneous Services Available with UNE-P						
9.23.1.1 Qwest DSL (provided with UNE-P)	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.2 Qwest Voice Messaging Service (provided with UNE-P)	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3 Qwest AIN Services (provided with UNE-P)	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.1 Remote Access Forwarding List	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.2 Scheduled Forwarding	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.3 Dial Lock	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			
9.23.1.3.4 Do Not Disturb	See applicable Qwest Retail Tariff, Catalog or Price List		See applicable Qwest Retail Tariff, Catalog or Price List			

Exhibit A
Arizona*

	Recurring	Recurring, per Mile	Non- Recurring	Ref	Ref	Ref
10.5.2 Reload of Database, per Listing	$0.02			2, 5		
10.5.3 Daily Updates, per Listing	$0.025			2, 5		
10.5.4 One-time Set-Up Fee, per Hour			$82.22			2, 5
10.5.5 Media Charges for File Delivery						
10.5.5.1 Electronic Transmission	$0.00			2, 5		
10.5.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)	$30.00			2, 5		
10.5.5.3 Shipping Charges (for tape delivery)			ICB			5
10.6 Toll and Assistance Operator Services, Facility Based Providers,						
10.6.1 Option A – Per Message						
10.6.1.1 Operator Handled Calling Card	$1.45			2, 5		
10.6.1.2 Machine Handled Calling Card	$0.60			2, 5		
10.6.1.3 Station Call	$1.50			2, 5		
10.6.1.4 Person Call	$3.50			2, 5		
10.6.1.5 Connect to Directory Assistance	$0.75			2, 5		
10.6.1.6 Busy Line Verify, per Call	$0.72			2, 5		
10.6.1.7 Busy Line Interrupt	$0.87			2, 5		
10.6.1.8 Operator Assistance, per Call	$0.87			2, 5		
10.6.2 Option B – Per Operator Work Second and Computer Handled Calls						
10.6.2.1 Operator Handled, per Operator Work Second	$0.181			2, 5		
10.6.2.2 Machine Handled, per Call	$0.25			2, 5		
10.6.2.3 Call Branding, Set-Up & Recording			$10,500.00			2, 5
10.6.2.4 Loading Brand/Per Switch			$175.00			2, 5
10.7 Access to Poles, Ducts, Conduits and Rights of Way						
10.7.1 Pole Inquiry Fee, per Mile			$317.28			2, 5
10.7.2 Innerduct Inquiry Fee, per Mile			$381.38			2, 5
10.7.3 ROW Inquiry Fee			$140.95			2, 5
10.7.4 ROW Document Preparation Fee			$140.95			2, 5
10.7.5 Field Verification Fee, per Pole			$35.24			2, 5
10.7.6 Field Verification Fee, per Manhole			$140.95			2, 5
10.7.7 Planner Verification, per Manhole			$15.72			2, 5
10.7.8 Manhole Verification Inspector per Manhole			$281.90			2, 5
10.7.9 Manhole Make-Ready Inspector, per Manhole			$422.85			2, 5
10.7.10 Intentionally Left Blank						
10.7.11 Pole Attachment Fee, per Foot, per Year						
10.7.11.1 Urban						
10.7.11.1.1 2004	$3.23			4		
10.7.11.1.2 2005	$3.47			4		
10.7.11.2 Non-Urban						
10.7.11.2.1 2004	$4.64			4		
10.7.11.2.2 2005	$5.23			4		
10.7.12 Innerduct Occupancy Fee, per Foot, per Year	$0.36			4		
10.7.13 Access Agreement Consideration			$10.00			2
10.7.14 Make Ready			ICB			5
12.0 Operational Support Systems						
12.1 Development and Enhancements, per Order			Under Development			
12.2 Ongoing Maintenance, per Order			Under Development			
12.3 Daily Usage Record File, per Record	No Charge at this time			5, 12		
12.4 Trouble Isolation Charge			See Section 9.20			
17.0 Bona Fide Request Process						
17.1 Processing Fee			$2,367.93			A

NOTES:

Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:

A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02
B: Cost Docket T-00000A-00-0194 Phase IIA Order No. 65451 Effective 12/12/02
C: Cost Docket T-00000A-00-0194 Phases II & IIa Record Reopened Decision No. 66385 Effective Dates 6/12/02 & 10/6/03

[1] Rate not addressed in Cost Docket (estimated TELRIC).
[2] Market-based rates
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond-what are reflected here.
[6] When intrastate tariffed DS3 Private Line Transport (PLTS), Local Interconnection Service (LIS) or EEL share the same PLTS multiplexed DS3, the fraction of DS0's dedicated to LIS, EEL, or intrastate PLTS is divided by 672 and multiplied by the applicable products' DS3 rate elements. The Qwest mechanized implementation team will notify the Qwest Service Delivery LIS process manager of this customer-specific requirement.

[7] Qwest is reinstating the Cable Unloading /Bridge Tap Removal Charge effective 3/14/05. Qwest can't bill the current rate structure, but will bill customers the lowest rate.

EXHIBIT
E-4
admitted

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

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EXECUTIVE SUMMARY

Qwest made a decision to alter its historical terms for expedites and implement admittedly non cost based[1] retail rates for providing the capability to expedite delivery of unbundled network elements (UNEs) to Eschelon, a wholesale customer. In other words, Qwest decided to increase the rate it charges CLECs without providing economic cost support or obtaining an approved UNE rate. Eschelon's contract with Qwest, which requires compliance with state and federal law,[2] states that Qwest "shall" provide Eschelon with "the capability to expedite a service order"[3] and obligates Qwest to charge cost-based rates.[4] ***A primary issue in this complaint case is whether Qwest could impose its own decision on Eschelon – by withholding this important expedite capability – without Eschelon's mutual agreement to modify the terms of a contract under which Qwest had been providing expedite capability for almost six years.*** The contract says no.[5] Staff has also concluded that the answer to this question is no.[6] Until January of 2006, Qwest provided expedite capability per the contract for UNEs (including "designed" facilities).[7] Staff concluded that Qwest should continue to provide that capability based on its analysis of the contract. Another primary issue is whether Qwest's imposition of its own decision on CLECs is discriminatory. Whether the Commission decides the issue based on the contract terms or Qwest's nondiscrimination obligations or both, the Commission should also conclude that Qwest must continue to offer expedite capability per mutually agreed upon terms and at cost based rates.

For almost six years (from April 28, 2000 through approximately January 2, 2006), Qwest and Eschelon operated under a mutually agreed upon process pursuant to which Qwest provided expedites for all types of unbundled loops (and other products) at no additional charge when certain emergency conditions were met.[8] The mutually agreed upon process was in place before Qwest documented it on its website. On September 22, 2001, Qwest issued a product notification indicating that Qwest had updated its website on methods and procedures for Expedites and Escalations to document the definition of expedite and valid expedite reasons (*i.e.*, the emergency conditions).[9] This was not a change request or change in process. Qwest specifically recognized in the product notification that "these updates reflect current practice."[10] Qwest also admits that it provided expedites for unbundled loops to Eschelon during this time.[11]

The ICA specifically provides that any expedite procedures to be followed when ***CLEC*** "determines an expedite is required to meet subscriber service needs" must be "***mutually*** develop[ed]."[12] Despite this express contract provision, effective January 3, 2006, Qwest stopped providing expedite capability for unbundled loops to Eschelon under the ICA without Eschelon's mutual consent. Contrary to Qwest's allegations of inaction or insufficient action, Eschelon expressly objected to Qwest's conduct in CMP comments on this change[13] (as well as escalating in CMP a related change made close in time).[14] Other CLECs were similarly taken by surprise and objected.[15] One of Eschelon's objections was that Qwest is "unilaterally imposing charges via a process change in

CMP."[16] Qwest admits that rates and the application of rates are outside the scope of CMP,[17] and Staff agrees.[18] Eschelon also specifically identified both of these attempted CMP changes as the subject of dispute in a dispute resolution letter to Qwest seeking to resolve the dispute.[19] Qwest's own CMP Document requires no other action before bringing a dispute to the Commission for resolution; in fact, Eschelon did more than is required.[20] Therefore, Qwest is well aware that these changes were not mutually developed but made over Eschelon's express objections. These changes are not a part of the ICA, because they were not mutually developed and Eschelon did not consent to modifying the terms pursuant to which the parties operated for almost six years under the ICA. If changes are made in CMP that conflict with an ICA, or abridge the rights of a party under an ICA, the CMP Document expressly provides that the terms of the ICA control.[21] Qwest was also aware of this term of its own CMP Document. Therefore, Qwest should have continued to provide expedite capability to Eschelon under its current contract and, if Qwest desired a change, sought dispute resolution rather than refuse to provide service in violation of the contract.[22]

Regarding the "retail" versus "wholesale" rate issue, Qwest argues it should be able to impose upon Eschelon and other CLECs the same rate that Qwest charges its private line retail customers. Qwest erroneously equates providing a retail service ***at the same price*** with providing wholesale service on nondiscriminatory terms.[23] The threshold question to be addressed is whether for itself Qwest provides the service to its retail customers, separate from the question of price. If so, the analysis moves to another question, which addresses what the wholesale price should be. Qwest inappropriately collapses these two questions into one.

As to the threshold question, it is undisputed that Qwest provides the capability to expedite orders for its retail customers.[24] As to the wholesale price to be charged, it should be based on economic cost because Qwest faces its own costs in providing expedites of orders. Qwest does not explicitly or implicitly charge itself a non cost based, market rate in order to expedite orders for its retail customers. Rather, it only incurs the cost of expediting such orders. By proposing to charge Eschelon a non cost based price that is higher than Qwest's own expedite costs, Qwest proposes to violate its nondiscrimination obligation[25] because this price constitutes terms that are less favorable than terms faced by Qwest in expediting its own orders (*i.e.*, the term that Qwest offers "to itself").[26]

Because for itself Qwest provides expedites to its retail customers, the analysis moves to the next question, which addresses what the wholesale price should be. The wholesale price should be determined based on economic cost. Qwest historically has treated expedites as a rate element subject to cost based pricing. Expedite capability was provided for six years as part of the Section 251 ICA between Eschelon and Qwest – since 2000. In 2001, Qwest confirmed that expedites were a part of accessing UNEs when Qwest asked the Commission to establish an Individual Case Basis ("ICB") rate for

expedites.[1] As discussed below, the Qwest witness listed expedites as within the category of UNEs, which means that Qwest understood they were subject to cost-based (*i.e.* TELRIC) pricing. Qwest proposed to charge for expedites on an ICB basis. The Commission in its order in the UNE Cost Docket found that: "Qwest is directed to develop cost studies for all services offered in this docket on an ICB price basis in Phase III. Qwest should make every effort to ***develop reasonable cost-based prices*** for such services even if it has little or no experience actually provisioning the services."[27] Qwest recognizes this fact, as its current Arizona SGAT (dated February 10, 2005) lists footnote five next to the Expedite rate element.[28] Footnote five reads: "Rates for this element ***will be proposed in Arizona Cost Docket Phase III*** and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here."[29] Qwest has never sought permission from this Commission to remove expedites from the list of UNE rate elements, nor has the Commission issued an order removing expedites. Therefore, cost-based rates for expedites are still required by the Commission's order, in addition to Section 252(d)(1)(A)(i) of the federal Act.

Today, however, Qwest argues that cost-based rates do not apply. Its proffered reasons why charges for expedites allegedly need not be cost based have vacillated. Qwest has argued that expedites are "not UNEs"[30] (in direct contradiction to the Qwest filing described in the previous paragraph). In contrast, Qwest has also implicitly accepted that expedites are part of accessing UNEs because it has described expedites in the context of the statutory requirements for offering "access to network elements on a nondiscriminatory basis" based on whether the network element has a "retail analogue."[31] Regarding the first of these claims, Qwest argues that expedites are not UNEs because they are "superior" services. As discussed, however, for itself Qwest provides expedites to its retail customers, so the service is not superior to that which it provides to itself – the relevant comparison. Regarding the second of these claims, Qwest has claimed both that UNE loops do *not* have a retail analogue (though it now claims this applies to UNE DSO loops)[32] and that UNE DS1 and DS3 loops *do* have a retail analogue.[33] In any event, the FCC has said specifically that the nondiscrimination test is no less rigorous when there is no retail analogue.[34] In either case, Qwest must provide "***access to*** network elements on a nondiscriminatory basis."[35] In ¶268 of its *First Report and Order*, the FCC found that the requirement to provide "access" to UNEs must be read broadly, concluding that the Act requires that UNEs "be provisioned in a way that would make them useful." Expedites are needed to make UNEs useful and to allow Eschelon a meaningful opportunity to compete.

Per Qwest,[36] for UNE DS1 and DS3 loops, the applicable nondiscrimination test is the test when a network element has a retail analogue: whether Qwest provides "***access*** to competing carriers in 'substantially the same time and manner' as it provides to itself."[37] Note, the FCC's test does ***not*** say in substantially the same time and manner ***and at the***

[1] *See* Exhibit Denney (DD)-4.

same price. Currently, under the existing Qwest-Eschelon ICA, Qwest does not provide expedite capability to Eschelon for UNE DS1 and DS3 loops ***at all***, much less in the same time and manner. As the rehabilitation center example described in the Complaint[38] shows, Qwest refuses to provide expedite capability for DS1 capable loops under that contract's existing terms today, despite having provided expedite capability for DS1 capable loops under the same contract for nearly six years.

For all of these reasons, the Commission should conclude that Qwest did not adhere to the ICA and must continue to offer expedites for all products (including all types of unbundled loops) at no additional charge when the emergency conditions (*i.e.*, the emergency conditions that were in place before Qwest PCAT Versions 27 and 30) are met. Qwest has presented no evidence that this is not cost-based. CLECs continue to pay the installation NRC, which is separate from an expedite fee, with respect to the expedited order. Qwest performs the same provisioning activities; it simply performs them earlier.[39] In addition, Qwest provides expedites when the identified emergency conditions are met only if resources are available. Therefore, Qwest incurs no cost to add resources for expediting an order when the emergency conditions are met.

Staff concludes that Qwest should also continue to offer an option to CLECs to obtain expedited delivery of products for a separate expedite fee (in addition to the installation charge) when the emergency conditions are not met.[40] Staff also concludes that the rate(s) for expedites be considered as part of the next cost docket.[41] The Commission should adopt these conclusions. Once it is confirmed that any separate, additional charge for expediting orders when the emergency conditions are not met must be cost-based, the deadlock over retail tariff rates versus wholesale cost-based rates should be broken. Perhaps then a negotiated resolution can be reached, at least for rates on an interim basis until the Commission decides the issue in a cost docket. If it is not broken or resolved, the fee-added expedite terms will be optional, and Eschelon will continue to be able to obtain expedited delivery of UNE orders under its existing ICA when the emergency-based conditions are met, as it was able to do for the first nearly six years of operating under the contract.

For End Notes to Executive Summary – see next page

ENDNOTES TO EXECUTIVE SUMMARY

[1] *See, e.g.*, Million Direct, p. 2, line 9 ("nor is it required to be priced on a cost basis"); *id.* p. 6, line 14 ("based on what the market will bear.").

[2] *See, e.g.*, Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Part A, §24.3: "All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the FCC Interconnection Order and any applicable Commission orders."

[3] Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 5, §3.2.2.13.

[4] *See, e.g.*, Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 3, §2.1 provides that Qwest will provide Eschelon with Network Elements "on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement." Section 252(d)(1) of the Act provides that "Determinations by a State commission of the just and reasonable rate for . . . network elements for purposes of subsection (c)(3) of" section 251of the Act shall be based on cost. *See* 47 U.S.C. §252(d)(1)(A)(i).

[5]Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Scope, ¶ I ("Except as otherwise provided for in Section 8 of Attachment 2, U S WEST shall not discontinue or refuse to provide any service required hereunder without CO-PROVIDER's prior written agreement in accordance with Section 17 of this Part A of this Agreement"). Section 17 of Part A is the Amendment of Agreement section of the ICA. (Attachment 2 is the Resale section of the ICA.)

[6] Staff Testimony, Executive Summary, Staff Conclusion No. 1.

[7] Answer, Page 9 ¶ 14 Lines 24-25 ("Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon").

[8] *See* Exhibit Johnson ("BJJ") D (Examples of Expedite Requests Approved by Qwest for Unbundled Loop Orders).

[9] *See* Exhibit BJJ A-1 at 000022-000025 - Product Notification for Version 1 of the Expedites & Escalations Overview in PCAT.

[10] *See id.* at Document No. 000022.

[11] Answer, Page 9 ¶ 14 Lines 24-25 ("Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon"); *see also* Novak Direct, p. p. 5, lines 5-12 & lines 21-22 (Qwest "uniformly followed the process in existence at the time for expediting orders for unbundled loops").

[12]Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 5, §3.2.2.12.

[13] *See* BJJ A-7 at 000124-000126 (Eschelon 11/3/05 CMP Comments on Qwest-initiated Version 30 notification) ("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 customers***. . . . ***Eschelon objects*** to Qwest's proposed changes to the current approval required 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***.") (emphasis added).

[14] *See* BJJ A-7 at 000118 (McLeodUSA CMP escalation of Qwest-initiated Version 27 notification) & 000120 (Qwest email confirming "Eschelon did join the escalation").

[15]For example, Integra, in its objections to Qwest's Version 30 change, said: "When Integra signed the Qwest Expedite Amendment were not advised that by signing the amendment it would change the current Expedites Requiring Approval process." *See* Exhibit BJJ A-7 at 000127-000128. McLeodUSA (in an escalation of the Version 27 change joined by Eschelon) said: "McLeodUSA was not even aware this issue

was on the table for discussion." *Id.* at 000118. In its September 12, 2005 initial notice for Qwest's Version 27 change, Qwest said: "Customers who currently have an expedite amendment will automatically be included in this change." *See* Exhibit BJJ-J. In other words, Qwest was changing the ICA terms after the affected amendments were signed – and after the Covad CR under which such proposed changes should have been identified was closed with Qwest's consent but without its disclosure of these terms in July of 2005 – which perhaps partially explains their surprise.

[16] *Id.* at 000124.

[17] Martain Direct, p. 2, line 39.

[18] Staff Testimony, p. 29, lines 4-5.

[19] Exhibit BJJ A-7 at 000137 (April 3, 2006 dispute resolution letter) (with the subject line identifying the Joint McLeod-Eschelon Escalation of Version 27 changes and Eschelon's 11/305 objections to Version 30 changes as subjects of the dispute resolution).

[20] CMP Document, Qwest Exhibit JM-D1 & Eschelon Exhibit BJJ A-9. For example, Section 15.0 ("Dispute Resolution") of the CMP Document states: "This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time." *See id.* It also provides: "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." *See id.* Other procedures in the document are likewise optional. For example, there is an escalation process, but it is not a prerequisite to dispute resolution. *See* Exhibit BJJ-I (October 2-3, 2001 CMP Redesign Meeting Minutes, Att. 4, pp. 35-36, Action Item #83).

[21] CMP Document, Section 1.0 (Scope), Qwest Exhibit JM-D1 & Eschelon Exhibit BJJ A-9.

[22] Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Scope, ¶ I ("Except as otherwise provided for in Section 8 of Attachment 2, U S WEST shall not discontinue or refuse to provide any service required hereunder without CO-PROVIDER's ***prior*** written agreement in accordance with Section 17 of this Part A of this Agreement") (emphasis added). Section 17 of Part A is the Amendment of Agreement section of the ICA. (Attachment 2 is the Resale section of the ICA.)

[23] *Cf.* 47 U.S.C. §252(d)(1)(A), which requires rates to be both "based on cost" ***and*** "nondiscriminatory."

[24] *See, e.g.*, Albersheim Direct in Qwest-Eschelon AZ ICA Arbitration, p. 61, lines 15-16 (". . . Qwest offers expedites today to its retail customers. . ."). Qwest provides expedites to its retail customers served using both "non-designed" and "designed" facilities. *See, e.g.*, Martain Direct, p. 34, lines 17-19.

[25] *See* §51.313. *See also* FCC First Report and Order ¶218 ("Therefore, we reject for purposes of section 251, our historical interpretation of "nondiscriminatory," which we interpreted to mean a comparison between what the incumbent LEC provided other parties in a regulated monopoly environment. We believe that the term "nondiscriminatory," as used throughout section 251, applies to the terms and conditions an incumbent LEC imposes on third parties *as well as on itself.*") (emphasis added).

[26] *See id.* & §51.313(b) (nondiscriminatory terms for the provision of UNEs shall be no less favorable to CLEC than the terms that the ILEC provides "to itself").

[27] *Phase II UNE Cost Docket,* Phase II Opinion and Order, Decision No. 64922, June 12, 2002, p. 75 (emphasis added); *see also* Exhibit DD-4 (excerpts from order and Qwest testimony).

[28] *See* Exhibit C to Webber Direct (adopted) (SGAT pages, p. 14 of 19). Qwest's SGAT is available at its website. See Section 9.20.14 for the Expedite rate element. http://www.qwest.com/about/policy/sgats/SGATSdocs/arizona/AZ_14th_Rev_3rd_Amend_Exh_A_2_10_05_Clean.pdf

[29] Exhibit C to Webber Direct (adopted) (SGAT page at 0001675, note 5 (emphasis added).

[30] Qwest-Eschelon AZ ICA Arbitration Albersheim Direct, p. 64, line 12.

[31] *In the Matter of the 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,* Memorandum Opinion and Order, FCC 99-404, CC Docket No. 99-295, rel. December 22, 1999 ["Bell Atlantic NY 271 Order"] at ¶ 44.

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[32] In its November 18, 2005 CMP Response, Qwest gave the following reason for its refusal to provide the capability to expedite orders for loops under the Expedites Process: "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." *See* Exhibit BJJ A-7 at 000124 (last paragraph) (emphasis added). Although today Qwest attempts to limit this statement to DS0 loops (*see* Albersheim Direct, p. 12, lines 18-19), the statement on its face applied to all unbundled loops. Qwest made this statement to CLEC operational personnel in the CMP context.
[33] Albersheim Direct, p. 12, lines 18-19.
[34] Bell Atlantic NY 271 Order at ¶ 55.
[35] Bell Atlantic NY 271 Order at ¶ 44. In other words, one cannot conclude that "no retail analogue" means "no discrimination." An analysis must be made of whether the access the ILEC provides to CLECs offers a meaningful opportunity to compete. *See id.*
[36] Albersheim Direct, p. 12, lines 18-19 ("DS1 Capable Loops and DS3 Capable Loops have a retail analogue; specifically, DS1 and DS3 private lines respectively").
[37] Bell Atlantic NY 271 Order at ¶ 44 (test to be applied when there is a retail analogue) (emphasis added).
[38] Complaint, ¶¶22-41.
[39] MN ICA Arbitration Transcript (Million), Vol. 2, p. 97, line 18-p, 98, line 22 & p. 97,lines 24-25 ("Q You do the same thing; you just do it faster? A That's correct.").
[40] Staff Testimony, Executive Summary, Staff Conclusion No. 2.
[41] Staff Testimony, Executive Summary, Staff Conclusion No. 7.

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Douglas Denney and I work at 730 2nd Avenue South, Suite 900, Minneapolis, Minnesota 55402.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Eschelon Telecom, Inc., as Senior Manager of Costs and Policy. My responsibilities include negotiating interconnection agreements, monitoring, reviewing and analyzing the wholesale costs Eschelon pays to carriers such as Qwest, and representing Eschelon on regulatory issues.

Q. PLEASE DESCRIBE YOUR EDUCATION AND PROFESSIONAL BACKGROUND.

A. I received a B.S. degree in Business Management from Phillips University in 1988. I spent three years doing graduate work at the University of Arizona in Economics, and then I transferred to Oregon State University where I have completed all the requirements for a Ph.D. except my dissertation. My field of study was Industrial Organization, and I focused on cost models and the measurement of market power. I taught a variety of economics courses at the University of Arizona and Oregon State University. I was hired by AT&T in December 1996 and spent most of my time with AT&T analyzing cost models. In December 2004, I was hired by Eschelon Telecom, Inc., where I am presently employed.

I have participated in over 30 proceedings in the 14-state Qwest region. Much of my prior testimony involved cost models — including the HAI Model, BCPM, GTE's ICM, U S WEST's Unbundled Network Element ("UNE") cost models, and the FCC's Synthesis Model. In addition I have testified about issues relating to the wholesale cost of local service — including universal service funding, unbundled network element pricing, geographic deaveraging, and competitive local exchange carrier access rates. I have also testified about issues surrounding the FCC's Triennial Review Order and Triennial Review Remand Order, including Qwest's "non-impaired" wire center lists and related issues. Most recently I have filed testimony on numerous issues in the Eschelon / Qwest ICA arbitrations in Arizona, Colorado, Minnesota and Washington.

Q. HAVE YOU PREVIOUSLY TESTIFIED IN ARIZONA?

A. Yes. When I was with AT&T, I testified in multiple phases of docket T-00000A-00-194. I testified on geographic deaveraging in Phase I. In Phase II, I supported the HAI Model, which this commission adopted to set many of the recurring UNE rates that are in place today. In Phase IIa, I testified about the switching costs included in the HAI Model. I also filed testimony in docket T-00000A-03-0369, the original Triennial Review Order ("TRO") docket, which was stopped after the D.C. Circuit remanded parts of the TRO to the FCC. Since I have been with Eschelon, I have presented oral comments in docket T-00000I-04-0749 regarding the current state of competition and filed testimony in docket T-03632A-06-0091 addressing key UNE issues arising from the Triennial Review Remand Order,

1 including a review of Qwest's list of Arizona non-impaired wire centers. Most
2 recently I have filed testimony on behalf of Eschelon in interconnection
3 arbitration proceedings with Qwest, dockets T-03406A-06-0572/T-01051B-06-
4 0572.

5 **Q. ARE YOU ADOPTING ANY TESTIMONY?**

6 A. Yes. I am adopting the direct testimony of Mr. Webber, except for the description
7 of his background, in this matter.

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

9 A. My purpose is to respond to the direct testimony of Qwest's witnesses in this
10 matter. I have provided an Executive Summary at the beginning of this
11 testimony.

12 **Q. DOES YOUR TESTIMONY INCLUDE ANY EXHIBITS?**

13 A. Yes. My testimony includes the following Exhibits:

14 **Exhibit DD-1** is a list of Eschelon Direct and Rebuttal Exhibits.

15 **Exhibit DD-2** is a chart regarding expedite capability for unbundled loops.

16 **Exhibit DD-3** contains contract provisions taken from the current Qwest-
17 Eschelon interconnection agreement (ICA) in Arizona

18 **Exhibit DD-4** is excerpts from the UNE Cost Docket order and Qwest's
19 testimony regarding expedites and an ICB rate in that case

20 **Exhibit DD-5** is Qwest's Expedite Amendment requiring a rate of $200 per day

21 **Exhibit DD-6** is a transcription of a Jean Novak and Chris Siewert of Qwest
22 voice mail for Rhonda Knudson of Eschelon regarding Qwest's decision not to
23 expedite Eschelon's request

Exhibit DD-7 contains the current and historical tariff pages from Qwest's tariff FCC #1 and Qwest's Arizona Competitive Private Line Transport Services regarding expedites (FCC tariff documents includes Qwest's transmittal to the FCC explaining its change in the expedite rate)

Exhibit DD-8 is a discussion of facts in response to the testimony of Jean Novak of Qwest surrounding payment disputes between Eschelon and Qwest (includes *CONFIDENTIAL* Attachment A containing a chronology of the dispute)

Exhibit DD-9 is an email from Eschelon reminding Qwest that the designation of customer-identifying information (including customer name) is confidential customer proprietary information (CPNI)

II. DISCUSSION

A. STAFF CONCLUSIONS, STATUS OF NEGOTIATIONS AND ARBITRATION, AND MINNESOTA ALJ REPORT ON EXPEDITES

Q. STAFF FILED TESTIMONY IN THIS MATTER ON JANUARY 30, 2007. HAVE YOU REVIEWED THE SEVEN CONLUSIONS OF STAFF, AND DO YOU AGREE WITH THEM?

A. Yes. Staff summarizes seven conclusions in the Executive Summary to the direct testimony of Pamela Genung ("Staff Testimony").[1] Eschelon agrees with these Staff conclusions. In Eschelon's Complaint, Eschelon requested an order providing any relief that this Commission deems to be proper and just,[2] and the Staff's proposed relief is proper and just. For the most part, I will address these

[1] Direct Testimony of Pamela Genung, *In re. Complaint of Eschelon Telecom of Arizona, Inc. Against Qwest Corporation*, ACC Docket No. T-01051B-06-0257, T-03406A-06-0257 (Jan. 30, 2007) ("Staff Testimony") at Executive Summary. Eschelon will refer to the Staff conclusions in the Executive Summary by number, such as Staff Conclusion No. 1.

[2] Complaint, p. 14, ¶K; *see also id.* pp. 13-14 ¶¶ A, B, H, I, & J; *see also id.* ¶4, citing 47 U.S.C. § 251(c)(2)(D) and (3) and §252, 47 C.F.R. § 51.313, and Arizona Revised Statutes §§ 40-424, 40-246, 40-248, 40-249, 40-334 and 40-361.

1 Staff conclusions as I discuss the pertinent issues in my testimony. Before doing
2 so, I will discuss two of the seven Staff conclusions here, because they
3 specifically require action by Eschelon. Therefore, Eschelon wants to make clear
4 that it will act in accordance with these recommendations.

5 First, Staff Conclusion Number Four indicates that "Eschelon should implement a
6 training or refresher training program for its representatives stressing the
7 importance of accuracy when ordering changes to their customer's service in
8 order to try to avoid or minimize unnecessary customer service outages."
9 Eschelon has already started preparation of a refresher training program and is
10 willing to coordinate with Staff to ensure that the training meets Staff's
11 expectations. This new training will be in addition to the one-on-one coaching[3]
12 that occurred in the spring of 2006 with respect to the disconnect in error in the
13 rehabilitation center example described in the Complaint,[4] in addition to
14 Eschelon's internal meetings in the fall of 2006 to review disconnects in error and
15 discuss ways to try to avoid them and ensure accuracy. Although disconnects in
16 error are caused by Qwest as well,[5] Eschelon has no objection to conducting

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3 The cause of the disconnect in error was not a disputed issue in this case. When Eschelon learned of its error, it acknowledged the mistake to its Customer (*see* Eschelon Chronology, Attachment 1 to Staff Testimony, ¶7), and Eschelon admitted it in the Complaint in this proceeding (p. 2, lines 3-4 & p. 9, ¶26, lines 20-22). Accuracy is important, and Eschelon followed up at the time with one-on-one coaching with the individual who made the error to attempt to avoid similar errors in the future.

4 Complaint, ¶¶22-41.

5 Historically and currently, Qwest specifically identifies "Disconnects in error by Qwest" as one of the conditions for granting expedites when certain emergency conditions are met. *See, e.g.*, Exhibit Johnson (BJJ) A-1 at Document Nos. 000017 (Qwest Expedites and Escalations Overview PCAT Version 8) & Exhibit BJJ A-6 at 000107(Qwest Expedites and Escalations Overview PCAT Version 30). Qwest-caused disconnects in error occur frequently enough, therefore, that they have

1 refresher training for its own employees on avoiding disconnects in error because
2 of the importance of avoiding customer service disruption.

3 Second, Staff Conclusion Number Six states that "Qwest and CLECs should
4 include expedites of the installation of Unbundled Loops in their Interconnection
5 Agreement negotiations." Eschelon remains willing to negotiate expedite terms
6 and conditions, including an interim rate(s), for its ICA, consistent with this Staff
7 conclusion. Eschelon has previously asked Qwest to negotiate such terms with
8 Eschelon, both in the context of a voluntary amendment to the existing ICA[6] and
9 with respect to the next ICA.[7]

10 Qwest has refused, however, to negotiate terms such as those that had been
11 available for six years under the existing ICA before Qwest breached it (including
12 not charging a separate expedite fee when certain emergency conditions are met)
13 or to negotiate a wholesale interim rate (or any rate other than its retail rate) for
14 expediting wholesale orders. Staff has indicated that "CLECs should not be

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merited being separately identified on that Qwest list of emergency conditions for many years. With its direct testimony, Eschelon provided twenty-one examples of Qwest-caused disconnects in error that resulted in disconnection of service to Eschelon end user customers. *See* Exhibit BJJ C.

6 *See, e.g.*, Exhibit BJJ A-7 at 000132, Eschelon dispute resolution letter to Qwest (dated March 21, 2006), p. 3, footnote 1 ("If Qwest desires a voluntary amendment, please negotiate with us and begin by providing cost studies supporting Qwest's proposed rate for each state to Eschelon pursuant to Section 252(d) of the Act, 47 CRF § 51.301, and paragraph 155 of the FCC's First Report and Order. Eschelon has signed a confidentiality agreement and requested cost studies for all unapproved rates in the new ICA negotiations, but Qwest has not yet provided a cost study for its proposed expedite rate. While Eschelon is reviewing those cost studies, however, Qwest needs to process expedites pursuant to the existing ICAs.").

7 *See, e.g.*, Exhibit BJJ A-7 at 000133, Eschelon dispute resolution letter to Qwest (dated March 21, 2006), p. 4, footnote 3 ("Negotiation of new ICAs is well underway and, if any issues need to be addressed in those negotiations, Eschelon will also work with Qwest in that context for events that will occur after the Effective Date of the new ICAs.").

1 forced into signing" Qwest's expedite amendment.[8] Staff added that "since
2 CLEC interconnection agreements are voluntarily negotiated or arbitrated,"
3 Qwest could have taken the issue to arbitration under the Qwest-Eschelon ICA,
4 "rather than trying to force Eschelon into signing an amendment."[9] In the
5 particular rehabilitation center example described in the Complaint,[10] the Staff
6 indicated that "Qwest should have expedited the request first and then followed
7 up afterwards with the dispute resolution process."[11] Instead, Qwest refused to
8 provide expedite capability under the existing ICA while the customer was out of
9 service.

10 Staff also concludes that the rate(s) for expedites be considered as part of the next
11 cost docket.[12] The Commission should adopt this conclusion. Once it is
12 confirmed that any separate, additional charge for expediting orders when the
13 emergency conditions are not met must be cost-based, the deadlock over retail
14 tariff rates versus wholesale cost-based rates should be broken. Perhaps then a
15 negotiated resolution can be reached, at least for rates on an interim basis, until
16 the Commission decides the issue in a cost docket. If it is not broken or resolved,
17 and the Staff's conclusions are adopted, the fee-added expedite terms will be
18 optional, and Eschelon will continue to be able to obtain expedited delivery of

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8 Staff Testimony, p. 34, lines 10-11.
9 *Id.* p. 36, line 21 – p. 37, line 2.
10 Complaint, ¶¶22-41.
11 Staff Testimony, p. 34, lines 19-20.
12 Staff Testimony, Executive Summary, Staff Conclusion No. 7.

1 UNE orders under its existing ICA when the emergency-based conditions are met,
2 as it was able to do for the first nearly six years of operating under the contract.

3 **Q. WHAT IS THE CURRENT STATUS OF INTERCONNECTION**
4 **AGREEMENT NEGOTIATIONS AND ARBITRATION?**

5 A. With respect to the existing ICA, as discussed in the previous response, Qwest did
6 not seek dispute resolution when it should have, and Eschelon's efforts at dispute
7 resolution did not lead to resolution. Therefore, this Complaint is pending for
8 resolution by the Commission.

9 With respect to a new ICA, as the companies also have not reached agreement,
10 the terms for expediting orders are an issue in the Qwest-Eschelon ICA
11 arbitrations, and these arbitrations will determine the terms and conditions for
12 expedites in the new ICAs in six states, including Arizona.[13] In the arbitration,
13 Eschelon is proposing a flat $100 per order interim wholesale expedite fee,[14]

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[13] Arizona Docket Nos. T-03406A-06-0572, T-01051B-06-0572 ("AZ ICA Arbitration"). The other five states are Colorado, Minnesota, Oregon, Utah, and Washington. The Utah petition has not yet been filed. The other docket numbers are CO (06B-497T), MN (P5340, 521/IC-06-768), OR (ARB 775), and WA (UT-063061).

[14] Qwest erroneously describes Eschelon's arbitration proposal as a "per day" fee. *See* Million Direct, p. 7, lines 5-6. Eschelon's proposal is not a per day fee. *See* Qwest-Eschelon AZ ICA Arbitration, Webber Direct, p. 92, lines 18-20. A per day fee has no reasonable relationship to cost. *See* Webber Direct (adopted), pp. 41-42. As Qwest knows, Eschelon inadvertently included in a reference to per day in its Minnesota ICA arbitration testimony but corrected in an errata filing. *See* Eschelon's MN Errata Filing (Sept. 28, 2006). *See also* MN Hearing Ex. 35 (Webber Surreb.), p. 49, lines 6-10 ("On September 28, 2006 Eschelon filed an errata correcting my testimony to clarify that Eschelon's proposal is a flat (not per day) $100 fee. This error did not affect materially my arguments, or arguments made by Qwest. Also note that Ms. Albersheim's direct testimony correctly presents Eschelon's proposal as a $100 (not a per day) fee. MN Albersheim Direct, p. 59 line 12."). Therefore, Qwest knows that any reference to "per day" is in error. In the arbitrations, the expedite rate is Issue 12-67(g). Eschelon's proposal of a flat $100 interim expedite charge is accurately represented in Exhibit A (the rate sheet at Section 9.20.14) and in the joint Disputed Issues Matrix for Issue 12-67(g) (Exhibit 3 to Arbitration Petition, p.

which Eschelon would pay in addition to the installation non-recurring charge ("NRC"). Although Eschelon believes this rate exceeds costs, Eschelon offers the rate on an interim basis as a compromise in the arbitrations until a cost-based rate is established. (Eschelon is also willing to accept the compromise rate as a filed negotiated rate for when the conditions are not met, eliminating the need to establish a rate in a cost docket, but Qwest does not agree.) Qwest is proposing a non cost based retail tariff rate.

The ICA Section 252 Qwest-Eschelon arbitration involves contract language to be included in a new ICA to apply going forward. In contrast, this case deals with events that occurred during the term of the existing Commission-approved Qwest-Eschelon ICA that has been in place since 2000.[15] In this case, with respect to a rate when the emergency conditions are not met, the Commission need only confirm the Commission's ruling in the previous UNE Cost Docket order requiring cost-based rates for expedites.[16] Although it may set an interim rate for when the emergency conditions are not met if it chooses, it need not do so in this case. (In the arbitration, in contrast, Eschelon is asking the Commission to set an interim rate for the new ICA going forward until a rate is set in a cost docket.) In the meantime, if Staff Conclusion Nos. 1 and 2 are adopted, if no interim rate is

173) in the Arizona arbitration. Ms. Albersheim also correctly describes Eschelon's proposal in her Arizona direct testimony in the arbitration. *See* Albersheim AZ ICA Arbitration Direct, p. 64, lines 3-5.

[15] Decision No. 62489, Docket Nos. T-01051B-00-109; T-03406A-00-0109 (April 28, 2000) (order approving Qwest-Eschelon ICA, which the order describes in paragraph 4 as "essentially the same as the interconnection agreement between U S WEST and AT&T").

[16] *Phase II UNE Cost Docket,* Phase II Opinion and Order, Decision No. 64922, June 12, 2002, p. 75.

1 set for when the emergency conditions are not met and the parties cannot agree, as
2 discussed, the fee-added expedite terms will be optional. Therefore, Eschelon
3 would continue to be able to obtain expedited delivery of UNE orders at no
4 additional fee under its existing ICA when the emergency-based conditions are
5 met.

6 **Q. SINCE FILING YOUR DIRECT TESTIMONY, HAS ANY RULING**
7 **REGARDING EXPEDITES BEEN ISSUED IN THE QWEST-ESCHELON**
8 **ICA ARBITRATION PROCEEDINGS?**

9 A. Yes. In Minnesota, the Administrative Law Judges ("ALJs") issued a Report with
10 recommendations regarding arbitration Issue 12-67 (Expedited Orders).

11 **Q. PLEASE DESCRIBE THE MINNESOTA ALJS' DECISION.**

12 A. The ALJs agreed with Eschelon with respect to: (1) the role of the Qwest Change
13 Management Process ("CMP"); (2) expedites being an integral part of access to
14 UNEs (i.e., *not* a superior service); and (3) cost-based rates.[17] The ALJs rejected
15 Qwest's retail tariff rate proposal and recommended adoption of Eschelon's
16 positions regarding an interim rate and TELRIC pricing.[18]

17 First, regarding Qwest's expedite-related activities in CMP, the ALJs found that
18 the "CMP process by which Qwest reached its current position is not the

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[17] Arbitrators' Report, *In the Matter of the Petition of Eschelon Telecom, Inc., for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b) of the Federal Telecommunications Act of 1996*, MN OAH 3-2500-17369-2; MPUC No. P-5340,421/IC-06-768 (Jan. 16, 2006) [MN Arbitrators' Report"], at ¶¶ 21-22 & 219-222.

[18] MN Arbitrators' Report, at ¶¶ 221-222.

1 controlling factor on whether emergency situations should create an exception to
2 charging an additional fee for expedited ordering."[19] More generally regarding
3 CMP, the ALJs made a separate finding regarding CMP that:

> 4 The CMP document itself provides that in cases of conflict
> 5 between changes implemented through the CMP and any CLEC
> 6 ICA, the rates, terms and conditions of the ICA shall prevail. In
> 7 addition, if changes implemented through CMP do not necessarily
> 8 present a direct conflict with an ICA but would abridge or expand
> 9 the rights of a party, the rates, terms, and conditions of the ICA
> 10 shall prevail.[20] Clearly, the CMP process would permit the
> 11 provisions of an ICA and the CMP to coexist, conflict, or
> 12 potentially overlap. The Administrative Law Judges agree with the
> 13 Department's analysis that any negotiated issue that relates to a
> 14 term and condition of interconnection may properly be included in
> 15 an ICA, subject to a balancing of the parties' interests and a
> 16 determination of what is reasonable, non-discriminatory, and in the
> 17 public interest. ***Eschelon has provided convincing evidence that***
> 18 ***the CMP process does not always provide CLECs with adequate***
> 19 ***protection from Qwest making important unilateral changes in***
> 20 ***the terms and conditions of interconnection***.[21]

21 Second, regarding access to UNEs, the ALJs specifically found: "When Eschelon
22 requests an expedite, it will be for accessing a UNE. Under 47 U.S.C. §§ 51.307
23 and 51.313, it must be provided under Section 251 of the Act and, thus, at
24 TELRIC rates."[22]

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[19] Arbitrators' Report, *In the Matter of the Petition of Eschelon Telecom, Inc., for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b) of the Federal Telecommunications Act of 1996*, MN OAH 3-2500-17369-2; MPUC No. P-5340,421/IC-06-768 (Jan. 16, 2006) [MN Arbitrators' Report"], at ¶ 219.

[20] [MN] Ex. 1 (Albersheim Direct) at RA-1, part 1.0, page 15.

[21] MN Arbitrators' Report, at ¶¶ 21-22 (footnote in original; emphasis added).

[22] MN Arbitrators' Report, at ¶221.

1 Finally, regarding cost-based rates, the ALJs rejected Qwest's $200 per day retail
2 tariff rate proposal and said "as to pricing, Eschelon's position should be
3 adopted."[23] The ALJs noted that historically in Minnesota TELRIC rates have
4 been substantially less than Qwest's tariffed rates for similar services, and they
5 found that "Eschelon's proposal for an interim rate of $100 is appropriate."[24] The
6 ALJs agreed with Eschelon that a TELRIC study should be done.[25]

7 The ALJs disagreed with Eschelon on one point. For purposes of the new ICA
8 going forward, the ALJs found that that "it appears" that the circumstances under
9 which Qwest offers exceptions to charging an additional fee for expedites (under
10 emergency conditions) is not discriminatory.[26] The ALJs found that "on this
11 point, Qwest's position and language should be adopted."[27] In response, Eschelon
12 has offered in its Exception on this one point to the ALJs' Report (and to Qwest)
13 alternative modified ICA language for the new ICA that provides that -- if Qwest
14 does provide exceptions to charging an additional fee for expedites for its retail
15 customers -- it will likewise provide those exceptions for CLECs when the same
16 conditions are met. After all, Qwest may have few or no exceptions in its retail
17 tariff while the arbitrations are pending but shortly afterward could introduce
18 exceptions for emergency conditions for additional retail customers. The new
19 contract language should account for that possibility going forward.

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23 MN Arbitrators' Report, at ¶¶ 221-222.
24 MN Arbitrators' Report, at ¶ 222.
25 MN Arbitrators' Report, at ¶ 222.
26 MN Arbitrators' Report, at ¶ 219.
27 MN Arbitrators' Report, at ¶ 220.

1 Although the ALJs in Minnesota suggest that an expedite for a non-design service
2 may be more involved than an expedite for a designed service,[28] the evidence in
3 this case shows that Qwest had been offering emergency-based expedite for both
4 design and non-design facilities for many years, and the "complexity" of design
5 facilities had not been an issue for all these years. Qwest argues in this case that a
6 "design service is a more complex service."[29] Qwest did not explain why
7 *complexity of design facilities* necessarily means *complexity of* ***expedites*** *for*
8 *design facilities*. Further, in Washington, Qwest continues to offer emergency
9 expedites for loops as well as for its retail services.[30] Certainly the provisioning
10 of loops is no more complex in Arizona than it is in Washington. Finally, Qwest
11 does not explain how these complexities can possibly justify a rate difference of
12 $200 per day.

13 As I discuss above, the ALJs agreed with Eschelon on the latter point and rejected
14 Qwest's $200 per day proposed rate. Therefore, although the adoption of the
15 ALJs' recommendations in Minnesota would mean fewer exceptions or no
16 exceptions to charging an additional expedite fee for emergency conditions, the

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28 MN Arbitrators' Report, at ¶ 220.

29 Martain Direct, p. 33, line 22; *see also* Albersheim Direct, p. 4, lines 2, 6, 14.

30 *See* Exhibit BJJ E, Qwest's PCAT, *Expedites and Escalations Overview* ("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***)) and ("The Pre-Approved expedite process is available in ***all states except Washington*** for the products below when your ICA contains language for expedites with an associated per day expedite charge.") (emphasis added). Qwest has a UNE tariff in Washington that contains approved rates. Qwest has not received Commission approval for a UNE $200 per day advanced rate in Washington. After input from Washington staff, Qwest withdrew proposed tariffs in Washington containing its non cost based $200 per day rate. (Docket Nos. UT-041886; UT-041890; withdrawn Nov. 18, 2004, *see* http://tabb.qwest.com/PPNB.NSF/JobNum?OpenView&Start=1&Count=50&Expand=19#19)

1 charge for each and every expedite will be substantially lower than Qwest's non
2 cost based proposed rate.

3 **Q. EVEN ASSUMING *ARGUENDO* THAT THE CIRCUMSTANCES UNDER**
4 **WHICH QWEST CURRENTLY OFFERS EXCEPTIONS TO CHARGING**
5 **AN ADDITIONAL EXPEDITE FEE UNDER EMERGENCY**
6 **CONDITIONS WERE NONDISCRIMINATORY, WOULD THAT**
7 **CHANGE THE RESULT IN THIS CASE UNDER THE STAFF'S**
8 **CONCLUSIONS?**

9 A. No. Staff does not support a finding of discrimination on this point in this case.[31]
10 Without a finding of discrimination, and based on the facts of this case under the
11 existing Commission-approved Qwest-Eschelon ICA, Staff concluded that:

12 Qwest did not adhere to the terms and conditions of the current
13 Qwest-Eschelon Interconnection Agreement, which allows
14 Eschelon the capability to expedite orders when Qwest denied this
15 option without signing an amendment to the Agreement. Qwest
16 should continue to support the same Expedite Process that has been
17 used in the past for all products and services (including unbundled
18 loops) if the order meets any of the Emergency criteria or
19 conditions or where the customer's safety may be an issue if the

[31] Staff Testimony, p. 32, line 21. Staff concludes that there is no retail analogue for expedites of loop installations. *Id.* p. 32, lines 21-23. When there is no retail analogue, "no retail analogue" does not mean "no discrimination." An analysis must be made of whether the access the ILEC provides to CLECs offers a meaningful opportunity to compete. *See* Bell Atlantic NY 271 Order at ¶ 44. In any event, Qwest has now admitted that there *is* a retail analogue for DS1 and DS3 loops. *See* Albersheim Direct, p. 12, lines 18-19 ("DS1 Capable Loops and DS3 Capable Loops have a retail analogue; specifically, DS1 and DS3 private lines respectively"). Qwest currently does not provide expedite capability for DS1 Capable Loops and DS3 Capable Loops under the existing ICA at all, much less in the same time and manner as it provides expedite capability for private lines.

> Expedite process is not processed. No additional charge should be applied beyond the standard installation charge.[32]

Eschelon asks the Commission to adopt this conclusion.

B. THE INTERCONNECTION AGREEMENT TERMS, AS WELL AS THE CMP DOCUMENT TERMS, SUPPORT THE STAFF'S CONCLUSIONS.

Q. QWEST ARGUES THAT ITS CHANGES DO NOT VIOLATE THE ICA.[33] DO YOU AGREE, AND DOES THE EXISTING QWEST-ESCHELON ICA ALLOW QWEST TO REFUSE TO PROVIDE SERVICE UNTIL ESCHELON AGREES TO A NON COST BASED RATE?

A. No. I agree with Staff's conclusion that: "Here there was clearly a change to the Expedite Process that abridged Eschelon's rights under its existing Interconnection Agreement."[34] Qwest's own CMP Document provides that, when conduct in CMP abridges the rights of a party to an ICA, the ICA prevails.[35] Eschelon's interconnection agreement with Qwest, which requires compliance with state and federal law,[36] states that Qwest "shall" provide Eschelon with "the

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32 Staff Testimony, Executive Summary, Staff Conclusion No. 1.

33 Albersheim Direct, p. 18, lines 1-3.

34 Staff Testimony, p. 34, lines 5-6; *see also id.* Executive Summary, Staff Conclusion No. 1.

35 Qwest CMP Document, §1.0 [Exhibit BJJ A-9 (000173)] ("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.").

36 *See, e.g.*, Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Part A, §24.3: "All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the FCC Interconnection Order and any applicable Commission orders."

capability to expedite a service order"[37] and obligates Qwest to charge cost-based rates.[38] The ICA specifically provides that Qwest "shall not discontinue or refuse to provide ***any*** service" required under the agreement without an amendment to the agreement.[39] That is exactly what Qwest is doing, however. Qwest is refusing to provide the contractually required expedite capability as a means to force[40] Eschelon to pay an unapproved non cost based rate of $200 per day, in violation of the ICA.

For almost six years (from April 28, 2000 through approximately January 2, 2006), Qwest and Eschelon operated under a mutually agreed upon process pursuant to which Qwest provided expedites at no additional charge when certain emergency conditions were met.[41] Qwest provided expedited order capability for all types of unbundled loops (as well as other products).[42] Despite Qwest's providing expedited loop orders for almost six years under the ICA, Ms. Albersheim now states that "there is no explicit statement that expedites will be

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37 Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 5, §3.2.2.13.

38 *See, e.g.*, Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 3, §2.1 provides that Qwest will provide Eschelon with Network Elements "on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement." Section 252(d)(1) of the Act provides that "Determinations by a State commission of the just and reasonable rate for . . . network elements for purposes of subsection (c)(3) of" section 251of the Act shall be based on cost. *See* 47 U.S.C. §252(d)(1)(A)(i).

39 Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Scope, ¶ I (emphasis added).

40 *See* Staff Testimony, p. 34, lines 11 & id. p. 36, line 21 – p. 37, line 2.

41 *See* Exhibit BJJ D (Examples of Expedite Requests Approved by Qwest for Unbundled Loop Orders).

42 Answer, Page 9 ¶ 14 Lines 24-25 ("Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon"); *see also* Exhibit BJJ D (Examples of Expedite Requests Approved by Qwest for Unbundled Loop Orders).

1 provided for unbundled loops in Eschelon's current contract."[43] The ICA terms
2 have not changed. They are the same now as when Qwest was expediting loop
3 orders under the ICA. The contractual requirement to provide expedite capability
4 is in Attachment 5 (Business Process Requirements), which applies to all products
5 and services, and no exception is made for loops. Section 3.2.2.13 of Attachment
6 5 provides that Qwest shall provide the capability to expedite a "service order,"
7 and loops are ordered on a "service order," as that term is used in the ICA.
8 Moreover, the ICA expressly refers to expedited service in the context of
9 coordinated cutovers – an unbundled loop activity. Section 3.2.2.5 of Attachment
10 5 (with emphasis added) states: "For Customer conversions requiring coordinated
11 cut-over activities," Qwest and CLEC will agree on a scheduled conversion time
12 and that, "***unless expedited***," Qwest and CLEC "shall schedule the cut-over
13 window at least forty-eight (48) hours in advance." If the loop order was
14 expedited so loop delivery was scheduled to occur within one day, for example,
15 obviously the cut-over window would not be scheduled 48 hours in advance. This
16 explicitly shows that expedites will be provided for unbundled loops under
17 Eschelon's current contract.

18 The mutually agreed upon process was in place under the ICA before it was ever
19 discussed in CMP and before Qwest documented it on its website. Therefore, it
20 was inaccurate for Qwest to represent that "it previously expedited orders for
21 unbundled loops on an expedited basis for Eschelon pursuant to the expedite

[43] Albersheim Direct p. 15, footnote 17.

1 process ***then in effect, which process was also created in the Commission-***
2 ***approved Change Management Process***."[44] In 2000, when Qwest and Eschelon
3 operated under the mutually agreed upon process for obtaining expedites at no
4 additional charge when the emergency conditions were met, no CMP activity had
5 taken place on this issue. Qwest now admits that the expedite terms regarding
6 emergency conditions were not developed "from the start through the CMP
7 process."[45]

8 On September 22, 2001 – when the companies had been operating under the
9 existing ICA for more than a year – Qwest issued a product notification indicating
10 that Qwest had updated its website on methods and procedures for Expedites and
11 Escalations to document the definition of expedite and valid expedite reasons (*i.e.*,
12 the emergency conditions).[46] This was not a change request or change in
13 process. Qwest specifically recognized in the product notification that "these
14 updates reflect current practice."[47] Qwest also admits that it "expedited orders for
15 unbundled loops" under these existing terms.[48]

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44 Answer ¶16, lines 17-20 (emphasis added). *See also* Transcript of Procedural Conference in this matter (July 27, 2006), p. 16, lines 22-25 (Mr. Steese) ("And Qwest has a process in place for expediting unbundled loops and it was created in the change management process, and there's really no dispute about that."). *Cf.* Eschelon's Objections and Responses to Qwest's First Set of Data Requests (June 8, 2006), pp. 7-6 & Document Nos. 000022-000025 (showing expedite process under ICA was not created in CMP).

45 Martain, p. 18, lines 26-27.

46 *See* Exhibit BJJ A-1 at 000022-000025 - Product Notification for Version 1 of the Expedites & Escalations Overview in PCAT.

47 *See id.* at Document No. 000022.

48 Answer, Page 9 ¶ 14 Lines 24-25 ("Qwest previously expedited orders for unbundled loops on an expedited basis for Eschelon").

1 **Q. QWEST INDICATES THAT LATER CHANGES TO THE EXPEDITE**
2 **PROCEDURES WERE DEVELOPED IN CMP WITH ESCHELON'S**
3 **APPARENT CONSENT.[49] IS MUTUAL CONSENT SIGNIFICANT**
4 **UNDER THE EXISTING ICA?**

5 A. Yes. The ICA specifically provides that any expedite procedures must be
6 "***mutually*** develop[ed]."[50] As to all but the rate[51] and the two changes identified
7 in Eschelon's dispute resolution letter (Qwest-initiated PCAT Versions 27 and
8 30),[52] Qwest admits implicitly that their development was ***mutual***, as required by
9 the contract. The following Qwest testimony, for example, shows that Qwest
10 recognizes the distinction between ***mutually*** developed terms (with agreement or
11 no objection) and terms that are ***not*** mutually developed (implemented over
12 objection):

13 for years Eschelon accepted and took advantage of the changes[53]
14 made in CMP to the process for expediting orders for unbundled

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49 Martain, pp. 19-21 & 31.

50 Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 5, §3.2.2.12.

51 Qwest has to admit the well documented fact that rates and the application of rates are outside the scope of CMP. *See* Martain Direct, p. 2, line 39. If one reviews Qwest's conduct in this case, however, Qwest specifically mandated in its PCAT that an ICA "must contain" a "per day" rate structure. *See* Exhibit BJJ A-6 at 000107. How a rate is structured is a cost docket issue; not a CMP issue.

52 Exhibit BJJ A-7 at (April 3, 2006 dispute resolution letter) (with the subject line identifying the Joint McLeod-Eschelon Escalation of Version 27 changes and Eschelon's 11/305 objections to Version 30 changes as subjects of the dispute resolution).

53 Although Qwest claims that Eschelon "took advantage" of the changes, Eschelon could not take "advantage" of the fee-added process because Qwest would not apply a cost-based rate or negotiate any rate other than its unilaterally imposed rate of $200 per day. The ICA requires Qwest to provide expedite capability and says that Qwest "may charge" to do so. See Att. 5, §3.2.4.2.1. Still, Qwest would not (and will not) expedite any loop order, even though Eschelon was (and is) willing to pay cost based rates. *See* Exhibit BJJ A-7 at 000137-000138 (Eschelon April 3, 2006 dispute resolution letter confirming Eschelon would pay Commission-approved rates per the contract); *see also* Attachment 1 to Staff Testimony (Eschelon Chronology), p. 3

> loops. It accepted all of these changes and did not assert that any were in violation of its ICA until recently. Version 27 contained the first change that Eschelon objected to.[54]

Staff recognized that, when Qwest implements a change over CLEC objection, it is not a mutually developed procedure under the ICA:

> 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.***[55]

Qwest's suggestion that CMP is an all-or-nothing proposition under which Eschelon must accept all changes implemented by Qwest or none directly conflicts with the ICA's provision that only procedures that are mutually developed apply under the ICA.

Q. DOES QWEST'S ALL-OR-NOTHING APPROACH TO A CLEC'S USE OF CMP ALSO CONTRADICT QWEST'S OWN CMP DOCUMENT?

A. Yes. Irrespective of a CLEC's level of participation in CMP, the CMP Document provides that some CMP changes, which are within the scope of CMP and do not conflict or abridge a CLEC's ICA, may apply to a CLEC, while other changes, which are not within the scope of CMP and/or conflict or abridge a CLEC's ICA,

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(#14) (Eschelon even offered to pay Qwest's proposed rate to obtain an expedite under the ICA in the individual rehabilitation center example to restore service to the customer). Eschelon is willing to pay; Qwest refuses to abide by the contractual and statutory requirements to charge cost based rates. *See* Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 3, §2.1; 47 U.S.C. §252(d)(1)(A)(i).

[54] Martain, p. 31, lines 23-28 (footnote added).

[55] *See also* Staff Testimony, p. 34 (lines 8-10) (emphasis added).

1 do not apply to the CLEC.[56] In the latter cases, the CMP Document clearly
2 provides that the ICA governs.[57] Here, Section 3.2.2.12 of Attachment 5 of the
3 ICA requires mutual development of expedite procedures, and Qwest is
4 attempting to impose on Eschelon terms that Qwest implemented over Eschelon's
5 objection (*i.e.*, not mutual) in violation of that express ICA provision.

6 CLEC CMP participants are largely operational personnel. During the
7 development ("Redesign") of CMP (formerly known as CICMP), New Edge
8 expressed concern that operational personnel may not be familiar with laws and
9 contract terms. Qwest assured New Edge and CLECs that this would not be a
10 problem, because language was being added to ensure that, in cases of conflict,
11 the ICA controls. Specifically, the following exchange took place on the record:

12 MS. BEWICK [New Edge]: A quick question: Is part of the
13 discussion going to revolve around -- the issue of what generally is
14 happening in CiCMP revolves around, a lot of time, technical
15 specific type issues that are being changed and how that relates to
16 the regulatory, legal type processes; sort of that gap of CiCMP is
17 designed, as I understand it, predominantly to be addressing
18 operational issues, but sometimes the end result of what can come
19 out of that process can make a change that impacts an ICA or
20 something like that. And we may not have the people who can
21 address that particular decision on those -- in the CiCMP meetings
22 because ***you are dealing with operational people***. So is that sort
23 of concept, that gap, being addressed anywhere in this redesign
24 look?

25 MR. CRAIN [Qwest]: I would say it's addressed in two ways:
26 First of all, it has been addressed in these workshops by inserting
27 language into the SGAT that indicated that the contract language

[56] CMP Document, Section 1.0 (Scope), Qwest Exhibit JM-D1 & Eschelon Exhibit BJJ A-9.

[57] *See id.*; *see also* Staff Testimony, p. 9, line 10 – p. 10, line 4 & p. 34, lines 1-7; MN ALJs' Report, ¶¶21-22 (quoted above).

1 controls over anything that could come out of the Change
2 Management Process -- ***a contract is a contract***, and I believe
3 that's the same for any other ICA, as well.[58]

4 **Q. DOES QWEST FULLY ACKNOWLEDGE THAT THE CMP DOCUMENT**
5 **PROVIDES THAT THE ICA SHALL CONTROL?**[59]

6 A. Although Qwest quotes the Scope language of the CMP Document and
7 acknowledges that CMP should not "be used as a mechanism to subvert
8 commitments established via Interconnection Agreements,"[60] Ms. Albersheim
9 then goes on to claim "But the converse should also be true."[61] Given the very
10 clear directive set forth in the CMP Document that, in cases of conflict between
11 the ICA and CMP, the ICA controls, the converse – *i.e.*, in cases of conflict
12 between an ICA and the CMP, the CMP governs – cannot also be true. It would
13 directly contradict the express provision found in the CMP Document,[62] the
14 SGAT,[63] and the ICA.[64]

15 Also, that the converse was not intended is shown by the CMP Redesign
16 documentation leading to adoption of the scope language. That documentation,
17 which is attached to the testimony of Ms. Johnson,[65] indicates that the parties to

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58 Transcript of 271CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), p. 291, line 17 – p. 292 line 13 (Andrew Crain of Qwest) (quoted in Exhibit BJJ-26, p. 3) (emphasis added).

59 Albersheim Direct Testimony at p. 24, lines 22-23.

60 Albersheim Direct Testimony at p. 24, lines 10-21.

61 Albersheim Direct Testimony at p. 24, lines 21-22.

62 Martain Direct Testimony, Exhibit JM-D2 (CMP Document) at § 1; see also § 5.4.

63 SGAT, §2.3 & Exhibit G, §1.0 & §5.4.

64 ICA §2.3 & Exhibit G, §1.0 & §5.4.

65 Exhibit BJJ G.

1 the CMP Redesign identified gaps in Qwest's CMP that needed to be corrected to
2 meet Qwest's obligation to provide CMP before obtaining 271 approval. Qwest
3 created a "Gap Analysis" matrix listing these gaps and assigning them gap
4 analysis numbers.[66] Eschelon identified, as a gap, the need for CMP to account
5 for differences in individual CLEC ICAs. It appears as gap analysis number 150
6 in the posted CMP Redesign matrix:

> 7 Qwest needs to establish and document a process to account for
> 8 individual interconnection agreements ("ICAs") when
> 9 implementing changes and using the Change Management Process
> 10 ("CMP"). Qwest needs to ensure that ICAs are not unilaterally
> 11 modified.

12 In Colorado, as quoted above, Qwest said "the contract language controls over
13 anything that could come out of the Change Management Process -- a contract is a
14 contract, and I believe that's the same for any other ICA, as well.'[67] The CMP
15 Redesign Gap Analysis quoted this Qwest commitment and identified the gap to
16 be addressed in CMP Redesign as follows:

> 17 Qwest needs documented processes and checks and balances in
> 18 place to ensure that Qwest can implement this concept and account
> 19 for differences in ICAs (including ICAs not based on SGATs).
> 20 The experience to date shows that Qwest's structure anticipates

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66 Exhibit BJJ G January 22-24, 2002 CMP Redesign Minutes (Att. 9, excerpt from Gap Analysis matrix). Meeting Minutes available on Qwest's website, *see*, http://www.qwest.com/wholesale/downloads/2002/020225/1_CMP_Redesign_Final_Meeting_Minutes_Jan_22-24-02-22-02.doc

67 Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), p. 292, lines 8-13 (Andrew Crain of Qwest).

> making global changes and steps need to be developed to account for individual differences before implementation.[68]

On April 4, 2002, Gap Analysis Issue #150 was closed in CMP Redesign[69] because language providing that the ICA controls was "inserted into the Scope section" of the CMP Document.[70] These documents show that CMP was created in a manner to ensure that unwanted global (*i.e.*, uniform) changes would not be forced on CLECs, and that CLECs retained their Section 252 right to negotiate and arbitrate individual contracts with individual differences. Qwest obtained 271 approvals after closing this "gap" by providing these assurances to CLECs and Qwest should not be allowed to backslide on this commitment now.

Q. DOES QWEST ATTEMPT TO DOWNPLAY CLEC OBJECTIONS TO ITS CHANGES?

A. Yes. Because the contract requires changes to expedite procedures be developed "mutually,"[71] Qwest has an incentive to minimize Eschelon's actions in CMP and dispute resolution that show that the changes were not mutually agreed upon. Initially, Qwest went so far as to tell the Commission that Eschelon "did nothing."[72] As that claim is unsupportable on the documented facts,[73] Qwest now

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68 *Id.* Att. 9, pp. 99-100 (Gap Analysis issue #150) (footnote to CO 271 transcript in original).

69 Related Action Item #227 (to "clarify SGAT language on CMP in sections 2.3.1 and 12.2.6, in addition, add language that states that CMP will not supersede and ICA") was also closed.

70 Exhibit BJJ H April 2-4, 2002 CMP Redesign Minutes, p. 15; Att. 6 (Action Items Log, #227, pp. 167-168 & Att. 12).

71 Exhibit DD-3 (Excerpts from Qwest-Eschelon ICA), Att. 5, §3.2.2.12.

72 Answer , p. 10, ¶B, line 25. Qwest went from claiming that Eschelon did nothing for "18 months" (Answer p. 10, ¶B, line 22) to its current claim of "2 ½ months" (Martain, p. 5, lines 7-8 & p. 26, line 22).

1 focuses on what Eschelon did not do[74] (even though those actions are optional)[75]
2 rather than on the objections actually made by Eschelon. A summary of steps
3 taken by Eschelon to object in CMP and under the ICA is provided in Exhibit
4 BJJ-K.

5 Qwest makes some pretty fine distinctions to try to create an impression that there
6 were not strong objections to its actions in CMP. For example, Qwest states that
7 the "only CLEC who to my knowledge has disputed V30 ***in any way*** is
8 Eschelon."[76] Apparently "in any way" is limited to Qwest's narrow definition of
9 "disputing" and does not apply to clear CLEC protests to Qwest's conduct in
10 written CMP comments. Posted on Qwest's own web site are objections by
11 several CLECs to Qwest's Version 30 changes.[77] For example, three CLECs
12 (including Eschelon) providing comments on Version 30 in CMP referred to
13 discrimination and/or a competitive disadvantage. Eschelon stated that the
14 change Qwest is proposing is "discriminatory to CLECs and CLEC customers."[78]
15 McLeod stated: "Qwest's removal of the 2w/4w analog loop exception from the
16 Expedites Requiring Approval process places CLECs at a competitive

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73 *See, e.g.*, Exhibit BJJ A-7 at 000118 (McLeodUSA CMP escalation of Qwest-initiated Version 27 notification) & 000120 (Qwest email confirming "Eschelon did join the escalation"); BJJ Att. A-7, at 000124-000126 (Eschelon's written objections to Qwest-initiated Version 30 notification); *see also* Exhibit BJJ-K.

74 See, e.g., Martain p. 32, lines 4-5.

75 *See* Exhibit BJJ-P (which includes a summary of the dispute resolution procedures in the CMP Document).

76 Martain p. 27, lines 10-11 (emphasis added).

77 Exhibit BJJ A-7 at 000123-000128.

78 Exhibit BJJ A-7 at 000126.

1 disadvantage."[79] PriorityOne Telecommunications, Inc stated that it "objects to
2 Qwest's proposed changes due to feeling that it is discriminatory to CLEC's and
3 CLEC customers."[80] Ms. Martain admits that "some CLECs expressed
4 dissatisfaction on the ad-hoc call" but does not even mention these written
5 objections in this response.[81] However, Ms. Albersheim acknowledged, at the
6 arbitration hearing in Minnesota, that Qwest proceeded with its changes even
7 though they were not supported by any CLEC.[82]

8 In CMP, Eschelon objected to Qwest's Version 30 change and joined McLeod's
9 escalation of Qwest's Version 27 change.[83] Although Qwest suggests that
10 Eschelon could have taken other steps in CMP (Oversight Committee,[84]
11 postponement, escalation),[85] those steps are not required by the CMP Document,
12 under which they are clearly optional. A summary of the terms of the CMP
13 Document (showing additional steps are not required) is attached to the testimony
14 of Ms. Johnson as Exhibit BJJ-P. Nor are they required under the ICA (which

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79 Exhibit BJJ A-7 at 000126.

80 Exhibit BJJ A-7 at 000126.

81 Martain Direct, p. 27, lines 3-4; *see also id.* lines 1-12.

82 *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*, Minnesota Public Utilities Commission Docket No. P-5340, 421/IC-06-768, Hearing Transcript, Vol. 1, at p. 26, line19-p. 27, line 18.

83 Exhibit BJJ A-7 at 000124-000126 (Eschelon objections in CMP to Version 30 changes), 000118 (McLeodUSA's escalation in CMP of Version 30 change), 000120 (Qwest email confirming "Eschelon did join the escalation"). *See also* Exhibit BJJ-K.

84 As the name "Oversight" suggests, Section 18.0 of the CMP Document indicates that it applies to issues raised with "using this CMP." *See* Exhibit BJJ A-9; Exhibit JM-D2. Section 18.0 of the CMP Document not only provides that it is "optional," but also that: "It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires." *Id.*

85 Martain, p. 27, lines 6-7 & p. 32, lines 4-5.

1 does not even reference CMP). The ICA requires mutuality in the development of
2 expedite procedures, and Eschelon clearly communicated its objections to Qwest.
3 Qwest knew it was not implementing these changes as to Eschelon based on any
4 kind of mutual agreement. Without mutual agreement, Qwest could not
5 consistent with the ICA refuse to provide expedite capability for loops to
6 Eschelon under the ICA.

7 **Q. MS. MARTAIN TESTIFIES THAT ESCHELON'S DISPUTE "WAS NOT**
8 **MADE AS PART OF THE CMP PROCESS."[86] PLEASE RESPOND.**

9 A. Qwest's claim doesn't make sense. To the extent that Qwest is indicating that a
10 dispute resolution has to involve multiple CLECs to be considered a CMP dispute
11 resolution (as Qwest suggested in the Minnesota Qwest-Eschelon arbitration),[87]
12 that is not required by the CMP Document, and it is inconsistent with Qwest's
13 previous responses to Eschelon requests to involve other CLECs in resolution of
14 issues. A summary of the CMP Document's dispute resolution procedures, and of
15 Qwest's previous responses, is provided in Exhibit BJJ-P.

16 In the case of this Eschelon Complaint, Eschelon made its objections in CMP and
17 then in an Eschelon dispute resolution letter expressly identified Qwest's Version
18 27 and Version 30 Expedite PCAT CMP changes as subject to the dispute

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[86] Martain, p 27 line 12; *see also id.* p. 27, lines 15-17 (claiming that Eschelon did not choose to use the CMP dispute resolution process).

[87] Qwest-Eschelon MN ICA Arbitration, Albersheim MN Direct, p. 27, lines 13-22.

resolution.[88] Eschelon's Complaint is a CMP dispute resolution, as well as a dispute resolution under the ICA.[89] Section 15.0 of the CMP Document clearly anticipates this sort of action when it states that an individual CLEC may bring any dispute from CMP to the Commission. Eschelon also brought the dispute pursuant to its ICA. Eschelon raised both issues in its Complaint, as well as the particular rehabilitation center example.[90] For example, Eschelon's Complaint in this matter states:

> Qwest claims that it may ignore its obligation to expedite unbundled loop orders under the Commission approved ICA because Qwest, through its Change Management Process ("CMP"), changed its generic wholesale product catalog ("PCAT"), over the objection of multiple CLECs. Qwest changed the PCAT to indicate that Qwest need not provide expedited orders for any unbundled loops, even when the CLEC's ICA has language supporting expedites. Although the Commission has approved rates that are structured as hourly and non-recurring charges, Qwest's revised PCAT provides that the rate must be structured as a per day charge for each day the order is expedited. Because Qwest has not brought any such per day charge to the Commission for approval, Qwest requires an ICA amendment to charge such a rate. Qwest neither obtained Eschelon's consent to such an amendment nor attempted to request approval from this Commission.
>
> Eschelon's right to obtain expedites under the Commission approved ICA at Commission approved rates and under nondiscriminatory terms cannot be modified or changed by Qwest's unfiled PCAT. Qwest ignores this Commission's

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88 Exhibit BJJ A-7 at 000137 (April 3, 2006 dispute resolution letter) (with the subject line identifying the Joint McLeod-Eschelon Escalation of Version 27 changes and Eschelon's 11/305 objections to Version 30 changes as subjects of the dispute resolution).

89 Exhibit BJJ A-7 at 000130 (March 21, 2006 dispute resolution letter) (citing ICA Section 27.2, the dispute resolution provision of the ICA); *see also* Exhibit BJJ A-7 at 000137 (April 3, 2006 dispute resolution letter) (with the subject line indicating Eschelon's dispute resolution request included "Dispute Resolution pursuant to the Interconnection Agreements").

90 Complaint, ¶¶22-41.

> authority to approve ICA terms and its authority to set and approve rates and charges. The Commission approved ICA controls, and Qwest must expedite unbundled loop orders and perform repairs for Eschelon pursuant to the ICA and in a nondiscriminatory manner.[91]

Eschelon properly raised these issues with the Commission in its Complaint, as provided for in the dispute resolution provisions of the CMP Document (Section 15.0) and the ICA (Section 27). Consistent with this, Staff has made conclusions that apply to CLECs with respect to the disputed CMP changes and with respect to Eschelon under its ICA.[92]

Q. QWEST CLAIMS THAT ESCHELON SHOULD HAVE FILED ITS COMPLAINT EARLIER.[93] PLEASE RESPOND.

A. Qwest's claim assumes that, at the time it made its CMP changes over Eschelon's objection, Eschelon had the burden of bringing a Complaint. Eschelon, however, had a Commission-approved ICA that requires Qwest to provide expedite capability (and under which Qwest had provided expedites for loops for almost six years) and prohibits Qwest from refusing to provide any service under the ICA without mutual agreement. As Eschelon had objected in CMP, Qwest *knew* there was no mutual agreement to change the ICA terms and expedite procedures. Qwest also *knew* that the CMP Document provides that, when a CMP change conflicts with or abridges the terms of an ICA, the ICA controls. Although Qwest

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91 Complaint, p. 2, line 17 – p. 3, line 6.

92 Staff Testimony, Executive Summary.

93 Martain p. 27, lines 13-18; Novak, pp. 7-8.

1 argues that Eschelon should have acted earlier because Qwest's position in CMP
2 was "well known,"[94] the more important point is that *Qwest knew* of the ICA
3 terms and Qwest's commitment that, despite any changes in CMP, the ICA
4 controls. In other words, Qwest is arguing that Eschelon should have known that
5 Qwest would steadfastly and repeatedly ignore these obligations and should have
6 filed a Complaint in anticipation of such conduct by Qwest.

7 After a number of requests by Eschelon for expedites, it became clear to Eschelon
8 that this was not a Qwest compliance problem but a Qwest policy. Without a
9 number of denials of requests based not on whether the emergency conditions
10 were met but simply due to Qwest's legal argument,[95] if Eschelon had filed a
11 Complaint earlier, Qwest may have argued that these were isolated incidents; that
12 Eschelon was being unfair and premature; or that Eschelon had insufficient
13 evidence that Qwest would not abide by the ICA terms and the CMP Scope
14 provision or that doing so would cause any harm. The severity of the particular
15 rehabilitation center example, involving serious 911 issues, compelled action. In
16 particular, this example showed Qwest will impose its position that it can
17 unilaterally breach a six-year mutually agreed upon term under the ICA, and

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94 Novak Direct, p. 7,line 18; *see also id.* pp. 7-8.

95 *See* Novak, p. 2, lines 18-20 ("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."); *see also id.* p. 7, lines 21-22.

1 create a required "per day" rate structure, without filing anything with the
2 Commission or gaining its approval.[96]

3 Although Qwest stated its policy in CMP, it remained to be seen whether Qwest
4 would apply a policy that conflicted with Eschelon's ICA to Eschelon, despite the
5 CMP Document's language to the contrary. Qwest sometimes indicates that it
6 *will require a contract amendment* when in fact it does not or should not. For
7 example, Qwest suddenly stopped processing Eschelon orders in Arizona for
8 unbundled loop conversions, telling Eschelon that Qwest required a contract
9 amendment for coordinated installation options before Qwest would process any
10 more of these orders.[97] Only after Eschelon escalated (relying on its existing
11 ICA)[98] did Qwest re-start processing these types of loop orders, *without a*
12 *contract amendment*. In another example, although Eschelon has a right to order
13 UNE Combinations under its existing agreement, Qwest nonetheless told
14 Eschelon that it would not accept orders for UNE Combinations (specifically,

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96 This is not the first time Qwest has done so. Its actions here, for example, are similar to those rejected by this Commission in the Qwest 271 proceeding. Qwest is on notice through these documents and that proceeding that it should not have implemented such a change without first seeking Commission approval. *See, In re. US West Communication, Inc.'s, Compliance with Section 271 of the Telecommunications Act of 1996*, ACC Docket No. T-00000A-97-0238, Decision No. 66242, ¶109 (Sept. 16, 2003).

97 *E.g.*, Email from Qwest (Cindy Buckmaster) to Eschelon (including Bonnie Johnson) (Feb. 28, 2001) ("I have advised your Account Manager – Judy Rixe, that you will need an amendment to permanently add these options to your profile.").

98 *See, e.g.*, Qwest-Eschelon ICA, Att. 5, §3.2.2.5 ("For Customer conversions requiring coordinated cut-over activities, U S WEST and CO-PROVIDER will agree on a scheduled conversion time(s), which will be a designated two-hour time period within a designated date. ***Unless expedited***, U S WEST and CO-PROVIDER shall schedule the cut-over window at least forty-eight (48) hours in advance, and as part of the scheduling, U S WEST shall estimate for CO-PROVIDER the duration of any service interruption that the cut-over might cause. The cut-over time will be defined as a thirty (30) minute window within which both the CO-PROVIDER and U S WEST personnel will make telephone contact to complete the cut-over.") (emphasis added).

1 UNE-P) anywhere in its territory, except Minnesota, without a contract
2 amendment.[99] It later processed UNE-P orders without a contract amendment in
3 Arizona (although in that case, not until after Eschelon raised the issue with the
4 Arizona Commission). Through these types of examples, Qwest was aware of
5 Eschelon's reasonable position that Qwest should not be able to refuse service in
6 violation of the ICA to force Eschelon into ICA amendments. As these examples
7 show, it sometimes remains to be seen after Qwest announces a position whether
8 and when it will apply it.

9 Qwest suggests in this case, however, that its policy prevented it from expediting
10 any loop orders. On March 17, 2006, Qwest (Jean Novak and Chris Siewert) left
11 a voicemail[100] for Eschelon (Rhonda Knudson) in which Ms. Siewert indicated
12 that she understood the rehabilitation center expedite request was "important" and
13 that "you hate to take people out of service."[101] Ms. Siewert also indicated that

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99 "Eschelon's Comments Addressing UNE Combinations," *In the Matter of U S West Communications, Inc.'s Compliance with §271 of the Communications Act of 1996*, AZ Docket No. T-00000A-97-0238 (Sept. 21, 2000), pp. 4-9 (describing Qwest's forcing CLECs into unnecessary contract amendments as "anti-competitive prerequisites").

100 Exhibit DD-6 (Voicemail unofficial transcription, Document Nos. 000349-000350).

101 Compare Qwest's recognition of the importance of this situation at the time with Qwest's later version of events in which Qwest claims it also denied the expedite because "there was no medical emergency." Novak Direct, p. 12, lines 15-17. This contradicts the voicemail discussion between Ms. Siewert and Ms. Novak in which they recognized the importance of the situation but decided to deny the expedite anyway and demand an unnecessary amendment instead. This also contradicts the reason provided to Eschelon at the time by Ms. Novak in a separate voicemail, in which she stated: "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." (emphasis added). (Eschelon had provided a letter from the customer to Ms. Novak in which the customer said: "Our disabled citizens are in jeopardy and could be at great risk without telephone service to be able to

she would take additional steps for Eschelon, such as "go in and look" for the disconnect number, apparently to confirm that facilities could be reused. Ms. Novak – who as a Qwest service manager for Eschelon is supposed to be Eschelon's advocate within Qwest – responded "I'm okay with ***not doing it***."[102] This conversation, at a minimum, suggests some level of discretion on their part at this point in time as to whether to process Eschelon's expedite request under the ICA.

Nonetheless, Qwest argues that Eschelon should have known it needed to raise the issue with the Commission earlier. Qwest contends that, by bringing a Complaint earlier, Eschelon could have avoided the situation in which Qwest refused to restore service to the rehabilitation center serving persons with disabilities while demanding an ICA amendment.[103] Eschelon addressed this issue in its Complaint:

> Pursuant to the ICA, Qwest should have restored the Customer's service (either by repair or granting an expedited order), billed any applicable charges and then, if Eschelon disputed any charges, pursued any dispute pursuant to the dispute resolution provisions of the approved ICA. Because Qwest did not do so, the Customer was out of service for a delayed period of time and Eschelon was forced to order a special access private line circuit. Eschelon had to pay the higher Qwest FCC tariffed rate for installation of that

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communicate healthcare, urgent care and programmatic needs." (Attachment 8 to Staff Testimony, Document No. 000354.) Note the absence of any claim by Qwest at the time that this expedite did not qualify for a medical emergency exception. The only basis provided was Qwest's legal position that an amendment was now required. *See* Novak, p. 8, lines 25-26 ("Qwest denied the request because Eschelon did not have an expedite amendment.").

[102] Exhibit DD-6 (Voicemail unofficial transcription).

[103] Martain, p. 27, lines 18-20.

circuit, instead of obtaining restoration of service under the terms of the ICA approved by this Commission.[104]

Eschelon also asked Qwest to follow this approach in future cases, to attempt to avoid the necessity of filing a Complaint, but Qwest continues to refuse to provide expedite capability for loops under the ICA.[105]

Q. STAFF ALSO COMMENTED ON THIS ISSUE. PLEASE RESPOND.

A. Staff's conclusions are consistent with the above allegation in Eschelon's Complaint. Staff said that Qwest could have used the dispute resolution process in the ICA rather than simply refusing to expedite the order in the rehabilitation center case. Staff said: "Qwest should have expedited the request first and then followed up afterwards with the dispute resolution process. Clearly, [Named Customer] [106] should have been thought of first; especially given the nature of the customer's business."[107]

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[104] Complaint, p. 2, lines 10-16; see also April

[105] Exhibit BJJ A-7 at 000132: Eschelon March 21, 2006 dispute resolution letter, p. 3 (last full paragraph).

[106] After Eschelon designated the customer name as confidential pursuant to the protective order and the ICA Qwest continues to refer to the customer name throughout discovery and testimony. See also Exhibit DD-9.

[107] Staff Testimony, p. 34, lines 14-21.

1 **C. <u>QWEST IS REQUIRED BY THE FEDERAL ACT TO PROVIDE</u>**
2 **<u>ACCESS TO UNES, WHICH INCLUDES EXPEDITES, AT COST-</u>**
3 **<u>BASED RATES.</u>**

4 **Q. QWEST STATES THAT ESCHELON "REFUSED" TO SIGN AN**
5 **EXPEDITE AMENDMENT.[108] WHAT TERM OF THE ICA DOES**
6 **QWEST MODIFY WITH ITS GENERIC EXPEDITE AMENDMENT?**

7 A. The rate. There is little else in the Qwest expedite amendment, which states that
8 the expedite procedures continue to operate as described in the Qwest PCAT,[109]
9 but now CLECs with an amendment pay an unapproved rate of $200 per day for
10 expedites of unbundled loop orders.[110] Despite all the discussion of CMP changes
11 over time, the end result is that the rate to obtain an expedite for loops went from
12 an installation charge with no additional expedite fee to an installation charge plus
13 $200 per day advanced.

14 **Q. QWEST INDICATES THAT IT MADE TARIFF FILINGS IN 2004.[111]**
15 **WHAT TERM OF THE TARIFF DID QWEST MODIFY WITH ITS 2004**
16 **TARIFF FILINGS?**

17 A. The rate. I have included pages from Qwest's 2004 tariff filings, along with
18 pages from the tariffs before the 2004 modifications (2000 and 2001), in Exhibit
19 DD-7. Very little changes other than the rate. Exhibit DD-7 also includes the

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108 Albersheim Direct p. 17, line 23.

109 Unlike the existing ICA, Qwest's unilaterally drafted amendment contains no provision for mutuality of development of the applicable terms.

110 See Exhibit DD-5.

111 *See, e.g.*, Martain Direct, p. 37, line 23.

1 Transmittal Description and Justification for the Qwest Expedite Order Charge
2 that Qwest filed with the FCC with its federal tariff in 2004.[112] It specifically
3 states that the purpose of Qwest's filing was "to revise the Expedited Order
4 Charge application to a per day charge structure."[113] Qwest adds that its
5 customers want "a simpler and easier method to expedite their orders and
6 calculate the cost of that expedite."[114] A review of the tariff pages shows that the
7 "simpler and easier method" has nothing to do with the process of how retail
8 customers obtain expedites but rather with how the charge is calculated. As I
9 discuss below, under the former method for calculating the charge, there was
10 some uncertainty as to the rate between $0 and $156.63 but it is certain that the
11 charge would not be more than $156.63 (half of the installation charge). With its
12 2004 filings, Qwest made it more certain by increasing the retail rate to $200 per
13 day. As discussed below, this is the charge for its retail customers, and not the
14 applicable rate for a wholesale customer.

15 **Q. ARE RATES WITHIN THE SCOPE OF CMP?**

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112 Qwest did not provide this transmittal and associated cost information to Eschelon through CMP (though Qwest claims it provided rate information in CMP, *see* Martain Direct, p. 29) or to Eschelon in negotiations. With respect to this case, in a March 21, 2006 letter, Eschelon asked Qwest to provide cost support for its proposed expedite rate. *See* Exhibit BJJ A-7, p. 000132, footnote 1. Eschelon cited 47 CFR §51.301 (*see id.*), which provides in subpart (c)(8)(ii) that it is a violation of the duty to negotiate in good faith for an ILEC to refuse "to furnish cost data that would be relevant to setting rates if the parties were in arbitration." Qwest , however, did not provide this cost information until the companies were in litigation, after which Eschelon found the public copy on the web.

113 *See* Exhibit DD-7 (paragraph 1 of Qwest Transmittal). See Qwest Transmittal No. 202, Description and Justification Qwest Expedite Order Charge, available at: http://svartifoss2.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/bin/binary_out.pl?70394.

114 *See* Exhibit DD-7 (paragraph 1 of Qwest Transmittal).

A. No. Qwest admits that rates and the application of rates are outside the scope of CMP,[115] and Staff agrees.[116] When McLeod indicated in its escalation of Qwest's Version 27 CMP changes (which Eschelon joined)[117] that the effect of Qwest's changes was to make "it almost impossible for McLeodUSA to expedite with such a high charge,"[118] Qwest responded:

> In response to McLeod's concern around costs associated with an expedited request; discussion around rates associated with an Interconnection Agreement are outside the scope of the CMP process.[119]

Qwest did not explain why it could effectuate an increase in the rate through CMP, when CLECs could not object to that result in CMP.[120] Although Qwest referred to "discussions around rates" and "an Interconnection Agreement," Qwest said, in its September 15, 2005 initial notice for Qwest's Version 27 change: "Customers who currently have an expedite amendment will automatically be included in this change."[121]

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115 Martain Direct, p. 2, line 39.

116 Staff Testimony, p. 29, lines 4-5.

117 Exhibit BJJ A-7 000120 (Qwest email confirming "Eschelon did join the escalation").

118 Exhibit BJJ A-7 at 000118 (McLeodUSA CMP escalation of Qwest-initiated Version 27 notification).

119 Exhibit BJJ A-7 at 000129 (Qwest CMP Response to McLeodUSA escalation).

120 Now, in its direct testimony, Qwest attempts to provide an explanation, claiming that it received questions from the operational CLEC personnel participating in CMP about rates. *See* Martain Direct, p. 39. The scope of the CMP Document may only be changed by a unanimous vote. *See id.* p. 7, line 18. Answering questions by CLEC operational personnel about Qwest's prices does not give Qwest the authority to unilaterally revise the scope of CMP so that it may effectuate a rate change through alleged CMP changes. Qwest admits that rates are outside the scope of CMP and, if it believed these questions were outside the scope, it could have referred the CLEC questions to the Qwest service or sales representatives. Qwest may have chosen to answer the questions in this context for its own convenience in not having to answer it individually elsewhere. In any event, Qwest's choice to respond in CMP does not alter the scope of CMP.

121 Exhibit BJJ-J (Version 27 September 15, 2005 Qwest notification).

1 **Q. DID QWEST OBTAIN ESCHELON'S CONSENT OR SEEK**
2 **COMMISSION APPROVAL FOR THIS RATE INCREASE?**

3 A. No. Although Qwest cited a legal reason for its conduct ("parity"),[122] Qwest did
4 not seek a change through the change in law provisions, through a request to
5 update its SGAT, a cost case, or any other Commission proceeding. Although the
6 ICA is supposed to govern, one day Eschelon could receive expedited capability
7 for unbundled loops *under its Commission-approved ICA* when the emergency
8 conditions were met for the price of the installation charge, and the next day it
9 could not receive them except at an unapproved rate of $200 per day that was not
10 in the contract. This rate change occurred as a result of Qwest's CMP activities,
11 as nothing in the ICA changed on that day. Staff hit the nail on the head when it
12 testified:

13 Q. What role did the CMP play in this particular case?
14 A. Qwest has based its position on the CMP.[123]

15 After January of 2006, Qwest refused to provide expedite capability for loops
16 under the Commission-approved ICA at the previous rate which Qwest had been
17 charging for six years (the installation charge with no separate expedite fee) or at
18 any Commission-approved rate.[124]

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122 Exhibit BJJ A-7 at 000105 (second paragraph of Summary of Change).

123 Staff Testimony, p. 7, lines 15-16.

124 *See* Exhibit BJJ A-7 at 000137-000138 (Eschelon letter outlining Commission-approved, cost-based rates that Eschelon would pay per the ICA, if Qwest was going to deviate from the terms that had applied for six years under the ICA) & at 000133 (first paragraph) (Eschelon letter indicating Qwest knew at the time of the rehabilitation center example that Eschelon was willing to pay, if Qwest was going to deviate from the terms that had applied for six years under the ICA);

1 **Q. IS ESCHELON'S POSITION THAT QWEST SHOULD CONTINUE TO**
2 **PROVIDE EXPEDITE CAPABILITY FOR LOOPS IN EMERGENCY**
3 **SITUATIONS AT NO ADDITIONAL CHARGE CONSISTENT WITH**
4 **ESCHELON'S POSITION THAT RATES FOR EXPEDITES SHOULD BE**
5 **COST-BASED?**

6 A. Yes. As discussed, Eschelon continues to pay the installation NRC separate from
7 the expedite fee. In addition, Qwest provides expedites when the identified
8 emergency conditions are met ("Expedites Requiring Approval") only if resources
9 are available. Regarding Expedites Requiring Approval (but not fee-added Pre-
10 Approved Expedites),[125] Qwest's PCAT states:

11 > Qwest will review your expedited request for resource availability.
12 > In some cases, we may contact you to advise resources for expedite
13 > are not available or offer an alternate date.[126]

14 Qwest incurs no cost to add resources for expediting an order when the
15 emergency conditions are met. If resources are not available, Qwest simply
16 denies the request.

17 **Q. MS. MILLION TESTIFIES THAT EXPEDITE CHARGES NEED NOT BE**
18 **COST BASED AND SUGGESTS THAT THEY ARE "COMPLETELY**

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see also Novak Direct, p. 8, lines 24-25 (Qwest admits it knew at the time that Eschelon was willing to pay).

125 Qwest's testimony on this point is inaccurate. Ms. Albersheim testifies that Qwest provides expedites under its fee-added Pre-Approved Expedite process (at $200 per day) "so long as resources are available." Albersheim Direct, p. 64, lines 7-8. Qwest's own PCAT shows that she has it backwards. Per Qwest's PCAT, the emergency-based Expedites Requiring Approval (at no additional fee) are subject to resource availability; the fee-added Pre-Approved Expedites are not. *See* Exhibit BJJ-N (current Qwest Escalations and Expedites PCAT).

126 *See* Exhibit BJJ-N (current Qwest Escalations and Expedites PCAT, discussing emergency-based Expedites Requiring Approval).

SEPARATE" FROM THE WORK THIS COMMISSION HAS DONE IN COST DOCKETS.[127] WAS IT ALWAYS QWEST'S POSITION THAT NON COST BASED RATES APPLY AND EXPEDITE CHARGES REQUIRE NO COMMISSION APPROVAL?

A. No. Historically Qwest has treated expedites as a rate element subject to cost based pricing. Expedites were provided for six years as part of the Section 251 interconnection agreement between Eschelon and Qwest.[128] In 2001, Qwest confirmed that expedites were a part of accessing UNEs when Qwest asked the Commission to establish an Individual Case Basis ("ICB") rate for expedites. The executive summary to the direct testimony of Qwest witness Robert F. Kennedy states:

> This Direct Testimony proposes recurring and nonrecurring charges and describes certain products and services included within the categories of Local Interconnection Service, Collocation, CLEC-to-CLEC Connections, Unbundled Network Elements and Other Services.[129]

Expedites is listed in Mr. Kennedy's testimony as within the category of unbundled network elements, which means that Qwest understood they were

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127 Million Direct, p. 5, line 4; *see also id.* pp. 4-5.

128 *Webber Direct (Adopted)*, pp. 8 – 10.

129 Before the Arizona Corporation Commission, In the Matter of Investigation into Qwest Corporation's Compliance with Certain Wholesale Pricing Requirements for Unbundled Network Elements and Resale Discounts, Docket No. T-00000A-00-0194 Phase II ("Phase II UNE Cost Docket"), Direct Testimony of Robert F. Kennedy ("Kennedy Direct"), Qwest Corporation, March 15, 2001, p. 1. See also Exhibit DD-4.

1 subject to cost-based (*i.e.* TELRIC) pricing. Mr. Kennedy notes that, "Qwest
2 proposes to charge for Expedites and Cancellations on an ICB basis."[130]

3 **Q. DID THE COMMISSION MAKE ANY RULING WITH RESPECT TO**
4 **QWEST'S FILING REGARDING EXPEDITE CHARGES?**

5 A. Yes. The Commission in its order in the UNE Cost Docket found that "Qwest is
6 directed to develop cost studies for all services offered in this docket on an ICB
7 price basis in Phase III. Qwest should make every effort to develop reasonable
8 cost-based prices for such services even if it has little or no experience actually
9 provisioning the services."[131] Because Qwest "offered in this docket on an ICB
10 price basis" the provision of expedites, expedite charges are subject to this order.

11 **Q. HAS ANY QWEST CONDUCT SINCE THEN INDICATED THAT**
12 **QWEST WOULD COMPLY WITH THAT ORDER?**

13 A. Yes. In its current Arizona SGAT (dated February 10, 2005), Qwest lists footnote
14 five next to the Expedite rate element.[132] Footnote five reads: "Rates for this
15 element will be proposed in Arizona Cost Docket Phase III and may not reflect
16 what will be proposed in Phase III. There may be additional elements designated
17 for Phase III beyond what are reflected here."[133] Inclusion of this footnote

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130 *Phase II UNE Cost Docket, Kennedy Direct,* p. 47. See also Exhibit DD-4.

131 *Phase II UNE Cost Docket,* Phase II Opinion and Order, Decision No. 64922, June 12, 2002, p. 75. See also Exhibit DD-4.

132 See Exhibit JW-C (adopted) (SGAT pages, p. 14 of 19). Qwest's SGAT is available at its website. See page 12, section 9.20.14 for the Expedite rate element. http://www.qwest.com/about/policy/sgats/SGATSdocs/arizona/AZ_14th_Rev_3rd_Amend_Exh_A_2_10_05_Clean.pdf

133 *Id.*, page 16, note 5.

1 indicates that Qwest recognized that expedite charges are subject to this
2 Commission order. Qwest has never sought permission from this Commission to
3 remove expedites from the list of UNE rate elements, nor has the Commission
4 issued an order removing expedites. Therefore, cost-based rates for Expedites are
5 still required by the Commission's order (in addition to Section 252(d)(1)(A)(i) of
6 the federal Act).

7 **Q. GIVEN THAT HISTORICALLY QWEST PROVIDED EXPEDITES FOR**
8 **UNBUNDLED LOOPS UNDER SECTION 251 AGREEMENTS AND SAID**
9 **THAT IT WOULD PROPOSE RATES IN THE UNE COST DOCKET**
10 **PHASE III, WHAT REASON DOES QWEST GIVE FOR**
11 **IMPLEMENTING NON COST BASED RATES WITHOUT TAKING**
12 **THAT STEP?**

13 A. Qwest has made its own determination that it believes it is better to charge a
14 market based rate.[134] Its proffered reasons for that determination have vacillated.
15 Qwest has argued that expedites are "not UNEs"[135] (in direct contradiction to the
16 Qwest UNE Cost Docket filing described in the previous paragraph). Qwest has
17 claimed that expedites are not UNEs because expedites are not on the FCC's list
18 of Section 251 network elements and because they are "superior" services. In
19 contrast, Qwest has also implicitly accepted that expedites are part of accessing
20 UNEs because it has described expedites in the context of the statutory

[134] Million pp. 6-7.

[135] Qwest-Eschelon AZ ICA Arbitration Albersheim Direct, p. 64, line 12; *see also* Million Direct, p. 3 lines 15-23 & p. 5, line 5.

requirements for offering "access to network elements on a nondiscriminatory basis" based on whether the network element has a "retail analogue."[136] Qwest has claimed both that UNE loops do *not* have a retail analogue (though it now claims this applies only to UNE DSO loops)[137] and that UNE DS1 and DS3 loops *do* have a retail analogue.[138]

Q. PLEASE RESPOND TO QWEST'S ARGUMENT THAT EXPEDITES SHOULD NOT BE COST-BASED BECAUSE "EXPEDITES ARE NOT UNE'S"[139] BECAUSE THEY ARE NOT ON THE FCC'S LIST OF SECTION 251 ELEMENTS.[140]

A. This is an earlier Qwest argument, but Ms. Million's testimony continues to suggest that it is one of the bases for Qwest's position. When it argues that expedites are not on the list of UNEs, Qwest is asking the Commission to engage in the following rudimentary exercise: (1) take the list of seven or eight UNEs identified by the FCC (*e.g.*, "loop");[141] (2) compare the words on that list to the

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136 *In the Matter of the 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,* Memorandum Opinion and Order, FCC 99-404, CC Docket No. 99-295, rel. December 22, 1999 ["Bell Atlantic NY 271 Order"] at ¶ 44.

137 In its November 18, 2005 CMP Response, Qwest gave the following reason for its refusal to provide the capability to expedite orders for loops under the Expedites Process: "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." *See* Exhibit BJJ A-7 at 000124 (last paragraph) (emphasis added). Although today Qwest attempts to limit this statement to DS0 loops (*see* Albersheim Direct, p. 12, lines 18-19), the statement on its face applied to all unbundled loops. Qwest made this statement to CLEC operational personnel in the CMP context.

138 Albersheim Direct, p. 12, lines 18-19.

139 Albersheim Direct, p. 64, line 12.

140 Million Direct, p. 3, lines 15-23 & p. 5, line 5.

141 See, TRRO §51.319; *see also* FCC First Report and Order ¶ 27 ["The minimum set of network elements the Commission identifies are: local loops, local and tandem switches (including all

term being requested (*e.g.*, "expedite"); and (3) find that Sections 251 and 252 do not apply if the same word is not on both lists. If the exercise were that simple, however, there would hardly be several hundred pages of FCC orders discussing ***access to*** UNEs. Note that ICA Exhibit A (the rate sheet) contains nearly 600 items with rates. If Qwest's test were applied, Exhibit A would contain less than ten items with rates. Obviously, Qwest's proposed approach is not the test the Commission has applied in determining cost-based rates pursuant to Sections 251 and 252.

The issue is not whether a term (*e.g.*, "expedite") is itemized on the minimum list of "UNEs"; the issue is nondiscriminatory *access to* UNEs. In ¶268 of its *First Report and Order*, the FCC found that the requirement to provide "access" to UNEs must be read broadly, concluding that the Act requires that UNEs "be provisioned in a way that would make them useful."[142] Expedites are needed to make UNEs useful. Nondiscriminatory access to UNEs must be provided at cost-based rates.[143]

Q. PLEASE DESCRIBE MS. ALBERSHEIM'S ARGUMENT THAT EXPEDITES ARE NOT UNES BECAUSE THEY ARE SUPERIOR SERVICES.

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vertical switching features provided by such switches), interoffice transmission facilities, network interface devices, signalling and call-related database facilities, operations support systems functions, and operator and directory assistance facilities.]"

[142] *See* Webber Direct (adopted), p. 98.

[143] 47 C.F.R. §51.307(a); 47 U.S. C. §252(d)(1)(A)(i).

A. Ms. Albersheim argues Qwest should be able to impose upon Eschelon and other CLECs the "same" price that Qwest charges its private line retail customers.[144] She then compares Qwest's charges for expediting unbundled loops with its tariffed charges for retail expedites and concludes that, in fact, Qwest is offering Eschelon expedite terms that are superior to those that it offers Qwest retail customers.[145]

Q. IS IT PROPER TO COMPARE CHARGES IMPOSED BY QWEST ON *CLECS* WITH EXPEDITE CHARGES IMPOSED BY QWEST ON ITS *RETAIL* CUSTOMERS?

A. No. The relevant comparison, for purposes of determining whether charges are discriminatory, is between the charges faced by CLECs and the expedite charges *Qwest* incurs when it expedites service to one of its retail customers (i.e., what Qwest charges *"itself"*). This is the appropriate comparison because Qwest acts in a dual role of the CLECs' provider of bottleneck facilities and the CLECs' competitor in retail markets, and is supported by the following FCC rule:

> **§ 51.313 Just, reasonable and nondiscriminatory terms and conditions for the provision of unbundled network elements.**
>
> (b) Where applicable, the terms and conditions pursuant to which an incumbent LEC offers to provide access to unbundled network elements, including but not limited to, the time within which the incumbent LEC provisions such access to unbundled network elements, shall, *at a minimum, be no less favorable to the*

[144] Albersheim Direct, p. 12, lines 1-4.

[145] Albersheim Direct Testimony at 12.

1 *requesting carrier than the terms and conditions under which the*
2 *incumbent LEC provides such elements to itself.*[146]

3 Qwest faces only the cost of an expedite when expediting its own orders, instead
4 of the non-cost-based per day charge that it charges its retail customers. Qwest
5 has stated that the expedite rate is $200 per day for Qwest retail customers and
6 CLECs and admits that this rate is not cost-based.[147] Common sense dictates that
7 Eschelon cannot pay Qwest a wholesale rate that is equal to Qwest's retail rate
8 and still expect to compete. UNEs are a wholesale product and the expedite rate
9 for UNE orders should be cost-based, and not set based on retail tariff offerings.

10 Charging Eschelon a non-cost based, retail price that is higher than Qwest's own
11 expedite costs would violate rule §51.313 because this price constitutes terms that
12 are less favorable than terms faced by Qwest in expediting its own orders.
13 Eschelon and Qwest compete in the retail market and this competition includes an
14 ability to offer expedite service to retail customers "on competitive" terms. By
15 charging Eschelon a wholesale expedite price that exceeds the cost of the
16 expedite, Qwest is gaining an unfair advantage because Qwest can "profit" on the
17 difference between the wholesale price of an expedite and Qwest's cost associated
18 with expedites. This advantage would be the same as the advantage that Qwest
19 would have if it charged above-cost rates for UNE loops and other UNE elements
20 – a situation that the unbundling rules and TELRIC pricing are designed to avoid.

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146 47 CFR § 51.313.

147 Million Direct Testimony at 7.

Thus, Ms. Albersheim's contention that "Eschelon is actually getting superior rates and conditions"[148] is based on a false comparison between a retail price and a wholesale price.

Q. MS. MILLION CLAIMS THAT EXPEDITE CHARGES OFFERED TO ESCHELON AND OTHER CLECS FOR UNE ORDERS SHOULD NOT BE COST BASED.[149] PLEASE EXPLAIN HOW THIS ARGUMENT IS FLAWED.

A. The key to Ms. Million's argument is her incorrect assumption that expedites comprise "superior" services.[150] It is based on this assumption that Ms. Million concludes that expedites are not subject to Section 252 of the Telecommunications Act and, therefore, are not required to be provided at cost-based rates.[151]

Q. ON WHAT BASIS DOES MS. MILLION ASSERT THAT EXPEDITES REPRESENT A "SUPERIOR SERVICE" THAT IS NOT SUBJECT TO SECTION 252?

A. The basis for this claim is not clear because nowhere in her testimony does Ms. Million define the concept of "superior service." Ms. Million appears to be

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148 Albersheim Direct Testimony at 13.

149 Million Direct Testimony at p. 3, line 12-p. 4, line 21.

150 Ms. Million acknowledged, in the ICA arbitration proceeding in Minnesota, that if expedites are not a "superior service," then TELRIC pricing is appropriate. See, e.g., *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*, Minnesota Public Utilities Commission Docket No. P-5340, 421/IC-06-768, Hearing Transcript, Vol. 2, p. 94, line 24-p.95, line 2.

151 Million Direct Testimony at p. 4, lines 17-21.

1 claiming that expedited service is a "superior service" because it allows the
2 customer to receive service more quickly than would otherwise be the case.[152] In
3 other words, Ms. Million seems to argue that expedited service is "superior" to
4 service provided under the regular interval. If this is, in fact, the basis of Qwest's
5 position, it is incorrect.

6 Ms. Million cites the Eighth Circuit's decision in the *Iowa Utilities Board* case[153]
7 for the proposition that nondiscriminatory access does not require the incumbent
8 to provide superior service.[154] While Ms. Million parrots the phrase "superior
9 service," she overlooks that, in discussing what constituted superior service, the
10 Eighth Circuit found that the Act does not require an incumbent to provide service
11 that is superior *to what the incumbent provides itself* in connection with providing
12 service to its retail customers.[155] Thus, if Qwest provides a particular service –
13 such as expedites – to its retail customers, and therefore to itself, as a matter of
14 course, then that service is not "superior."

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152 See Million Direct Testimony at p. 5, lines 17-19 ("[T]he service of expediting an order is a superior service that allows a CLEC to circumvent the standard installation intervals provided for UNEs.") and p.8, lines 19-22 ("[S]ome 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.")

153 *Iowa Utilities Board v. FCC*, 120 F.3d 753 (8th Cir. 1997), *aff'd in part, rev'd in part*, 525 U.S. 366 (1999) ("*Iowa Utilities Board*").

154 Million Direct Testimony at p. 4, lines 1-6.

155 *Iowa Utilities Board*, 120 F.3d at 812 ("Another source of disagreement between the petitioners and the FCC arises over the Agency's decision to require incumbent LECs to provide interconnection, unbundled network elements, and access to such elements at levels of quality that are superior to levels at which the incumbent LECs provide these services to themselves.")

1 Significantly, Ms. Million does *not* argue that expedites are a superior service
2 because Qwest does not expedite orders for its own retail customers. Similarly,
3 Ms. Million does *not* argue that expedites comprise a superior service because
4 customers other than Eschelon (for example, other CLECs or retail customers)
5 cannot request that orders be expedited. Qwest cannot deny that it expedites
6 orders for other CLECs and for its own retail customers. Expedited orders are
7 provided to a variety of Qwest's customers and therefore, they do not comprise a
8 superior service.

9 Further, that the ability to expedite UNE installation, for example, is available as
10 *an option*, does not mean that such expedited access to UNEs should not be
11 subject to cost-based regulation. Indeed, Qwest offers *options,* if you will, for a
12 number of products that constitute access to UNEs. For example, Qwest offers
13 UNE loop installation in different forms – Basic Installation, Basic Installation
14 with Performance Testing, and Coordinated Installation with Cooperative
15 Testing.[156] Qwest does not argue that only the Basic Installation option should be
16 priced consistent with cost-based principles, while all other, arguably "superior"
17 options should be based on the price that the market can "bear."[157] Similarly,
18 Exhibit A to the parties' interconnection agreement, which lists the rates
19 applicable to unbundled elements and services to be provided under Section 252,
20 contains the agreed-upon charges for Standard, Overtime and ***Premium*** Managed

[156] See ICA Exhibit A, Section 9.2.4. As seen from the notes in Exhibit A, these rates for installation are based on the Commission's cost docket, T-00000A-00-194, Phase II Order 64922.

[157] Million Direct Testimony at p. 21, lines 11-14.

1 Cuts,[158] and Overtime and ***Premium*** Labor.[159] To the best of my knowledge,
2 Qwest has not argued these options or "premium" access to these products should
3 be subject to a different pricing standard than those standards which are
4 applicable to "basic" access or level of service because these options constitute
5 "superior service."

6 Finally, that Qwest proposes to provide expedites under an amendment to
7 Eschelon's ICA, rather than pursuant to a commercial agreement, demonstrates
8 that Qwest, itself, recognizes that expedites fall within the scope of Section 252.

9 **Q. COULD QWEST BE CLAIMING THAT THE EXPEDITE SERVICE IT IS**
10 **WILLING TO PROVIDE ESCHELON IS "SUPERIOR" BECAUSE IT**
11 **"COSTS LESS" THAN A RETAIL EXPEDITE?**

12 A. Ms. Albersheim has stated that, because the "standard interval" for a DS1 Capable
13 Loop is 5 days and the provisioning interval for a DS1 private line is 9 days, the
14 expedite for the loop "costs less" than for the private line, even though the rate is
15 $200 per day for both customers, because the private line customer would pay
16 more than the UNE customer to have the service delivered in one day.[160] Based
17 on this, Ms. Albersheim asserts that "Eschelon is actually getting superior rates
18 and conditions." I am aware that, in the arbitration proceedings, Qwest has used a
19 similar analysis to support its claim that expedites represent a "superior service"

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158 ICA Exhibit A, Section 10.1.2. The note to this rate says that the rate has not been addressed in cost docket but is "estimated TELRIC."

159 ICA Exhibit A, Section 9.20.2. The note to this rate says that it is based on the Commission's cost docket, T-00000A-00-194, Phase II Order 64922.

160 Albersheim Direct Testimony at 13, lines 5-18.

1 and, therefore, are not required to be provided at cost-based rates.[161] It is unclear
2 whether Qwest means to be making a similar argument here, but if it does, that
3 argument is incorrect.

4 In order to more fully ascertain the extent to which a service should be considered
5 a "superior" service and, if so, how it should be priced, one threshold question to
6 be addressed is whether Qwest provides the service to itself for its own retail
7 customers, separate from the question of price. If so, the analysis in this case
8 moves to another question, which addresses what the price should be. It is
9 incorrect to equate not providing a wholesale service *at the same price* as a retail
10 service with superior service, because it confuses these concepts and
11 inappropriately collapsed the two questions into one.[162] Although Qwest takes the
12 position that private line service is the retail analogue of an unbundled DS1
13 Capable Loop, Qwest presumably would not claim that it is appropriate to charge
14 the same price for the unbundled loop as for the retail service.[163]

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161 *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*, Minnesota Public Utilities Commission Docket No. P-5340, 421/IC-06-768, Albersheim Direct, p. 59, line 20-p. 60, line10 (characterizing expedites as a "premium service") and Million Rebuttal, p. 19 footnote 11 ("Qwest witness Renee Albersheim explains why and how expedited orders are a superior class of service in her Direct Testimony, p. 59-60, lines 20-22, 1-10.")

162 At the hearing in the Minnesota arbitration proceeding, Ms. Albersheim admitted that the fact that there's a difference in price between two services does not mean that the lower priced service is a superior service for purposes of determining whether that service is a UNE. *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*, Minnesota Public Utilities Commission Docket No. P-5340, 421/IC-06-768, Hearing Transcript, Vol. 1 at page 26, lines 14-18.

163 Cf. Albersheim Direct Testimony at p. 12, lines 1-4.

Q. MS. MILLION REFERENCES A DECISION OF THE FLORIDA COMMISSION IN SUPPORT FOR HER ARGUMENT THAT THE EXPEDITE CHARGES ASSOCIATED WITH UNE ORDERS SHOULD NOT BE COST-BASED.[164] IS THIS CITATION PERSUASIVE?

A. No. Contrary to the Eighth Circuit's superior service analysis, the Florida Commission failed to consider the nature of the service that the incumbent provided to itself. The correct analysis of that issue is that reflected in the decision of the North Carolina Commission in the *NewSouth* case,[165] which is discussed in my (adopted) Direct Testimony.[166] In that case, the North Carolina commission rejected BellSouth's arguments and affirmed its conclusion that expedited service is subject to the nondiscrimination obligations of Section 251, stating, "The Commission also believes that expediting service to customers is simply one method by which BellSouth can provide access to UNEs and that, since BellSouth offers service expedites to its retail customers, it must provide service expedites at TELRIC rates pursuant to Section 251 and Rule 51.311(b)."[167]

Q. MS. MILLION DESCRIBES TELRIC AND TSLRIC COSTING METHODS.[168] DOES HER DESCRIPTION SUPPORT QWEST'S

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164 Million Direct Testimony at p. 4, lines 6-15.

165 *Re NewSouth Communications Corp.*, 2006 WL 707683 (N.C.U.C. February 8, 2006).

166 Webber Direct Testimony (adopted) at p. 39, lines 3-13.

167 *Id.* at *47; *see also Re Verizon Delaware , Inc.*, 2002 WL 31521484 at *12 (Del. Pub. Serv. Comm'n 2002) (requiring cost-based rate for expedited CLEC service orders).

168 Million Direct Testimony at p. 2, line 12-p. 3, line 11.

POSITION WITH RESPECT TO THE APPROPRIATE WHOLESALE RATE FOR EXPEDITES?

A. No. Ms. Million admits that Qwest's expedite charge is not based on cost.[169] Accordingly, if the Commission rejects Qwest's argument that expedites are a superior service, then there is no dispute that Qwest's non-cost based expedite charge is inappropriate.

Q. MS. MILLION ARGUES THAT EXPEDITE CHARGES FOR UNE ORDERS SHOULD BE BASED ON A PRICE THAT A "MARKET CAN BEAR."[170] PLEASE EXPLAIN WHY HER ARGUMENT IS FLAWED.

A. First, Ms. Million neglects to mention that the market in question is the wholesale market for provisioning essential bottleneck facilities such as the UNE loop, *to which Qwest is a dominant (if not sole) provider*. Eschelon cannot simply go to another wholesale provider to get a better price. The FCC described this situation as follows:

> Congress recognized that, because of the incumbent LEC's incentives and superior bargaining power, its negotiations with new entrants over the terms of such agreements would be quite different from typical commercial negotiations. As distinct from bilateral commercial negotiation, the new entrant comes to the table with little or nothing the incumbent LEC needs or wants. The statute addresses this problem by creating an arbitration proceeding in which the new entrant may assert certain rights, including that the incumbent's prices for unbundled network elements must be "just, reasonable and nondiscriminatory."[171]

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169 Million Direct Testimony at p. 7, lines 15-17.

170 Million Direct Testimony at p. 6, lines 11-14.

171 Local Competition Order, ¶15.

1 Ms. Million fails to acknowledge that the dominant provider in the wholesale
2 market (Qwest) also competes with Eschelon and other CLECs in retail markets.
3 The dominant provider has the ability and incentives to use its "superior
4 bargaining power"[172] in its wholesale markets to gain advantage in retail markets.
5 This very combination is what constitutes the economic barriers to meaningful
6 competition that the Telecommunications Act and federal unbundling rules were
7 developed to remedy.

8 Second, Ms. Million's argument that the price should be set at a level that the
9 market can bear is meaningless: Ms. Million overlooks basic economic theory
10 which is, generally speaking, as the price of a good or service goes up, the
11 quantity goes down, and at some point the quantity of demand will drop to zero.
12 Ms. Million's suggestion (that the "value" of expedite should be determined based
13 on the price that the market can bear) does not result in the maximum *total* value
14 of expedites. Note that the basic economic theory[173] says that there exists a
15 certain price level that maximizes the total value for the product *for the producer*
16 (Qwest); and there also exist *another,* ***lower*** price level that maximizes the total
17 value of the product *for society* (which includes Qwest, Eschelon, other CLECs
18 and End User Customers). The first level is the price resulting from an
19 unregulated monopoly market; the second price is the price resulting from a
20 competitive market. It is this basic economic theory that has been at the heart of

[172] Local Competition Order, ¶15.

[173] Virtually any microeconomic textbook covers this topic. See for example, B.E. Binger and E. Hoffman *Microeconomics with Calculus*, Scott, Foresman and Company, 1985, pp. 377-386.

1 governmental regulation of local telecommunications markets both before and
2 after the Telecommunications Act.[174] Now Ms. Million is suggesting to dismiss
3 this regulation and the economic theory behind it, and instead, let the dominant
4 provider dictate its price for expedites. As is evident from the following citation,
5 the TRRO confirmed that the ILECs' dominance in the provisioning of essential
6 bottleneck facilities continues to be a reason for price regulation in UNE markets.

> 7 It would be unreasonable to conclude that Congress created a
> 8 structure to incent entry into the local exchange market, only to
> 9 have that structure undermined, and possibly supplanted in its
> 10 entirety, by services priced by, and largely within the control of,
> 11 incumbent LECs.[175]

12 **Q. MS. MILLION ARGUES THAT THE COMMISSION ACCEPTED THE**
13 **SAME EXPEDITE CHARGE AS QWEST PROPOSES HERE IN**
14 **MULTIPLE TARIFFS.[176] DOES THIS ARGUMENT SUPPORT QWEST'S**
15 **POSITION?**

16 A. No. None of these tariffs dealt with access to UNEs.[177] These services were de-
17 regulated because the Commission found sufficient evidence of competition in
18 these markets, while the markets for essential local facilities such as the local loop

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174 The Local Competition Order (at ¶ 740) elaborates on the issue of pricing in competitive and non-competitive markets as follows: "Just compensation is not, however, intended to permit recovery of monopoly rents. The just and reasonable rate standard of TELRIC plus a reasonable allocation of the joint and common costs of providing network elements that we are adopting attempts to replicate, with respect to bottleneck monopoly elements, the rates that would be charged in a competitive market, and, we believe, is entirely consistent with the just compensation standard." (footnotes omitted).

175 *TRRO*, ¶ 48.

176 Million Direct Testimony at p. 5, line 26-p. 6, line 4.

177 In her testimony, Ms. Million refers specifically to 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.

continue to be impaired without special pricing rules applied to them.[178] Similarly, Access Services, which provide network access to long-distance services, as well as local services *in the markets with sufficient facilities-based competition*,[179] are regulated based on a different set of standards than access to UNE markets (network elements in impaired markets). The TRRO confirmed the need for a different pricing standard in the markets for UNEs than the pricing standard used in the Access markets. This fact is captured in the following citation from the FCC TRRO:

> Here, upon further consideration, we determine that in the local exchange market, the availability of a tariffed alternative should not foreclose unbundled access to a corresponding network element, even where a carrier could, in theory, use that tariffed offering to enter a market.[180]
>
> Thus, Congress's enactment of section 251(c)(3), and the associated cost-based pricing standard in section 252(d)(1), at a time when special access services were already available to carriers in the local exchange market indicates that UNEs were intended as an *alternative* to these services, available **at alternative pricing**.[181]

Q. IN SUPPORT OF HER CLAIM THAT EXPEDITED ORDERS FOR UNES SHOULD NOT BE COST BASED, MS. MILLION MENTIONS THAT THE

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178 TRRO, ¶ 2. UNE Loop markets are those markets that continue to be considered impaired as defined by *TRRO*.

179 As defined by the TRRO.

180 *TRRO*, ¶ 48.

181 *TRRO*, ¶ 51 (italicized font is original to the source; bold font added for emphasis).

1 **FCC EXCLUDED CERTAIN NETWORK ELEMENTS FROM THE**
2 **UNBUNDLING REQUIREMENTS.[182] PLEASE RESPOND.**
3 A. Ms. Million's argument is counter productive. Indeed, she says that the FCC's
4 list of Section 251 elements is limited to those elements and services that are
5 necessary for a CLEC to compete with the ILEC "on an equal footing."[183] She
6 states that as part of its TRRO, the FCC excluded from this list unbundled
7 switching, shared transport and the UNE-Platform. This comment only confirms
8 that the products *that remain* on the FCC list of elements – including unbundled
9 loops -- are necessary for a CLEC to compete with the ILEC "on an equal
10 footing."[184] As such, non discriminatory access to those elements remains
11 critical, and Qwest's proposal is contrary to the FCC's continuing requirement
12 that CLECs remain able to avail themselves of these elements as required.

13 **Q. MS. MILLION CLAIMS THAT THE ABILITY TO EXPEDITE ORDERS**
14 **HAS VALUE BECAUSE IT ALLOWS ESCHELON TO "LEAPFROG"**
15 **OVER OTHER CUSTOMERS.[185] DOES THIS ARGUMENT JUSTIFY A**
16 **NON-COST BASED EXPEDITE FEE?**
17 A. No. Ms. Million neglects to recognize that as a wholesale provider and
18 competitor to CLECs in retail markets, Qwest faces a different expedite "fee"
19 than the fee it proposes to charge Eschelon. This fee is Qwest's internal cost of

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[182] Million Direct Testimony at p. 20 lines 5-6.
[183] Million Direct Testimony at p. 20 lines 5-7.
[184] Cf. Million Direct Testimony at p. 5, lines 5-7.
[185] Million Direct Testimony at p. 7, lines 21-24.

1 expediting the order. Because Qwest proposes to charge Eschelon an expedite fee
2 that is not based on costs, Qwest's proposal allows Qwest to "leapfrog" ahead of
3 CLECs on unfair and discriminatory terms by using its unique position as a
4 provider of essential facilities.

5 In addition, Qwest provides expedites when the emergency conditions are met
6 only if resources are available. If resources are available, there is no one to "leap"
7 over.

8 **Q. QWEST ALLEGES THAT ESCHELON "IS NOT TRULY INTERESTED**
9 **IN ESTABLISHING A COST-BASED RATE"[186] BECAUSE ITS INTERIN**
10 **PROPOSAL IS NOT COST BASED AND SAYS THAT ESCHELON'S**
11 **INTERIM PROPOSAL IN THE ARBITRATION CASE IS**
12 **"ARBITRARY."[187] PLEASE RESPOND.**

13 A. Although Eschelon believes its proposed interim rate exceeds costs, Eschelon
14 offers the rate on an interim basis as a compromise in the arbitrations until a cost-
15 based rate is established. Eschelon's arbitration proposed charge is expressly an
16 interim rate. It affords Qwest the opportunity to obtain a higher permanent rate, if
17 Qwest can provide a TELRIC study to support that rate. If Qwest can present a
18 cost study that supports a per-day charge, then it will be permitted to assess such a
19 charge. To date, however, Qwest has provided no cost study and thus made no
20 effort to prove that it incurs additional costs when providing expedites that are not

[186] Million, p. 7, lines 9-10.
[187] Million, p. 7, line 8.

1 recovered in the installation charge and the $100 interim additional expedite fee.
2 Eschelon has been straightforward in presenting this as a compromise offer and
3 therefore no adverse inference is warranted. Eschelon is truly interested in
4 establishing a cost-based rate. If the Commission decides to subject the rate to a
5 true-up, then a cost based rate will apply from the time the interim rate is
6 established.

7 Eschelon's arbitration interim proposal for a flat per order charge is more
8 reasonable and not arbitrary. It is a per order charge; not a per day charge.
9 Because the only additional cost that Qwest *may* incur to expedite an order
10 involves the cost of processing the expedite order, this cost will not vary based on
11 the number of days by which service is sought to be expedited.[188] Accordingly, a
12 per day charge is inappropriate.[189] Several factors confirm its reasonableness.

13 The reasonableness of Eschelon's proposed $100 per order charge is shown by
14 comparison of that charge with other rates that the Commission has established.
15 Eschelon's proposed interim expedite rate, for example, is more than the
16 Commission-approved rate – $87.93 – for basic installation of a DS1 capable
17 loop.[190] Qwest has acknowledged that expediting service does not require any
18 additional provisioning activities; it merely involves performing the same

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188 Webber Direct (adopted), p. 93.

189 Webber Direct (adopted), pp. 96-97.

190 If Eschelon expedited a loop order by 5 days, Qwest proposes to charge Eschelon $1,000 ($200 X 5 days). Eschelon's $100 per order charge is also closer than Qwest's proposed rate to the Commission-approved rate – $194.07 – for *Coordinated* Installation with *Cooperative Testing* for installation of a DS1 capable loop, Qwest's most expensive installation option for DS1 loops.

1 provisioning activities more quickly than would otherwise be the case.[191] An
2 additional expedite charge that approaches or even exceeds the amount of the
3 charge for all of the activities for an entire installation of a facility should more
4 than amply compensate Qwest for performing the installation activities more
5 quickly.

6 Another point of comparison is the rate for "express service" – which essentially
7 is an expedite service offered to residential customers in Arizona and defined as
8 provisioning of access line dial tone prior to the standard installation service date.
9 Under its express service offering, Qwest offers same-day installation for a $22
10 flat (per order) fee.[192]

11 Another example of the reasonableness of Eschelon's proposed $100 per order
12 charge is a comparison with the rate that Qwest charges for a Due Date change.
13 As indicated in direct testimony, the approved rate in Arizona for a Due Date
14 change is $10.22.[193] More recently, Qwest has proposed a higher rate for a Due
15 Date change in the Minnesota UNE cost case. Expediting an order changes the
16 date to an earlier date. Qwest's proposed Due Date Change in Minnesota appears
17 to apply when the date is changed to a later date – "any time a customer requests a
18 Due Date Change after Qwest has assigned/dispatched a technician on the original

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191 Exhibit MS-6, MN ICA Arbitration Transcript, Vol. 2,p. 97, line 18-p, 98, line 22.

192 See Qwest Arizona *Exchange and Network Services Price Cap Tariff*, Section 3, page 4 (Release 1). See also Webber Direct (adopted), p. 96.

193 Webber Direct (adopted), p. 96 (SGAT §9.20.12).

1 due date."[194] For these types of date changes, Qwest is proposing a per order (*i.e.*,
2 *not* per day) non-recurring charge of $91.32, which is listed as the ***additional***
3 ***dispatch*** charge.[195] In other words, in Minnesota, Qwest is proposing a per order
4 charge for due date changes that is ***lower*** than Eschelon's proposed per order
5 $100 interim charge for expediting the due date. Thus, in order to move the due
6 date for a loop order up by five days, Qwest proposes that it be permitted to
7 charge $1000.00 (in addition to the regularly applicable installation charge),
8 although to move the due date for a loop order out, Qwest proposes that it be
9 permitted to charge an additional $91.32, regardless of the number of days that
10 the due date is being moved.

11 Qwest has provided no evidence at all that expediting an order would require an
12 additional dispatch. To the contrary, Qwest has expressly admitted that
13 expediting service does not require *any* additional provisioning activities.[196] Even
14 assuming that expedites involve some non-provisioning "front office" type
15 activities,[197] there is no evidence to suggest that the cost of those activities
16 exceeds not only the Commission's approved rate for basic installation of a DS1

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194 *In the Matter of Qwest Corporation's Application for Commission Review of TELRIC Rates Pursuant to 47 U.S.C. § 251*, Minnesota PUC Docket No. P-421/AM-06-713, OAH Docket No. 3-2500-17511-2 ["*MN UNE Cost Case*"], Attachment 3 Summary of Costs and Attachment 4 Element Description, December 21, 2006, at §§9.20.12 (Qwest proposed element description for §9.20.11).

195 *MN UNE Cost Case*, Attachment 3 Summary of Costs and Attachment 4 Element Description, December 21, 2006, at §§9.20.12 (Date Change – states "see 9.20.11") & 9.20.11 (Additional Dispatch, per Order $91.32).

196 Exhibit MS-6, MN ICA Arbitration Transcript (Qwest witness Terry Million), Vol. 2, p. 97, line 18-p, 98, line 22; *id.* p. 98, lines 16-17.

197 2 Hearing Transcript (Million) at p, 98, lines 15-16.

capable loop but also Qwest's own recently proposed Due Date charge in the amount of an Additional Dispatch, when no additional dispatch is required for expedites.

Q. IS THERE OTHER EVIDENCE THAT A REASONABLE EXPEDITE CHARGE WOULD NOT EXCEED THE COST OF INSTALLATION OF THE LOOP?

A. Yes. On July 16, 2004, Qwest increased its expedite charge in its retail tariff to reflect a new $200 per day charge.[198] Before July 31, 2004, Qwest's charges for expedited orders better reflected the relationship between installation and the expedite charge. At that time, Qwest's tariff read, "The Expedited Order Charge is based on the extent to which the Access Order has been processed at the time the Company agrees to the expedited Service Date."[199] Further, the tariff stated, "***but in no event shall the charge exceed fifty percent (50%) of the total nonrecurring charges*** associated with the Access Order."[200] As indicated above, an additional expedite charge that approaches or even exceeds the amount of the charge for all of the activities for an entire installation of a facility should more than amply compensate Qwest for performing the installation activities more quickly. With its former tariff provision, Qwest implicitly recognized that a

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198 See Qwest's Tariff FCC #1, section 5.2.2.D, 1st Revised Page 5-25. This is available on the Qwest website at: http://tariffs.qwest.com:8000/idc/groups/public/documents/tariff/fcc1_s005p021.pdf#Page=1&PageMode=bookmarks

199 See Qwest's Tariff F.C.C. #1, Original Page 5-25. This is available on the FCC website at: http://svartifoss2.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/bin/binary_out.pl?69762

200 *Id.* (emphasis added).

1 reasonable charge to expedite an installation would not exceed the charge for all
2 of the work performed in the entire installation; in fact, it would be no more than
3 half.

4 The non-recurring charge for the installation of a DS1 channel termination, the
5 private line equivalent of a loop, was $313.25.[201] Qwest's Transmittal No. 202,
6 supporting the change in the interstate tariff expedite rate contained a cost study
7 with a rate of $133.57.[202] This cost study, available for download from the FCC
8 website, is the same cost study filed by Ms. Million as confidential TKM-1. The
9 only difference is the cost factors applied. Ms. Million reports a rate of
10 $123.08.[203] The expedite cost study includes two hours of unexplained
11 coordination time, which accounts for over half of the cost result. In addition, the
12 costs include activities such as order processing for retail services, which should
13 not be included in wholesale costs. These studies also include activities that

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201 See Qwest's Tariff F.C.C. #1, 1st Revised Page 7-346. This is available on the FCC website at: http://svartifoss2.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/bin/binary_out.pl?69765

202 See Qwest Transmittal No. 202, Description and Justification Qwest Expedite Order Charge, available at: http://svartifoss2.fcc.gov/cgi-bin/ws.exe/prod/ccb/etfs/bin/binary_out.pl?70394. It is interesting to note that Qwest states that "This change is being made at the request of customers who want a simpler and easier method to expedite their orders and calculate the cost of that expedite" (paragraph 1). Apparently, Qwest is representing that its retail customers would prefer to pay a higher, but certain rate of $200 per day, rather than a rate that may be between $0 and $156.63 but it is certain will not be more than $156.63 (half of the installation charge). Qwest's CLEC customer (Covad), in contrast, was simply trying to get expedites at all when the emergency conditions were not met, as before that time Qwest would not provide them to CLECs for non-emergencies at any price. *See* Exhibit BJJ A-2 at 000055. There was nothing to simplify about, or any cost calculation method to make easier for, a fee-added process in non-emergencies for CLECs, because there wasn't one. Eschelon's CLEC representative asked at the time if Qwest retail was treated in the same manner, and Qwest did not answer that Qwest retail customers had expedite capability already for non-emergencies, but at a lower rate. *See* Exhibit BJJ A-2 at 000055 (March 17, 2004 and April 21, 2004 entries in Covad CR Detail).

203 Ms. Million, p. 6, line 21.

1 would already be captured in the loop installation NRC such as monitoring and
2 logging service order completion, and testing.

3 **Q. ARE YOU AWARE OF ANY EVIDENCE THAT HAS BECOME**
4 **AVAILABLE SINCE YOUR DIRECT TESTIMONY THAT SUPPORTS**
5 **THE CONCLUSION THAT A PER DAY CHARGE DOES NOT REFLECT**
6 **QWEST'S COSTS?**

7 A. Yes. In the Minnesota ICA arbitration proceeding between Eschelon and Qwest,
8 Ms. Million testified as follows:

9 Q. Are there activities that Qwest does when it
10 expedites that it doesn't do when it delivers a loop on the
11 normal regular interval?

12 A. There are not activities that are different, but the
13 activities performed on different days than they would
14 normally be done.

15 Q. You do the same thing; you just do it faster?

16 A. That's correct.[204]

17 **Q. QWEST HAS CRITICIZED ESCHELON FOR NOT PROPOSING A**
18 **COST-BASED RATE FOR EXPEDITES, CONTENDING THAT THIS**
19 **SHOWS THAT ESCHELON IS NOT TRULY INTERESTED IN**

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[204] See, e.g., *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*, Minnesota Public Utilities Commission Docket No. P-5340, 421/IC-06-768, Hearing Transcript, Vol. 2, p. 97, lines 18-25.

ESTABLISHING A COST-BASED RATE.[205] IS IT ESCHELON'S BURDEN TO PROVE QWEST'S COSTS?

A. No. Qwest, not Eschelon, is the party that is in possession of the information necessary to prove its costs and, accordingly, as this Commission has held, the burden of proof is on Qwest to prove its costs.[206]

Q. MS. MILLION PROVIDES AN EXAMPLE OF CONCERT-GOERS WHO TYPICALLY PAY PREMIUM CHARGES FOR SEATS IN THE FRONT.[207] DOES MS. MILLION'S EXAMPLE JUSTIFY QWEST'S NON-COST BASED RATES?

A. No. The telecommunications industry is not akin to a rock concert. Ms. Million's example only underscores that a dominant provider (a music star or Qwest) with market power, when non-price regulated, can charge rates in excess of cost. Although both industries have dominant providers, they differ with respect to the importance of services they provide and the manner in which they are regulated. The importance of telecommunications services is demonstrated by the long history of its regulation and is captured in the very first provision of the Communications Act of 1934:

> **SEC. 1. [47 U.S.C. 151] PURPOSES OF ACT, CREATION OF FEDERAL COMMUNICATIONS COMMISSION.** For the

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[205] Million Direct Testimony at 7, lines 1-11.

[206] *In the Matter of the Investigation Into Qwest Corporation's Compliance With Certain Wholesale Pricing Requirements for Unbundled Network Elements and Resale Discounts,* Docket No. T-00000A-00-194, Phase II Order 64922 at 84 ("The burden of proof to establish a proper cost basis under the 1996 Act is on Qwest Corporation.")

[207] *Million Direct*, p. 8.

> purpose of regulating interstate and foreign commerce in communication by wire and radio so as *to make available, so far as possible, to all the people of the United States*, without discrimination on the basis of race, color, religion, national origin, or sex, a rapid, efficient, Nationwide, and world-wide wire and radio communication service with *adequate facilities at reasonable charges, for the purpose of the national defense, for the purpose of promoting safety of life and property through the use of wire and radio communication,* and for the purpose of securing a more effective execution of this policy by centralizing authority heretofore granted by law to several agencies and by granting additional authority with respect to interstate and foreign commerce in wire and radio communication, there is hereby created a commission to be known as the "Federal Communications Commission," which shall be constituted as hereinafter provided, and which shall execute and enforce the provisions of this Act.[208]

Q. MS. MILLION SUGGESTS THAT THE CHOICE TO EXPEDITE SHOULD BE BASED ON THE "PERCEIVED VALUE TO THEIR BUSINESS."[209] IS "VALUE OF SERVICE" APPROPRIATE PRICING FOR WHOLESALE SERVICES?

A. No. UNE rates are required to be based, not on the "value of service," but on economic cost. This is for good reason, as the rates are meant to allow competitors to have access to similar cost structures as the ILEC. Imagine if Qwest were allowed to charge the "value of service" for all wholesale products and services offered. The "value of service" to the CLEC is essentially the amount that it can charge its end-user customers for the service. In essence, "value of service" pricing extracts any profit available to the CLEC and

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[208] Emphasis added.

[209] *Million Direct,* p. 8. The complete sentence reads: "Each CLEC makes the choice to pay the fee or not on the basis of the perceived value to their business to expedite orders."

1 redistributes that profit to the wholesale provider (i.e. Qwest). It is no wonder
2 that Qwest would prefer to charge this way for all wholesale services and it is
3 obvious why Congress and the FCC mandated economic costs, as meaningful
4 competition would not exist with UNEs priced according to the "value of
5 service."

6 **Q. MS. ALBERSHEIM STATES THAT ESCHELON HAS THE OPTION OF**
7 **PROVIDING SERVICE UNDER A QPP POTS SERVICE IF IT WANTS**
8 **TO HAVE THE SAME EXPEDITE TERMS AS THOSE ARE**
9 **AVAILABLE FOR NON-DESIGNED SERVICE. DO YOU AGREE THAT**
10 **THIS REPRESENTS A REASONABLE ALTERNATIVE?**

11 A. No. In this instance providing POTS service using QPP is more expensive than
12 providing POTS service using an unbundled loop. After all, once the service is
13 installed on QPP, the QPP recurring charges apply month after month at the
14 higher rate. To obtain the lower rate, Qwest would require Eschelon to convert
15 the customer, which would subject Eschelon to additional non-recurring charges
16 and the customer to another conversion. Eschelon has spent significant amounts
17 on its network and uses QPP when it cannot provide service using its own switch.
18 Further, Eschelon has a right under the Telecommunications Act to provide
19 service using unbundled loops. Qwest should not be permitted to interfere with

1 the exercise of that right by applying less favorable expedite terms to loops in
2 order to steer Eschelon to Qwest's more expensive QPP offering.[210]

3 **Q. DOES QWEST ADDRESS ADDITIONAL ISSUES AS WELL?**

4 A. Yes. Qwest raises issues that have no bearing on this case. To the extent that
5 Eschelon does not address each and every one, because they do not go to the
6 issues in this case, this should not be understood as acceptance of Qwest's claims.
7 For example, Ms. Novak begins her testimony with an attack on Eschelon's
8 alleged payment history. In this case, however, Qwest does not dispute, and
9 seems to acknowledge,[211] that Eschelon did pay the amount Qwest charged for
10 the private line expedite. I am aware of no legitimate reason for Qwest to raise
11 payment allegations in this case. Because Qwest has raised it, however, I have
12 attached responsive information in Confidential Exhibit DD-8. Similarly,
13 although Eschelon is one of Qwest's largest CLEC wholesale customers if not the
14 largest, Ms. Novak complains that Eschelon demands a great deal of her time and
15 that managing this account (which is approximately $3 million a month) is more
16 time intensive than other CLEC accounts.[212] She does not go on to explain the
17 relevance of this grievance. Ms. Johnson will address it briefly. Along the same
18 vein, Qwest made a number of accusations in its Answer, such as referring to

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210 With respect to the specific customer whose need for expedited service forms the basis for Eschelon's complaint in this matter, the customer required a T1 because it needed 24 channels – the equivalent of 24 analog lines. Even if Qwest had the facilities to provide 24 separate lines, it is highly unlike that it would have expedited 24 QPP lines, given that emergency-based expedites are subject to resource availability.

211 Martain Direct, p. 41, lines 20-21.

212 Novak, p. 3, lines 14-18.

1 Eschelon's "intractability."[213] And, even though Qwest admittedly makes
2 disconnects in error[214] and in this case Qwest made a separate error in process,[215]
3 Qwest repeatedly referred to Eschelon's "incompetence."[216] Despite an ICA
4 requiring Qwest to provide expedite capability that Qwest disregarded, Ms.
5 Novak adds that, "Eschelon should be thanking Qwest for helping them to get the
6 service restored."[217] This is how service management treats a customer, when
7 that customer has no choice of vendor for these unbundled products.

8 Eschelon has presented legitimate concerns and documented facts to the
9 Commission for decision. Eschelon believes a reading of the Staff's Testimony
10 and Conclusions in this matter is evidence that Eschelon's concerns have
11 legitimacy. Eschelon asks the Commission to rule with respect to the real issues
12 in this case, which are summarized in my Executive Summary and discussed
13 throughout Eschelon's testimony.

14 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

15 A. Yes, it does.

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[213] Answer, p. 1, line 17.

[214] *See, e.g.*, Exhibit Johnson (BJJ) A-1 at Document Nos. 000017 (Qwest Expedites and Escalations Overview PCAT Version 8) & Exhibit BJJ A-6 at 000107(Qwest Expedites and Escalations Overview PCAT Version 30).

[215] Qwest (Jean Novak) Direct, p. 10, footnote 3 (The Qwest "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").

[216] On page 1, line 17 of its Answer, Qwest states that Eschelon's customers found themselves out of service because of Eschelon's "incompetence." On page 2, lines 22-23 of its Answer, Qwest states that the cause of the disconnect was Eschelon's "incompetence." On page 2, line 25, Qwest again refers to Eschelon's "incompetence."

[217] Novak Direct, p. 14, lines 11-12.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-1

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

TABLE OF ATTACHMENTS TO ESCHELON DIRECT AND REBUTTAL TESTIMONY

JOHNSON (BJJ) DIRECT: ATTACHMENTS TO THE DIRECT TESTIMONY OF MS. BONNIE J. JOHNSON

A. CHRONOLOGY OF QWEST CMP CHANGES RELATING TO EXPEDITES

A-1. Expedites Process – Later Called "Expedites Requiring Approval" Process

Version 8 of the Expedite and Escalations Overview PCAT

Qwest September 20, 2001 Level 2 Product Notification (documenting existing expedite process)

Qwest's Retail pages from Infobuddy/RPD (as of 6/20/04)

Qwest response to Eschelon's data request ESCH01-009I (regarding updates to Qwest's Retail pages from Infobuddy/RPD)

A-2. Optional, Additional Pay-for-Expedites Not Meeting Criteria Process (Optional "Pre-Approved Expedite" Process)

Version 11 Qwest Redline: Version 11 Expedite and Escalations Overview PCAT – Qwest redline showing changes from Version 10 (adding optional expedite for-a-fee process (Pre-Approved Expedite Process))

Covad Product/Process CR PC021904-01 Detail (Version 11 associated changes effective July 31, 2004; Version 22 associated changes June 23, 2005; CR Completed on July 20, 2005)

Qwest June 15, 2004 Process Notification of proposed Version 11 changes

CLEC Comments and Qwest Response: Qwest July 15, 2004 Process Notification of Qwest response to document in review, including CLEC Comments and Qwest's response to Qwest proposed Version 11 changes; "Associated CR Number . . . CLEC CR # PC021904-01"

Qwest June 29, 2004 Process Notification and Reissue of Version 11 (Qwest revised Version 11 to exclude Washington from the Pre-approved Expedite Process)

A-3. Expansion of the Original Conditions to Add Additional Conditions

Version 22 Qwest Redline: Version 22 redline changes for "Associated CR Number.....CLEC CR # PC021904-01" Qwest proposed to the Expedite and Escalations Overview PCAT (adding additional emergency expedite criteria)

Qwest May 9, 2005 Process Notification for Version 22 of the Expedites and Escalation Overview

A-4. Expansion of Optional, Additional Pay-for-Expedites Not Meeting Criteria Process ("Pre-Approved Expedite" Process) to Add Two Products

Version 27 Qwest Redline: Version 27 Qwest initiated redline changes for "Associated CR Number.....Not Applicable" the Expedite and Escalations Overview PCAT (removing analog loops from the emergency expedite process (Expedites requiring approval)) and adding analog loops to the Pre-approved expedite)

Qwest October 12, 2005 Process Notification - Version 27

A-5. Qwest Attempted to Change the Expedites Process to Exclude CLEC-Caused Disconnects in Error, But Retracted its Proposal After Eschelon Objected

Qwest October 17, 2005 Process Notification for Version 29 of the Escalation and Expedite Overview PCAT

Version 29 Qwest Redline: Version 29 redline of the Expedite and Escalations Overview PCAT (adding detail that attempted to limit the emergency criteria for the emergency expedite process)

Eschelon email objecting to Qwest's Level 1 designation

Qwest October 17, 2005 Process Notification retracting Version 29

A-6. Two Expedite Processes (Requiring Approval and For Pay) Exist, But Qwest Will No Long Honor the Expedites Process Requiring Approval for Unbundled Loop Products, Even When Conditions Met. For Loops, Expedites Only Available If CLEC Agrees to a Per Day Rate Structure

October 19, 2005 Qwest Process Notification for Version 30 of the Escalation and Expedite Overview PCAT

Version 29 Qwest Redline: Version 29 redline of the Expedite and Escalations Overview PCAT (adding language the removes the capability to expedite using the emergency expedite process for several products, including loops)

A-7. CLEC Objections, Qwest's Denials, and Dispute Resolution

Eschelon October 21, 2005 Request for Ad Hoc Call

McLeodUSA October 27, 2005 escalation (escalating the Version 27 change removing 2 wire and 4 wire loops from the emergency expedite process)

Qwest November 7, 2005 email advising CLECs that joined McLeodUSA's escalation that Qwest posted its response to McLeodUSA's escalation

March 28, 2006 Eschelon-Qwest Email exchange confirming Eschelon joined the McLeodUSA escalation

CLEC Comments and Qwest Response: Qwest November 18, 2005 Notification of Qwest response to document in review including CLEC Comments and Qwest's response to Qwest proposed Version 30 changes

Qwest November 4, 2005 response to the McLeodUSA escalation

Eschelon March 21, 2006 Dispute Resolution letter with ICA provisions attached

Eschelon April 3, 2006 Dispute Resolution letter (sent after Eschelon-Qwest call on Friday March 31, 2006)

A-8. Excerpts from Qwest Arizona SGAT

A-9. Qwest Wholesale Change Management Process (CMP) Document

B. DOCUMENTED FACTS MATRIX (WITH DOCUMENTS CITED IN MATRIX THAT ARE NOT ALREADY INCLUDED IN EXHIBIT A)

C. EXAMPLES OF QWEST DISCONNECTS IN ERROR

D. EXAMPLES OF EXPEDITE REQUESTS APPROVED BY QWEST FOR UNBUNDLED LOOP ORDERS

E. CURRENT QWEST EXPEDITES & OVERVIEW PCAT (V40.0) (AT TIME OF FILING DIRECT TESTIMONY)

JOHNSON (BJJ) REBUTTAL: ATTACHMENTS TO THE REBUTTAL TESTIMONY OF MS. BONNIE J. JOHNSON

F. PAGES FROM QWEST PROCESS NOTIFICATIONS FOR VERSIONS 11, 22, 27 AND 30 (SHOWING THAT QWEST INDICATED VERSIONS 11 AND 22 WERE ASSCIATED WITH THE COVAD CR AND VERSIONS 27 AND 30 WERE NOT ASSOCIATED WITH THE COVAD OR ANY CR)

G, EXCERPTS FROM THE JANUARY 2002 CMP REDESIGN MEETING MINUTES AND GAP ANALYSIS

H. EXCERPTS FROM THE APRIL 2002 CMP REDESIGN MEETING MINUTES AND ACTION ITEM LOG

I. EXCERPTS FROM THE OCTOBER 2001 CMP REDESIGN MEETING MINUTES AND ACTION ITEM LOG

J. QWEST SEPTEMBER 12, 2005 PROCESS NOTIFICATION VERSION 27 LEVEL 3 CHANGE

K. SUMMARY OF ESCHELON OBJECTIONS AND DISPUTE RESOLUTION

L. VERSION 6 RED LINE OF THE ESCALATION AND EXPEDITE OVERVIEW PCAT (DOCUMENTING EXISITNG PROCESS BY ADDING MEDICAL EXPEDITES AS AN EMERGENCY CRITERIA)

M. QWEST SERVICE AMANGEMENT ROLES IN RELATION TO CMP

N. VERSION 8 RED LINE OF THE ESCALATION AND EXPEDITE OVERVIEW PCAT

O. ESCHELON MARCH 28, 2003 EMAIL TO QWEST REGARDING ESCALATION TICKET DATABASE DISCUSSED AT EXECUTIVE MEETING HELD EARLIER THAT MONTH

P. SUMMARY, CMP DOCUMENT OPTIONAL DISPUTE RESOLUTION PROCEDURES AND QWEST RESPONSE TO MULTIPLE CLEC PARTICIPATION

WEBBER DIRECT (ADOPTED BY MR. DOUGLAS DENNEY, "DD"): ATTACHMENTS TO THE DIRECT TESTIMONY OF MR. WEBBER (ADOPTED BY MR. DENNEY)

A. CURRICULUM VITAE OF MR. JAMES WEBBER (NOT ADOPTED)

B. SECTION 4.1 OF QWEST'S ARIZONA COMPETITIVE PRIVATE LINE TRANSPORT SERVICES TARIFF (SECTION 4.1.4, EXPEDITES) AND QWEST'S ARIZONA ADVANCED COMMUNICATIONS SERVICES TARIFF SECTION 3.1 (ORDER MODIFICATION)

C. EXCERPTS FROM QWEST'S ARIZONA FEBRUARY 10, 2005 SGAT; EXHIBIT A (INCLUDES LOOP INSTALLATION, EXPEDITES AND NOTES)

DENNEY (DD) REBUTTAL: ATTACHMENTS TO THE REBUTTAL TESTIMONY OF MR. DOUGLAS DENNEY

DD-1 A LIST OF ESCHELON DIRECT AND REBUTTAL EXHIBITS

DD-2 A CHART REGARDING EXPEDITE CAPABILITY FOR UNBUNDLED LOOPS.

DD-3 CONTRACT PROVISIONS TAKEN FROM THE CURRENT QWEST-ESCHELON INTERCONNECTION AGREEMENT (ICA) IN ARIZONA

DD-4 EXCERPTS FROM THE UNE COST DOCKET ORDER AND QWEST'S TESTIMONY REGARDING EXPEDITES AND AN ICB RATE IN THAT CASE

DD-5 QWEST'S EXPEDITE AMENDMENT REQUIRING A RATE OF $200 PER DAY

DD-6 JEAN NOVAK AND CHRIS SIEWERT OF QWEST VOICE MAIL FOR RHONDA KNUDSON OF ESCHELON REGARDING QWEST'S DECISION NOT TO EXPEDITE ESCHELON'S REQUEST

DD-7 CURRENT AND HISTORICAL TARIFF PAGES FROM QWEST'S TARIFF FCC #1 AND QWEST'S ARIZONA COMPETITIVE PRIVATE LINE TRANSPORT SERVICES REGARDING EXPEDITES (FCC TARIFF DOCUMENTS INCLUDES QWEST'S TRANSMITTAL TO THE FCC EXPLAINING ITS CHANGE IN THE EXPEDITE RATE)

DD-8 DISCUSSION OF FACTS IN RESPONSE TO THE TESTIMONY OF JEAN NOVAK OF QWEST SURROUNDING PAYMENT DISPUTES BETWEEN ESCHELON AND QWEST (INCLUDES *CONFIDENTIAL* ATTACHMENT A CONTAINING A CHRONOLOGY OF THE DISPUTE)

DD-9 ESCHELON DESIGNATION OF CUSTOMER-IDENTIFYING INFORMATION (INCLUDING CUSTOMER NAME) AS CONFIDENTIAL CUSTOMER PROPRIETARY INFORMATION (CPNI)

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-2

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

EXPEDITE CAPABILITY FOR LOOPS – all Qwest states, except WA –
IS EXPEDITE CAPABILITY PROVIDED FOR DSO, DSI, OR NEITHER?

	EARLIER	PCAT VERSION 11	PCAT VERSION 27	PCAT VERSION 30
Qwest-Eschelon ICA Att. 5: Business Process Requirements: *all products*	"3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order." – includes DS0 & DS1	*No change*: "3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order." – includes DS0 & DS1	*No change*: "3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order." – includes DS0 & DS1	*No change*: "3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order." – includes DS0 & DS1
CMP Document, §1.0 (Scope of CMP)[1]	If ICA & CMP/PCAT conflict, ICA controls	*No change*: If ICA & CMP/PCAT conflict, ICA controls	*No change*: If ICA & CMP/PCAT conflict, ICA controls	*No change*: If ICA & CMP/PCAT conflict, ICA controls
Emergency-based "Requiring Approval" (no addt'l fee) – ***NO AMENDMENT***	DS0 DS1	DS0 DS1	DS0 DS1	NEITHER (v.30 *removed* loops from emergency-based expedite capability)
Emergency-based "Requiring Approval" (no addt'l fee) – ***W/ AMENDMENT***	No amendment at that time	DSO	NEITHER (v.27 *added* DS0 to list of products eligible for fee-added expedite capability)	NEITHER
Fee-added "Pre-Approved" ($200 per day advanced)[2] – ***NO AMENDMENT***	NEITHER	NEITHER	NEITHER	NEITHER
Fee-added "Pre-Approved" ($200 per day advanced) – ***W/ AMENDMENT***	No amendment at that time	DS1	DS0 DS1	DS0 DS1

[1] "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." Qwest CMP Document, §1.0 [AZ Complaint Exhibit BJJ A-9 (000173)] available at http://www.qwest.com/wholesale/downloads/2006/061030/QwestWholesaleChangeManagementDocument_10_30_06.doc

[2] 5 day interval for loops: If advanced 5 days, $200 X 5 = $1,000

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-3

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

ICA PROVISIONS - ARIZONA
(See footnotes for CO/MN/OR/UT/WA)

EXCERPTS FROM ATTACHMENT 5 (BUSINESS PROCESS REQUIREMENTS)

3.2.2 Service Migrations and New Customer Additions[1]

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.

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 COPROVIDER of U S WEST's confirmation to complete, or not complete, the order within the expedited interval.

3.2.4 Due Date[2]

3.2.4.2 For those services and circumstances that U S WEST and COPROVIDER agree shall be handled by the standard interval process, U S WEST shall supply CO-PROVIDER with standard due date intervals on a nondiscriminatory basis to be used by CO-PROVIDER personnel to determine service installation dates. Under those circumstances U S WEST shall complete the provisioning within the standard 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.

3.2.4.3 For those services and circumstances that U S WEST and COPROVIDER agree shall be handled by the requested/committed due date process, CO-PROVIDER may request a due date on each order. U S WEST will provide an offered due date on a nondiscriminatory basis. If
CO-PROVIDER accepts the offered due date then such date shall become the committed due date. U S WEST will complete the order on the committed due date unless otherwise authorized by CO-PROVIDER.

> 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 COPROVIDER required due date, then that required due date becomes the committed due date and expedite charges may apply.

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[1] See Colorado ICA Attachment 8 Business Processes Sections: 2.1.17, 2.2.13, Minnesota ICA Attachment -5 Section 7.4.2 and Section 9.2, Oregon ICA Attachment 5 Section 7.4.2 and Section 9.2, Utah ICA Attachment 5 Sections 3.2.2.12 and 3.2.2.13, Washington ICA Attachment 5 Sections 3.2.2.12 and 3.2.2.13

[2] See Colorado ICA Attachment 8 Business Processes Section: 2.2.2.1.6, Minnesota ICA Attachment 5 Section 9.1 and Section 9.3, Oregon ICA Attachment 5 Section 9.1 and Section 9.3, Utah ICA Attachment - -5 Section 3.2.4, Washington ICA Attachment 5 Section 3.2.4

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.

SEE ALSO –

2.1 General Business Requirements[3]

2.1.4.7 U S WEST shall provide provisioning support outside of scheduled work hours on a nondiscriminatory exception basis as requested by COPROVIDER. Such support may be subject to a minimum labor charge.

3.2.2 Service Migrations and New Customer Additions (see addt'l provisions – above)

3.2.2.5 For Customer conversions requiring coordinated cut-over activities, U S WEST and CO-PROVIDER will agree on a scheduled conversion time(s), which will be a designated two-hour time period within a designated date. Unless expedited, U S WEST and CO-PROVIDER shall schedule the cut-over window at least forty-eight (48) hours in advance, and as part of the scheduling, U S WEST shall estimate for CO-PROVIDER the duration of any service interruption that the cut-over might cause. The cut-over time will be defined as a thirty (30) minute window within which both the CO-PROVIDER and U S WEST personnel will make telephone contact to complete the cut-over.

4. Connectivity Billing and Recording[4]

This Section 4 describes the requirements for U S WEST to bill and record all charges CO-PROVIDER incurs for purchasing services under this Agreement.

4.1.2 U S WEST shall record and bill in accordance with this Agreement those charges COPROVIDER incurs as a result of CO-PROVIDER purchasing from U S WEST services, as set forth in this Agreement (hereinafter "Connectivity Charges").

4.1.18 Bill Reconciliation[5]

4.1.18.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

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[3] See Colorado ICA Attachment 8 Business Processes Section: 2.1.2.4, Minnesota ICA Attachment 5 Section 2.4, Oregon ICA Attachment 5 Section 2.4, Utah ICA Attachment 5 Section 2.1.4.7, Washington ICA Attachment 5 Section 2.1.4.7

[4] See Colorado ICA Attachment 8 Business Processes Section 3.1.2, Minnesota ICA Attachment 7 Section 2.1, Oregon ICA Attachment 7 Section 2.1, Utah ICA Attachment 5 Section 4.1.2, Washington ICA Attachment 5 Section 4.1.2

[5] See Colorado ICA Attachment 8 Business Processes Section 3.1.18.4, Minnesota ICA Attachment 7 Section 14 , Oregon ICA Attachment 7 Section 14, Utah ICA Attachment 5 Section 4.1.18.4, Washington ICA Section 4.1.18.4

4.1.18.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.1.18.4.2 If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.

4.1.18.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, upon the written request of either Party within such one hundred and twenty (120) day period, the dispute may be resolved pursuant to the dispute resolution provision set forth in Part A of this Agreement.

6.2 General Requirements[6]

6.2.1 U S WEST shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

6.2.1.1 U S WEST shall provide CO-PROVIDER with the same level of maintenance support as U S WEST provides itself in accordance with standards and performance measurements that U S WEST uses and/or which are required by law, regulatory agency, or by U S WEST's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as U S WEST may deploy) that U S WEST provides to CO-PROVIDER under this Agreement.

<u>EXCERPTS FROM PART A (TERMS AND CONDITIONS)</u>

Scope of Agreement

I. Except as otherwise provided for in Section 8 of Attachment 2,[7] U S WEST shall not discontinue or refuse to provide any service required hereunder without CO-PROVIDER's prior written agreement in accordance with Section 17 of this Part A of this Agreement, ...

[6] See Colorado ICA Attachment 8 Business Processes Section 5.1.2, See Minnesota ICA Attachment 6 Section 1, Oregon ICA Attachment 6 Section 4, Utah ICA Attachment 5 Section 6.2.1, Washington ICA Attachment 5 Section 6.2.1

[7] Attachment 2 is the Resale section of the ICA.

3. Payment[8]

3.1 In consideration of the services provided by U S WEST under this Agreement, COPROVIDER shall pay the charges set forth in Attachment 1 to this Agreement. The billing procedures for charges incurred by CO-PROVIDER hereunder are set forth in Attachment 5 to this Agreement.

3.2 Amounts payable under this Agreement, unless reasonably disputed, are due and payable within thirty (30) days after the date of U S WEST's invoice or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day.

17. Amendment of Agreement

17.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. If either Party desires an amendment to this Agreement during the term of this Agreement, it shall provide written notice thereof to the other Party describing the nature of the requested amendment. If the Parties are unable to agree on the terms of the amendment within thirty (30) days after the initial request therefor, the Party requesting the amendment may invoke the dispute resolution process under Section 27 of this Part A of this Agreement to determine the terms of any amendment to this Agreement.

21. Governing Law

21.1 This Agreement shall be governed by and construed in accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Arizona, without regard to its conflicts of laws principles, shall govern.

24. Compliance

24.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

24.3 All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the FCC Interconnection Order and any applicable Commission orders. . . .

---

[8] See Colorado ICA Part A Section 5.1, Minnesota ICA Part A Section: 2.1, Oregon ICA Part A Section 2.1, Utah ICA Part A Section 3.1 and Section 3.2, Washington ICA Part A Section 3.1 and Section 3.2

27. Dispute Resolution[9]

27.2 In the event CO-PROVIDER and U S WEST are unable to agree on certain issues during the term of this Agreement, the Parties may identify such issues for arbitration before the Commission. Only those points identified by the Parties for arbitration will be submitted.

31. Warranties[10]

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.

53. Entire Agreement

53.2 If a provision contained in any U S WEST tariff conflicts with any provision of this Agreement, the provision of this Agreement shall control, unless otherwise ordered by the FCC or the Commission.

EXCERPT FROM ATTACHMENT 1 (RATES AND CHARGES)

1. General Principles[11]

1.2 Except as otherwise specified in this Agreement, as approved or ordered by the Commission, or as agreed to by the Parties through good faith negotiations, nothing in this Agreement shall prevent a Party through the dispute resolution process described in this Agreement from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

EXCERPT FROM ATTACHMENT 3 (UNBUNDLED NETWORK ELEMENTS)

2. Unbundled Network Elements

2.1 U S WEST shall offer Network Elements to CO-PROVIDER on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

---

[9] See Colorado ICA Part A Section 24.1, Minnesota ICA Part A Section 11, Oregon ICA Part A Section 11, Utah ICA Part A Section 27.2, Washington ICA Part A Section 27.2

[10] See Colorado ICA Part A Section 14.1, Minnesota ICA Part A Section 9.2, Oregon ICA Part A Section 9.2, Utah ICA Part A Section 31.1, Washington ICA Part A Section 31.1

[11] Utah ICA Attachment 1 Section 1.2, Washington ICA Attachment 1 Section 1.2

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-4

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM MUNDELL
CHAIRMAN
JIM IRVIN
COMMISSIONER
MARC SPITZER
COMMISSIONER

RECEIVED
AT&T Corp. Legal - Denver
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INTER-OF
FAX
OTHER
INITIALS

IN THE MATTER OF INVESTIGATION INTO Qwest CORPORATION'S COMPLIANCE WITH CERTAIN WHOLESALE PRICING REQUIREMENTS FOR UNBUNDLED NETWORK ELEMENTS AND RESALE DISCOUNTS	)	**DOCKET NO. T-00000A-00-0194 Phase II**

DIRECT TESTIMONY OF

ROBERT F. KENNEDY

QWEST CORPORATION

March 15, 2001

Q. PLEASE DESCRIBE THE CHARGE THAT APPLIES WHEN A CLEC USES CLEC-TO-CLEC CROSS-CONNECTIONS TO CONNECT WITH ANOTHER CLEC'S COLLOCATION.

A. A one-time CLEC-to-CLEC Cross-Connection charge is the only rate that applies when a CLECs' uses Connecting Facility Assignments (CFA) residing on an Interconnection Distribution Frame (ICDF). Both CLECs must terminate at the same service rate level (i.e. DS1, DS3). Termination cables must be in place to the ICDFs. The CLEC may obtain the termination cables through the standard collocation ordering process.

VII. UNBUNDLED NETWORK ELEMENTS (UNES)

A. INTERCONNECTION TIE PAIRS (ITP)

Q. WHAT IS AN INTERCONNECTION TIE PAIR (ITP)?

A. An interconnection tie pair (ITP) is a connection between UNEs and a demarcation point at an ICDF.

Q. WHAT RATE ELEMENTS ARE BEING PRESENTED FOR THE ITP?

A. Recurring charges apply for DSO, DS1, and DS3 connections.

Q. WHICH E-UDF RECURRING CHARGES DOES QWEST PROPOSE?

A. Qwest proposes the following recurring charges for E-UDF:

(1) Termination at Wire Center, per pair

(2) Termination at Premises, per pair

(3) E-UDF-Loop Fiber, per pair

(4) Fiber Cross-Connect, per pair

Q. WHICH E-UDF NONRECURRING CHARGES DOES QWEST PROPOSE?

A. Qwest propose the following E-UDF nonrecurring charges:

(1) Order Charge, per pair, per route, per order

(2) Each Additional, per pair, same route

(3) Fiber Cross-Connect, per pair

J. MISCELLANEOUS NONRECURRING CHARGES

Q. PLEASE GENERALLY DESCRIBE THE NATURE OF THE ACTIVITIES FOR WHICH MISCELLANEOUS NONRECURRING CHARGES WOULD APPLY.

A. Miscellaneous Nonrecurring Charges are intended to cover additional engineering, labor and testing when incurred by Qwest. Miscellaneous charges may be assessed when at the direction of a CLEC a work activity is requested that is not part of the nonrecurring charges normally associated with a product. A CLEC may

also be charged a miscellaneous non recurring charge when a CLEC reports a trouble condition and through testing Qwest discovers the trouble in the network which the CLEC is responsible for.

Q. PLEASE PROVIDE A LIST OF THE MISCELLANEOUS NONRECURRING CHARGES?

A. Additional Engineering - Basic (Per 1/2 Hour)
Additional Engineering - Overtime (Per 1/2 Hour)
Additional Labor Installation-Overtime (Per 1/2 Hour)
Additional Labor Installation-Premium (Per 1/2 Hour)
Additional Labor Other-Basic (Per 1/2 Hour)
Additional Labor Other-Overtime (Per 1/2 Hour)
Additional Labor Other-Premium (Per 1/2 Hour)
Testing and Maintenance Basic (Per 1/2 Hour)
Testing and Maintenance Overtime (Per 1/2 Hour)
Testing and Maintenance Premium (Per 1/2 Hour)
Maintenance of Service-Basic (Per1/2 Hour)
Maintenance of Service-Overtime (Per1/2 Hour)
Maintenance of Service-Premium (Per1/2 Hour)
Additional Coop Acceptance Test-Basic (Per1/2 Hour)
Additional Coop Acceptance Test-Overtime (Per1/2 Hour)
Additional Coop Acceptance Test-Premium (Per1/2 Hour)
Nonscheduled Coop Test-Basic (Per 1/2 Hour)

Nonscheduled Coop Test-Overtime (Per 1/2 Hour)

Nonscheduled Coop Test-Premium (Per 1/2 Hour)

Nonscheduled Manual Test-Basic (Per 1/2 Hour)

Nonscheduled Manual Test-Overtime (Per 1/2 Hour)

Nonscheduled Manual Test-Premium (Per 1/2 Hour)

Cooperative Scheduled Test-LOSS (Per Month)

Coop Scheduled Test-C-Message Noise (Per Month)

Coop Scheduled Test-Balance (Per Month)

Coop Scheduled Test-Gain Slope (Per Month)

Coop Scheduled Test-C Notched Noise (Per Month)

Manual Scheduled Test – Loss

Manual Scheduled Test-C-Message Noise (Per Month)

Manual Scheduled Test-Balance (Per Month)

Manual Scheduled Test-Gain Slope (Per Month)

Manual Scheduled Test-C Notched Noise (Per Month)

Q. DOES QWEST PROPOSE OTHER MISCELLANEOUS ELEMENTS IN ADDITION TO THOSE ADDRESSED IN THIS PROCEEDING?

A. Yes. Qwest proposes to introduce Additional Dispatch Charge, Date Change and Design Change elements in this cost proceeding.

Q. PLEASE DESCRIBE WHEN A NONRECURRING CHARGE WOULD APPLY FOR ADDITIONAL DISPATCH.

A. A nonrecurring charge would apply when, at the request of the CLEC, a Qwest technician is dispatched an additional time to a CLEC designated location.

Q. PLEASE DESCRIBE WHEN A NONRECURRING CHARGE WOULD APPLY FOR DATE CHANGE.

A. A Date Change nonrecurring charge would apply when the CLEC changes a previously established due date for service. Such a change necessitates the issuance of a new service order.

Q. PLEASE DESCRIBE WHEN AN INDIVIDUAL NONRECURRING CHARGE WOULD APPLY FOR DESIGN CHANGE.

A. A nonrecurring charge would apply when a design change occurs that requires an engineer's review. Such design changes may include a change of end user premises, the addition or deletion of optional features or functions, or a change in the type of transport termination.

Q. HOW DOES QWEST PROPOSE TO CHARGE FOR EXPEDITES AND CANCELLATIONS?

A. Qwest proposes to charge for Expedites and Cancellations on an ICB basis.

BEFORE THE ARIZONA CORPORATI

Arizona Corporation
DOCKETED
JUN 1 2 2002
DOCKETED BY

WILLIAM A. MUNDELL
CHAIRMAN
JIM IRVIN
COMMISSIONER
MARC SPITZER
COMMISSIONER

IN THE MATTER OF THE WESTIGATION INTO QWEST CORPORATION'S COMPLIANCE WITH CERTAIN WHOLESALE PRICING REQUIREMENTS FOR UNBUNDLED NETWORK ELEMENTS AND RESALE DISCOUNTS.

DOCKET NO. T-00000A-00-0194

DECISION NO. 64922

PHASE II
OPINION AND ORDER

DATES OF HEARING: July 16, 17, 18, 19, 20, 27, and 31, 2001

PLACE OF HEARING: Phoenix, Arizona

ADMINISTRATIVE LAW JUDGES: Lyn Farmer and Dwight Nodes

IN ATTENDANCE: William A. Mundell, Chairman
Marc Spitzer. Commissioner

APPEARANCES: Mr. Timothy Berg, FENNEMORE CRAIG, and Mr. John M. Devaney and Mr. Norton Cutler, PERKINS, COIE, LLP, on behalf of Qwest Corporation;

Ms. Mary Steele, DAVIS, WRIGHT, TREMAINE, LLP, on behalf of AT&T Communications of the Mountain States, Inc. and XO Arizona, Inc.;

Mr. Thomas H. Campbell, LEWIS AND ROCA, LLP, and Mr. Thomas Dixon, Jr., on behalf of WorldCom, Inc.;

Mr. Michael W. Patten, ROSHKA, HEYMAN & DeWULF, PLC, on behalf of Cox Arizona Telecom, Inc., Z-Tel Communications and McLeodUSA Telecommunications Services, Inc.;

Mr. Eric Heath on behalf of Sprint Communications co., LP.;

Mr. Thomas H. Campbell, LEWIS & ROCA, LLP, on behalf of Time Warner Telecom of Arizona, LLC; and

Mr. Christopher C. Kempley, Chief Counsel and Ms. Maureen A. Scott, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

Arizona Corporation Commission
DOCKETED
JUN 1 2 2002
DOCKETED BY

proportion of Qwest's power plant, and for their proportionate share of Qwest's land and building investment, through the space rental charge assessed to collocators *(Id.)*. WorldCom claims that allowing Qwest to recover these general factors from collocators would result in double recovery of Qwest's costs.

We agree with Qwest that WorldCom's arguments are misplaced. As Qwest explained, the space within a CLEC collocation area is not assessed power and land and building factors under Qwest's cost study. However, outside the CLECs' collocation cages, where CLEC equipment runs through Qwest's central office space, it is appropriate for Qwest to assess these factors. We therefore reject WorldCom's position on this issue.

M. HVAC and Electrical Costs

WorldCom also alleges that Qwest double counts HVAC and electrical costs. According to Mr. Lathrop, this double counting results because Qwest adds HVAC and electrical costs as components of its "standard space construction" cost, while retaining HVAC and electrical costs in its ner square foot floor space rental cost *(Id.* at 51-52).

Qwest contends that it specifically backed out $23.51 per foot for mechanical and electrical delivery in its cost study. Qwest claims that Staff witness Dunkel verified that such costs were backed out of Qwest's study (See, Staff Ex. 30, at 23).

The record supports Qwest's contention that costs were backed out of Qwest's cost study in order to avoid the double recovery of HVAC and electrical costs for collocators (Qwest Ex. 8, at 73). In addition, we have adopted WorldCom's recommendation to reduce Qwest's proposed floor space rental charge by 10 percent, to no more than $3.56 per square foot because it is not clear that all duplicative costs for HVAC, electrical, architectural fees, land costs, site work, landscaping, and Qwest project management were removed from Qwest's proposed charge. Based on the record evidence, we do not believe that any additional adjustments are appropriate.

N. Individual Case Basis ("ICB") Pricing

WorldCom opposes Qwest's proposal to price certain services on an ICB basis, such as for Construction, Adjacent Collocation, and Field Connection Point Construction (WorldCom Ex. 13, at

32)[35]. WorldCom claims that such ICB charges are problematic because they can only be quantified after a request is made for the service by a CLEC. WorldCom contends that ICB pricing also put CLECs at a competitive disadvantage because of delays in getting a confirmed price, as well as Qwest's superior negotiating position if a CLEC has a need for a specific collocation space. WorldCom also states that ICB pricing of services gives Qwest little incentive to pursue efficiencies and improve the collocation implementation process (*Id.* at 34).

Qwest contends that ICB pricing is sometimes necessary because, for certain services, the Company has no experience or history that allows it to develop a cost study (Tr. 302). As an example, Qwest witness Hubbard stated that the Company has no experience in pricing a service such as adjacent collocation (collocation space placed just outside a central office due to space limitations) because no CLEC has previously requested the service (Tr. 306).

Although ICB pricing is, for many reasons, less desirable than UNE prices supported by a cost study, for the few remaining services offered on an ICB basis there is currently no alternative. If CLECs wish to order services such as Adjacent Collocation it is better to have the service available, even at a negotiated price, than to not have the service available at all. However, Qwest is directed to develop cost studies for all services offered in this docket on an ICB price basis in Phase III. Qwest should make every effort to develop reasonable cost-based prices for such services even if it has little or no experience actually provisioning the services.

O. Market Pricing for Information Services and Databases

WorldCom claims that Qwest has proposed unsubstantiated market-based pricing for numerous information services and database elements. WorldCom contends that there is not sufficient evidence in the record to determine if these market-based prices are reasonable. WorldCom argues that Qwest's witnesses were unable to explain the basis for these prices, other than to observe that there is a "profit" factor built into the rates (Tr. 565, 572-573). WorldCom cites to Decision No. 63487 (March 30, 2001) wherein the Commission approved a settlement agreement in Qwest's retail rate case that provided, among other things, that "Basket 2 services (including

[35] Qwest submitted a cost study for Remote Collocation in the Phase II A proceeding, thereby removing that ICB issue from proceeding.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-5

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

Expedites for Design Services Amendment
to the Interconnection Agreement between
Qwest Corporation and

_____
for the State of _____

This is an Amendment ("Amendment") for _____to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and _____ _____ ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of _____ which was approved by the _____ Commission ("Commission"); and

NOTE: USE THE FOLLOWING RECITAL, IN PLACE OF THE ONE ABOVE, IF CLEC OPTED INTO ANOTHER CLEC'S AGREEMENT IN THE STATE OF WASHINGTON.
WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Washington which was allowed to go into effect by the Washington Utilities and Transportation Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for _____ _____as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order

processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

_____	**Qwest Corporation**
_____ Signature	_____ Signature
_____ Name Printed/Typed	L. T. Christensen Name Printed/Typed
_____ Title	Director – Interconnection Agreements Title
_____ Date	_____ Date

ATTACHMENT 1

1.0 Expedites for Design Services

1.1 Description

1.1.1 Expedites are requests for an improved standard interval that is shorter than the interval defined in Qwest's Service Interval Guide (SIG) or CLEC's Interconnection Agreement (ICA), Individual Case Basis (ICB) or committed to ICB (Ready for Service (RFS) + Interval) date.

1.2 Terms and Conditions

1.2.1 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.

1.2.2 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 in the PCAT.

1.2.3 The Pre-Approved expedite process is available in all states except WA for the products listed in the PCAT. It is not necessary to call Qwest to have the expedite approved.

1.3 Rate Elements

1.3.1 The expedite charge Identified in Exhibit A applies per order for every day that the due date interval is shortened, based on the standard interval in the SIG, ICA, or ICB criteria.

1.4 Ordering Process

1.4.1 CLEC will request an expedite on a Local Service Request (LSR) or Access Service Request (ASR).

1.4.2 All requests must include an expedited Due Date, and Qwest will return an FOC acknowledging the expedited Due Date.

Exhibit A

Exhibit A

							Recurring	Non-Recurring
1.0		Expedite for Design Services	Per order, per day event					$200.00

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-6

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

Voice mail from Jean Novak ("N") and Chris Siewert ("S)[1] for Rhonda Knudson on Friday, March 17, 2006, at 3:22 pm CDT.

Novak: 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.

N: Ok.

Siewert: Ok.

S: Ok because if we send it through the Alex and we don't put the expedite charges on it, and it's a VP expedite, he's going to deny it.

N: Yeah, OK. Well, you know, OK, if that's the rule, that's the rule.

S: I know, I know, but I hate to do it when it's something like you know important. You know what I mean, I mean you hate to take people out of service and everything and not you know give them....

N: What they should be doing is they should forward that telephone number to a cell phone.

S: or something at least so that they can get some kind of phone service for a while so, um but otherwise they can sign the amendment.

N: Yup that's what we've told them.

S: and pay and then they won't run into these situations that they have.

N: OK.

S: OK well give me a call back , yeah, when you get, or if, I take it you're not at your desk, so I was going to say, shoot me an email, but why you don't just call me. I'll sit at my desk and watch for your number and then if we can get the disconnect number off of that, I can go in and look. I'll try to get a phone number too and see whether or not I can get it off the VL 19 screen to see if we get it, and see if we can match it up or anything like that. So.

N: You know, Kris, I'm okay with not doing it.

S: OK.

N: I really am because they need to sign an amendment.

---

[1] Chris Siewert runs the Qwest Minneapolis service delivery center that manages escalations and expedites.

S: Oh, absolutely and this is exactly the reason why. I mean, you know, they you know, don't want to because they don't want to pay. And you know every once in a while guess what, you have to pay.

N: Yeah.

N: So, I mean, if you want to look at it and that but if you tell me no it's not going to go, I'm fine with that.

S: OK. Well when you get the D order number, give me a call.

N: OK.

S: OK. Thanks. Bye.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
JEFF HATCH–MILLER – Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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 **NOTICE OF ERRATA**

Eschelon Telecom of Arizona, Inc., through undersigned counsel, hereby files a Notice of Errata. Attached is a corrected version of Exhibit DD-6 to Douglas Denney's Rebuttal Testimony in the above-captioned docket.

RESPECTFULLY SUBMITTED this 15th day of February 2007.

ESCHELON TELECOM OF ARIZONA, INC.

By _____

Michael W. Patten
J. Matthew Derstine
Roshka DeWulf & Patten, PLC
400 East Van Buren Street, Suite 800
Phoenix, Arizona 85004

Karen L. Clauson, Esq.
Senior Director of Interconnection/Sr. Attorney
Eschelon Telecom of Arizona, Inc.
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Minneapolis, MN 55402

and

Gregory R. Merz, Esq.
Eschelon Telecom of Arizona, Inc.
3830 Girard Avenue North
Minneapolis, MN 55412

Original and 15 copies of the foregoing filed this 15th day of February 2007 with:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Copy of the foregoing hand-delivered/mailed this 15th day of February 2007 to:

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Administrative Law Judge
Hearing Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Maureen A. Scott
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EXHIBIT

"DD-6"

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-6

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

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Novak: 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.

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S: Ok because if we send it through the Alex and we don't put the expedite charges on it, and it's a VP expedite, he's going to deny it.

N: Yeah, OK. Well, you know, OK, if that's the rule, that's the rule.

S: I know, I know, but I hate to do it when it's something like you know important. You know what I mean, I mean you hate to take people out of service and everything and not you know give them....

N: What they should be doing is they should forward that telephone number to a cell phone.

S: or something at least so that they can get some kind of phone service for a while so, um but otherwise they can sign the amendment.

N: Yup that's what we've told them.

S: and pay and then they won't run into these situations that they have.

N: OK.

S: OK well give me a call back , yeah, when you get, or if, I take it you're not at your desk, so I was going to say, shoot me an email, but why you don't just call me. I'll sit at my desk and watch for your number and then if we can get the disconnect number off of that, I can go in and look. I'll try to get a phone number too and see whether or not I can get it off the VL 19 screen to see if we get it, and see if we can match it up or anything like that. So.

N: You know, Kris, I'm okay with not doing it.

S: OK.

N: I really am because they need to sign an amendment.

---

[1] Chris Siewert runs the Qwest Minneapolis service delivery center that manages escalations and expedites.

S: Oh, absolutely and this is exactly the reason why. I mean, you know, they you know, don't want to because they don't want to pay. And you know every once in a while guess what, you have to pay.

N: Yeah.

N: So, I mean, if you want to look at it and that but if you tell me no it's not going to go, I'm fine with that.

S: OK. Well when you get the D order number, give me a call.

N: OK.

S: OK. Thanks. Bye.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-7

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS (CONT'D)

D. Expedited Order Charge

When placing an Access order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date. A customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

A customer may request a change of end user premises within the same serving wire center. When this occurs, the service date is changed to reflect the standard interval. If the customer requests an earlier service date, an Expedited Order Charge will apply.

Expedited Order Charges will not apply if the revised interval to a pending order is equal to or longer than the standard interval for that service.

Expedited Order Charges will not apply to part-time audio or part-time video. (C)

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS

D. Expedited Order Charge (Cont'd)

The Expedited Order Charge will apply to all products and services found in this tariff unless otherwise specified. This charge will be applied when the customer requests a service date that is prior to the standard interval service date on an Access Order or when a customer requests an earlier service date on a pending standard or negotiated interval Access Order. (C) (C)

The Company will provide the customer with an estimate of the Expedited Order Charge before expediting an order.

The Expedited Order Charge, as set forth below, will apply on a per order basis for each day the service date is advanced. (N)

	USOC	NONRECURRING CHARGE
• Per day advanced	EODDB	$200.00
• Per day advanced[1] for Pricing Flexibility	EODDA	200.00

The Expedited Order Charges will be billed in addition to other applicable nonrecurring charges. (N)

[1] This rate applies to Expedited Orders located in Phase I and Phase II MSAs, as defined in Section 23, following. (C) (C)

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS

D. Expedited Order Charge (Cont'd)

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the customer such costs in accordance with the special construction terms and conditions as set forth in Tariff F.C.C. No. 2. Authorization to incur the cost and to bill the customer will be in accordance with the terms and conditions of Tariff F.C.C. No. 2.

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS (Cont'd)

D. Expedited Order Charge

When placing an Access order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date. A customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

A customer may request a change of end user premises within the same serving wire center. When this occurs, the service date is changed to reflect the standard interval. If the customer requests an earlier service date, an Expedited Order Charge will apply.

Expedited Order Charges will not apply if the revised interval to a pending order is equal to or longer than the standard interval for that service.

Expedited Order Charges will not apply to part-time audio and part-time video services.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS

D. Expedited Order Charge (Cont'd)

The Expedited Order Charge is based on the extent to which the Access Order has been processed at the time the Company agrees to the expedited Service Date. A table of these Service Date Intervals is found in the Qwest Corporation Service Interval Guide. The Expedited Order Charge is calculated as follows:

- Based on the Critical Dates associated with the Access Order, as defined in 5.2.3.C., following, the Company will determine the next Critical Date scheduled to be completed on the order.

- Using the table of 5.2.3.E., following, and the Critical Date as determined above, the Company will determine the percent of the provisioning interval not yet completed.

- The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order[1] and divide this sum by the number of days remaining in the original service interval.

- The per day charges so developed will then be applied on a per-day-of-improvement basis, per order, but in no event shall the charge exceed fifty percent (50%) of the total nonrecurring charges associated with the Access Order.

- The Company will provide the customer with an estimate of the Expedited Order Charge before expediting an order.

[1] Nonrecurring charges associated with the order are used to calculate the Expedited Order Charge even if the nonrecurring charges are waived.

5. ORDERING OPTIONS FOR ACCESS SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS

D. Expedited Order Charge (Cont'd)

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the customer such costs in accordance with the special construction terms and conditions as set forth in Tariff F.C.C. No. 2. Authorization to incur the cost and to bill the customer will be in accordance with the terms and conditions of Tariff F.C.C. No. 2.

TRANSMITTAL NO. 202

QWEST CORPORATION

TARIFF F.C.C. No. 1

ACCESS SERVICE

DESCRIPTION AND JUSTIFICATION

QWEST EXPEDITE ORDER CHARGE

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1. Introduction And Description

This filing is being made by Qwest Corporation (Qwest) in its Tariff F.C.C. No. 1, Access Services, Section 5, Ordering Options for Access Services, to revise the Expedited Order Charge application to a per day charge structure. This charge will be applied when the customer requests a service date that is prior to the standard interval service date or when a customer requests an earlier service date on a pending standard or negotiated interval Access Order. The Expedited Order Charge will apply on a per order basis for each day the service date is advanced.

This change is being made at the request of customers who want a simpler and easier to method to expedite their orders and calculate the cost of that expedite.

The Expedite Order Charges are as follows:

	Nonrecurring Charge
Per day advance	$200.00
Per day advance for Pricing Flexibility	$200.00

This tariff will impact the Expedite Order Charge for Non price Cap, Price Cap and Price Flex Services.

2. Rate Development

The Expedite Order Charge was developed utilizing a market based pricing process including proper price positioning with other Qwest and competitors services.

3. Non Price Cap Demand And Revenue Impacts

3.1 Demand Impacts

Qwest projects that Non Price Cap services will experience 178 days that will be charged the Expedite Order Charge. The demand is for a 12 month period from the effective date of this filing.

There are no cross-elastic or complementary demand impacts expected as a result of this filing.

3.2 Revenue Impacts

As a result of this filing, Qwest expects a total interstate revenue increase to Non Price Cap Services of approximately $35,600. There are no cross-elastic or complementary revenue impacts expected as a result of this filing.

4. Unit Costs

4.1 Overview

This section describes how Qwest developed regional unit costs in support of the Expedite Order Charge. This unit cost section describes the process used to develop the Nonrecurring unit costs and provides a description of the cost Workpaper.

The unit costs developed in this study reflect 2004 cost levels for the Expedite Order Charge. They were developed using an incremental or "bottoms-up" cost methodology. Under this methodology, costs are determined by adding together all of the necessary equipment and/or labor expenses associated with providing the service on a forward looking basis. These costs depict the economic unit cost of offering the service.

4.2 Development of Nonrecurring Unit Costs

When a customer requests the service a one-time cost to provision the service is incurred. The nonrecurring provisioning rate element recovers this cost.

The first step taken in developing the nonrecurring one time labor cost was to identify the various work groups and tasks required to install the service. Next, Qwest estimates were used to develop average labor times per task. Once identified, the average labor times were multiplied by the appropriate labor rates to produce the cost per work group. The sum of all the work group costs produces the total cost.

The labor rates used in this study were developed by applying additional factors to cover administrative expense and business fees that are incurred with the new offering. Administrative expenses include the costs associated with the line and staff operations, which support the new service. Business fees include state level franchise taxes, municipal license fees and occupation taxes.

The work groups involved in providing Expedite Service are listed below along with their associated work functions: (1) Order Processing Wholesale Service Delivery Coordinator – This group serves as the primary order provisioning contact for CLEC's, Interexchange Carriers and Wireless customers who purchase complex wholesale and retail products and services; (2) Order Processing Retail Service Delivery Coordinator – This center interfaces with the customer gathering and processing customer specific information for establishing or terminating products and services. They are responsible for initiating the service order process and negotiating service installation or service termination dates; (3) Loop Provisioning Center (LPC) – LPC ensures customer service order activity is provisioned with outside plant and central office facilities. A request for Manual Assistance is generated when all conditions for customer service cannot be met; (4) Design – Design has overall responsibility for the Record Issue Date completion and assigns interoffice facilities and equipment at the circuit level; (5) Central Office Resource Administration Center (CORAC) - CORAC utilizes "Work Force Administration/Dispatch In" to build installation daily service order logs. Monitors and logs service order progress and completion; (6) Central Office (CO) – CO is

responsible for service connection in the central office and associated testing and administration functions; (7) Load Resource Administration Center (LRAC) – LRAC utilizes "Work Force Administration/Dispatch Out" to build installation daily service order logs. Monitors and logs service order progress and completion; (8) Installation – Performs necessary field work on new orders and changes to existing service; (9) Implementer – The Implementer has overall control responsibility for provisioning, maintaining, coordinating and testing of design services; (10) Manager and Supervisor time is for the additional work and coordination between different organizations that is required to expedite an order.

4.3 Description Of Nonrecurring Workpaper

The nonrecurring charge was developed at a regional level. Workpaper 1 provides a detailed summary of the work groups, work times in minutes, hourly labor rates for each work group and the calculated costs.

5. Price Cap Analysis

Services subject to price cap regulation will also be impacted by this revision in the Expedite Order Charge. Section 61.46(c) of the Commission's price cap rules requires that a filing proposing a rate restructure demonstrate the effect of converting existing rates to rates that will apply after the restructure takes effect. In order to meet the Commission's requirements, the first step is to recast base period demand into the new rate structure. This step is discussed in Section 5.1. Next the recast base period demand is multiplied by proposed rates to derive the revenues

under the rate restructure. This step is discussed in Section 5.2. Section 5.2 also discusses rate adjustments that were made in order to bring the restructure within applicable price cap limits.

5.1 Demand Analysis

The proposed rate will be charged on a per order basis for each day the service is advanced. Demand was determined by reviewing the orders that were expedited during the 2003 Price Cap filing period and totaling the number of days each order was advanced.

5.2 Revenue Impact

The tariff revisions proposed in this filing will result in an increase in expedite revenues. In order to stay within the allowable price cap limits, selected Special Access service rates were reduced. These rate adjustments are displayed in Appendix A and Workpaper SP-1. Overall Special Access increased by $208,026. However, exogenous increases allowed in the 2004 Annual Access Tariff Filing (Transmittal 198) in the amount of $221,000 were allowed and Qwest chose not to increase rates at that time. Qwest is now using a portion of that amount in this filing.

6. Price Flex

The revision of the Expedite Order Charges will also impact services associated with Pricing Flexibility. However, Section 69.727 eliminates the need to file supporting information discussed under price cap regulation.

7. Description of Workpapers

Workpaper 1 is the Nonrecurring Cost Study for the new Expedite Charge. Appendix A provides a summary of all price cap rate changes. With respect to price cap price changes, Workpapers (SP-1 provides Special Access Detail, and SP-2 provides the Special Access Consolidated Weightings) and the price Cap Tariff Review Plan demonstrate that the Commission's rules with regard to price cap indices have been satisfied.

7.1 Workpapers

Workpaper 1	Nonrecurring Charge Cost Study
Appendix A	Price Cap Rate Changes
Workpaper SP-1	Special Access Detail
Workpaper SP-2	Special Access Consolidated Weightings
Tariff Review Plan	

State: Qwest

Workpaper 1

Labor Group	Time In Minutes	Labor Rate Per Hour	Costs
EXPEDITE CHARGE per circuit order per day			
Inward Costs			
ORDER PROCESSING WHOLESALE SERVICE DELIVERY COORDINATOR	8.88	$50.50	$7.47
ORDER PROCESSING RETAIL SERVICE DELIVERY COORDINATOR	3.28	$50.50	$2.76
LOOP PROVISIONING CENTER (LPC)	2.00	$49.62	$1.65
DESIGN	7.50	$52.78	$6.60
CENTRAL OFFICE RESOURCE ADMINISTRATION CENTER/CORAC	2.50	$49.62	$2.07
CO	5.00	$55.49	$4.62
LOAD RESOURCE ADMINISTRATION CENTER/LRAC	2.50	$49.62	$2.07
INSTALL	5.00	$57.04	$4.75
IMPLEMENTOR	7.50	$55.49	$6.94
MANAGER PROCESS MANAGEMENT - WHOLESALE, RETAIL	15.00	$107.95	$26.99
MANAGER PROCESS MANAGEMENT - DESIGN SERVICES	15.00	$107.95	$26.99
SUPERVISOR NETWORK OPERATIONS - CENTRAL OFFICE	15.00	$70.17	$17.54
SUPERVISOR NETWORK OPERATIONS - FIELD	15.00	$70.17	$17.54
ADDITIONAL SHIPPING EXPENSE	0.00	0.00	$5.59
Subtotal - Inward	**104.15**		**$133.57**
Outward Costs			
Subtotal - Outward	**0.00**		**$0.00**
Total Inward & Outward	**104.15**		**$133.57**

PRIVATE LINE TRANSPORT SERVICES

RATE	RATE ELEMENT DESCRIPTION	CURRENT RATE	PROPOSED RATE
	SECTION 5		
	NONRECURRING		
M024N	EXPEDITE CHARGE	$106.16	$200.00
	SECTION 7		
	DS1 & DS1 NETPLAN SERVICE -CHANNEL TERMINATIONS		
	NONRECURRING RATES		
	NONPLAN - MONTHLY/36 MOS/ 60 MOS		
8000N	DS1 CT NRC MONTHLY NON PLAN	$313.25	$305.00
8000N36	DS1 CT NRC 36 MONTHS NON PLAN	$313.25	$305.00
8000N60	DS1 CT NRC 60 MONTHS NON PLAN	$313.25	$305.00
	ZONE 1 - MONTHLY/36 MOS/60 MOS		
8000F	DS1 CT NRC MONTHLY ZONE 1	$313.25	$305.00
8000F36	DS1 CT NRC 36 MONTHS ZONE 1	$313.25	$305.00
8000F60	DS1 CT NRC 60 MONTHS ZONE 1	$313.25	$305.00
	ZONE 2 - MONTHLY/36 MOS/60 MOS		
8000G	DS1 CT NRC MONTHLY ZONE 2	$313.25	$305.00
8000G36	DS1 CT NRC 36 MONTHS ZONE 2	$313.25	$305.00
8000G60	DS1 CT NRC 60 MONTHS ZONE 2	$313.25	$305.00
	ZONE 3 - MONTHLY/36 MOS/60 MOS		
8000H	DS1 CT NRC MONTHLY ZONE 3	$313.25	$305.00
8000H36	DS1 CT NRC 36 MONTHS ZONE 3	$313.25	$305.00
8000H60	DS1 CT NRC 60 MONTHS ZONE 3	$313.25	$305.00

QWEST
SPECIAL ACCESS BASKET
DETAIL

RATE ELEMENT	DESCRIPTION	(A) BASE PERIOD QUANTITY 2003 ACTUAL YRLY DEMAND	(B) BASE PERIOD FINAL PRICE	(C) CURRENT RATES	(D) PROPOSED RATES	(E) BASE PERIOD REVENUES COLS (A) * (B)	(F) ANNUAL REVENUE CURRENT RATES COLS (A) * (C)	(G) ANNUAL REVENUE PROPOSED RATES COLS (A) * (D)
8000N	DS1 CT 1.544 MBPS NEW	4,809	$313.25	$313.25	$305.00	$1,506,419	$1,506,419	$1,466,745
	TOTAL DS1 (S/A) NON-PLAN					$70,299,347	$70,299,347	$70,259,673
8000F	DS1 CT 1.544 MBPS NEW	4,263	$313.25	$313.25	$305.00	$1,335,385	$1,335,385	$1,300,215
	TOTAL COMB DS1 (S/A) DENSITY ZONE 1					$23,953,791	$23,953,791	$23,918,621
8000G	DS1 CT 1.544 MBPS NEW	10,366	$313.25	$313.25	$305.00	$3,247,150	$3,247,150	$3,161,630
	TOTAL COMB-DS1 (S/A) DZ-2					$52,894,023	$52,894,023	$52,808,504
8000H	DS1 CT 1.544 MBPS NEW	19,216	$313.25	$313.25	$305.00	$6,019,412	$6,019,412	$5,860,880
	TOTAL COMB DS1 (S/A) DZ-3					$186,981,224	$186,981,224	$186,822,692
	TOTAL DS1 S/A					$287,570,564	$287,570,564	$287,251,668
M024N	EXPEDITE CHARGE	2,874	$106.16	$106.16	$200.00	$47,878	$47,878	$574,800
	TOTAL HI-CAP OTHER					$313,661	$313,661	$840,583
	TOTAL SPECIAL ACCESS	32,871,292				$462,745,302	$462,745,302	$462,953,328

QWEST CORPORATION
RESTRUCTURE OF EXPEDITE CHARGES
TRANSMITTAL NO. 202

CATEGORY	(A) TOTAL BASKET CURRENT WEIGHTING	(B) TOTAL BASKET NEW WEIGHTING	(C) SERVICE CATEGORY CURRENT WTG %	(D) SERVICE CATEGORY NEW WTG %	(E) SUBINDEX1 BASE WTG % (CURR RATE)	(F) SUBINDEX1 NEW WTG % (CURR RATE)	(G) SUBINDEX2 BASE WTG % (CURR RATE)	(H) SUBINDEX2 NEW WTG % (CURR RATE)	(I) PROPOSED TO CURRENT REVENUE RATIO
VOICE GRADE & WATS	0.013773	0.013773	1.000000	1.000000					1.000000
AUDIO & VIDEO	0.002313	0.002313	1.000000	1.000000					1.000000
HI CAP & DDS	0.983913	0.984363	1.000000	1.000457					1.000457
DS1 - S/A TOTAL					1.000000	1.000000			1.000000
DS1 S/A DZ-1							1.000000	0.998294	0.998294
DS1 S/A DZ-2							1.000000	0.998121	0.998121
DS1 S/A DZ-3							1.000000	0.999015	0.999015
DS1 S/A NON-PLAN							1.000000	0.999344	0.999344
DS3 (S/A) TOTAL					1.000000	1.000000			1.000000
DS3 SP DZ-1							1.000000	1.000000	1.000000
DS3 SP DZ-2							1.000000	1.000000	1.000000
DS3 SP DZ-3							1.000000	1.000000	1.000000
DS3 SP NON-PLAN							1.000000	1.000000	1.000000
TOTAL (API)	1.000000	1.000450							1.000450

4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES

4.1 GENERAL (CONT'D)

4.1.4 EXPEDITE

A. If a customer desires that service be provided on an earlier date than that which has been established for the order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedite Charge will apply. The customer will be notified of the Expedite Charge prior to the order being issued.

B. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Charge will apply unless the missed service date was caused by the customer.

C. The Expedited Order Charge will be applied when the customer requests a service date that is prior to the standard interval service date as set for in the Qwest Corporation Service Interval Guide (SIG) on an order or when a customer requests an earlier service date on a pending standard or negotiated interval order. (C)

The Expedited Order Charge, as set forth below, will apply on a per order basis for each day the service date is advanced.

	USOC	NONRECURRING CHARGE
• Per day advanced	EODDB	$200.00

The Expedited Order Charges will be billed in addition to other applicable nonrecurring charges. (C)

4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES

4.1 GENERAL (Cont'd)

4.1.4 EXPEDITE

A. If a customer desires that service be provided on an earlier date than that which has been established for the order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedite Charge will apply. The customer will be notified of the Expedite Charge prior to the order being issued.

B. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Charge will apply unless the missed service date was caused by the customer.

C. The Expedite Charge is based on the extent to which the order has been processed at the time the Company agrees to the expedited service date, and is calculated as follows:

1. Based on the critical dates associated with the order, as defined in 4.1.3.E., preceding, the Company will determine which critical date will be next completed on the order.

2. Using the table in 4.1.3.E., preceding, and the critical date as determined above, the Company will determine the percent of the provisioning interval not yet completed.

3. The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.

4. The per day charges so developed will then be applied on a per-day basis, per-order, but in no event shall the charge exceed 50% of the total nonrecurring charges associated with the order.

D. When the request for expediting occurs subsequent to the issuance of the order, a Dispatch Charge, as set forth in 4.1.17, following, may also apply. (T)

E. If costs other than additional labor are to be incurred when an order is expedited, the Company will develop, determine and bill the customer such costs in accordance with the Special Construction terms and conditions, as set forth in 4.1.6, following.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-8

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

RESPONSE TO QWEST'S CLAIM THAT ESCHELON FAILS TO PAY ITS BILLS IN A TIMELY MANNER

Qwest, in its direct testimony, has claimed that "Eschelon has outstanding accounts payable to Qwest in the millions of dollars because Eschelon refuses to pay."[1] This statement is factually incorrect, misleading and has absolutely nothing to do with the issues before the Commission. The facts are:

- Eschelon regularly pays Qwest approximately $3 million dollars per month.
- Eschelon attempts to closely evaluate the charges billed by Qwest and disputes improper charges.
- Eschelon and Qwest have a contract dictating the methods by which Qwest offers services to Eschelon and how Eschelon pays for these services.
- Qwest often attempts to impose charges that were not approved by the Commission and that are not contained in the contract for activities it previously performed without additional charge. The rates that Qwest attempts to impose are typically well in excess of their cost.
- Qwest fails to accurately account for charges that Eschelon has disputed disputes and payments that Eschelon has made and frequently errs in the amounts it claims are owed by Eschelon.

Eschelon and Qwest have had many disagreements about the accuracy of Qwest's bills, the timeliness of Qwest's recognition of payments and the handling of disputed billings. The parties have even been unable at times to agree regarding what amounts are in dispute, and Eschelon often disagrees with Qwest about the amount past due and the amount disputed.[2] The reasons for such disagreements include the following:

- Qwest takes it upon itself to simply declare disputes to be "resolved" even when no agreement has been reached and Qwest has taken no action to bring the matter to dispute resolution. This has led to Qwest understating what Eschelon has put in dispute.
- Qwest's notices of past due status do not always include detail by Billing Account Number (BAN) or by state for that matter, of what Qwest considers past due. Qwest historically has only identified a lump sum amount without providing any detail.

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1 Novak Direct, p. 3-4. Note that the amounts claimed by Ms. Novak are not specific to Arizona.

2 Qwest's billing practices are a matter of dispute in the pending arbitration and Eschelon has presented written testimony on this issue in that proceeding. See *In the Matter of the Petition of Eschelon Telecom of Arizona, Inc. for Arbitration with Qwest Corp., Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*, Docket Nos. T-03406A-06-0576, T-010151B-06-0572, Denney Direct at 58- 91; Denney Rebuttal at 26-50.

- Even when Qwest does provide detail on what it claims to be past due, that detail sometimes does not match up with the amount Qwest is claiming as past due.

- Qwest does not always post Eschelon's payment in a timely manner, and counts payments that Qwest has already received as past due.

- Qwest also includes in its past due amounts payments that are not even due yet.

- Instead of providing billing refunds owed to carriers, Qwest, by its own admission in a July 5, 2006 letter,[3] applies these refunds to any amounts that Qwest determines are past due (which may include amounts that Eschelon disputes). This causes Qwest's aging to be inaccurate and a discrepancy between what Eschelon shows as disputed and what Qwest shows as disputed.

- Disputes that are submitted by Eschelon are sometimes not responded to by Qwest, and sometimes Qwest loses them. Qwest has referred to this as the "black hole."

- Qwest routinely denies Eschelon's disputes for multiple months until such time when Qwest later recognizes the disputes and either records them or ignores them. For example, in December 2005, Eschelon disputed DSL rates that Qwest had applied to the November 2005 invoice. Qwest denied the dispute, but corrected the rates on the February 2006 invoice. However, Qwest did not go back to correct this mistake on the November 2005 invoice (or any invoices in between), when the mistake was first identified and disputed.

- Qwest incorrectly applies Eschelon's payments. Eschelon provides a check stub and the invoice remittance with each payment that contains the amounts and BANs to which the check should be applied. At times, Qwest posts some payments to the wrong account or posts the wrong amount to the proper account. Qwest apparently applies payments to disputes that have been "resolved" from Qwest's perspective, but not Eschelon's. It is Eschelon's position that Qwest should apply payments to the invoice being paid, not simply to any open balance.

- Qwest's payment processing center doesn't effectively communicate with the billing representatives with whom Eschelon interacts regarding billing disputes. Or, in other words, Qwest's "left hand" does not always know what its "right hand" is doing. As a result, Qwest has asked that Eschelon send its remittance information to these two separate groups.[4]

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3 See Confidential Attachment A.

4 See, Confidential Attachment A, Qwest's July 5, 2006 letter (page 2) from Mary Dobesh (Qwest) to Bill Markert (Eschelon).

- Qwest's employee turnover in the department that processes Eschelon's billing disputes can cause disputes to get lost or not addressed by the new employees. This also means that Eschelon may work with Qwest personnel to resolve a billing dispute for quite some time, only to have to start all over when new Qwest personnel are assigned that are unfamiliar with the dispute's history.

- Qwest's billing department may not update its information about where to send Eschelon invoices/correspondences (information that is updated by Eschelon in the CLEC Questionnaire), which can lead to invoices being paid late, or balances being addressed later because the proper Eschelon employees have not been notified in a timely manner.

On April 20, 2006, Eschelon received a letter from Qwest indicating that Eschelon had a total past due balance across all states of over $4 million, and further indicating that if Qwest did not receive payment in full by May 4, 2006, Qwest would suspend Eschelon's service order activity and disconnect Eschelon's services on May 5, 2006.[5] However, the amount Qwest was demanding from Eschelon did not reflect the payments that Eschelon had already made to Qwest, and that Eschelon and Qwest were disagreeing on the amount of the outstanding charges from the beginning and are still disagreeing.[6] In addition, Qwest never identified a specific amount that was due under any particular ICA (or in any state) and did not follow the ICA process in raising the issue.[7] However, after a lengthy debate and additional threats of service disruption, in order to avoid any possibility of disruption of services to its customers, Eschelon paid all amounts alleged by Qwest making payment of almost $9 million.[8] After going through all of this, Qwest notified Eschelon that it remained in default and that Qwest unilaterally decided to apply credits due and owing to past due balances, even if those balances were in dispute, leaving Eschelon under a cloud of possible disruption of service despite Eschelon's payment of all undisputed bills.[9] As indicated in Eschelon's July 12, 2006 letter,[10] Eschelon continues to dispute the outstanding charges that Qwest alleges is owed to it by Eschelon. And as indicated in Qwest's August 11, 2006 letter, it still has not identified an amount that is allegedly past due in Arizona, or any other state. Yet, Qwest continues to insist that Eschelon is in default under the ICA.

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5 Confidential Attachment A to this Exhibit is a chronology that explains the details of this issue, along with supporting documentation.

6 See Confidential Attachment A, 4/5/06 email and reply email, 4/25/06 email, 5/22/06 email, 5/24/06 conference call, 5/25/06 letter, 6/5/06 letter, 7/5/06 letter and 7/12/06 letter.

7 See Confidential Attachment A, Qwest's 3/14/06 letter.

8 The following is an excerpt from Eschelon's 6/5/06 letter 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 even though Qwest did not provide the amount allegedly due by state and despite Eschelon's valid disputes."

9 Qwest stated in its 7/5/06 letter: "Qwest will, for the time being, refrain from taking further collection action against Eschelon."

10 See Confidential Attachment A.

Qwest's use of the word "resolved" in connection with payment disputes is a misnomer because, in fact, no agreement has necessarily been reached between Qwest and Eschelon. What "resolved" means to Qwest is that Qwest believes that the dispute should be resolved in Qwest's favor and the disputed charges be paid by Eschelon. Then, when Qwest labels the dispute "resolved," even if Eschelon still disputes the charges, Qwest does not recognize the dispute any longer and removes this amount from their systems that track disputed charges and adds it to the overdue category. Under the billing dispute process the Qwest implemented through CMP, once Qwest has received a billing dispute and confirms that it has received the information Qwest requires, Qwest will "resolve" (or possibly "status") the dispute within 28 calendar days. Thus, "resolve" means not that the parties have reached agreement regarding the appropriate disposition of the dispute, but that Qwest has unilaterally determined that it can reject the dispute and re-label the amount as past due. Once Qwest has "resolved" the dispute, if the CLEC does not agree, Qwest's billing dispute process requires that the *CLEC* must invoke the escalation process to pursue the dispute further.

Although Qwest seeks to hold Eschelon to the billing dispute process that it implemented through CMP, Eschelon did not participate in the development of that process, that process is not part of Eschelon's ICA, and Eschelon has not agreed to it. In an 4/6/05 email to Qwest, Eschelon stated, in part: "Although Qwest has developed its own processes for billing through CMP, CMP is both not a part of Eschelon's ICAs and, even were it to apply, the CMP document specifically provides that the ICA controls. There is no requirement in our ICAs to use the process you describe." This excerpt, as well as Eschelon's comments on Qwest's Change Request that introduced the new billing dispute process show very clearly that Eschelon did not develop this process with Qwest, nor does the process even apply to Eschelon.

Billing disputes between Eschelon and Qwest are governed by the parties' ICA. In particular, Attachment 7, Section 14, of the parties' ICA addresses billing disputes, and allows Qwest to pursue bill disputes under the current ICA. Attachment 7, Section 14.1.4 of the current ICA provides that if a bill dispute is not resolved in 150 days Qwest can take it to dispute resolution. Importantly, this section states that "closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions..." However, instead of following these procedures from the ICA, Qwest instead follows the procedure it established in CMP. By using the CMP billing dispute process instead of the process in the ICA, Qwest supplants the "joint agreement" needed to close a billing dispute in the ICA with its unilateral judgment to "resolve" the issue. Also, Qwest attempts to make the collections process self-executing by "resolving" the issue and forcing the CLEC to invoke escalation if it disagrees with Qwest's decision – instead of Qwest escalating the dispute if it disagrees with the CLEC (as would be allowed under the ICA). Thus, Qwest's approach is the opposite of the typical billing and collections process and the opposite of the process provided for under the ICA: Qwest pushes onto Eschelon, as the party disputing the bill, the burden of proving that the money isn't owed. Qwest wants Eschelon to prove that it does not owe money to Qwest, when in fact, once Eschelon disputes an amount, it should be Qwest's responsibility to escalate the dispute. Since Qwest takes it upon itself to decide what is in dispute, Qwest's proposed ICA

language would enable it to declare what amount it considers disputed and require Eschelon to pay the remaining amount (even if Eschelon disagrees) or face dire consequences.

Qwest's approach to unilaterally "resolving" billing disputes has caused the parties to disagree about even the amount that is disputed. Qwest's determination of an issue as "resolved" results in Qwest changing the status from disputed to overdue over the disagreement of Eschelon. As Eschelon explained in its 9/13/06 email to Qwest on this issue:

> You spoke about requiring Eschelon to escalate disputes if they are not resolved. As you can see with this one, I did request escalation back in 2003, but nothing ever was done by Qwest after my request.
>
> We provided proof that our position was correct, provided the Department of Revenue's response to our inquiry, which was in our favor. Yet, nothing was ever done by Qwest other than to continue to deny our dispute and not reflect it as a valid dispute in your aging/systems.

Notwithstanding Eschelon's disputing the amount claimed, Qwest does not show any of this amount disputed and continues to show the amounts associated with this dispute past due and owed by Eschelon.

Qwest also asserts that Eschelon refuses to pay rates that are not approved by the Commission and are not contained in Eschelon's interconnection agreement.[11] Qwest appears to be complaining that Eschelon will not let Qwest unilaterally change the terms of its contract – this is true. Eschelon and Qwest have a contract that describe the services that Qwest provides to Eschelon as well as the cases where Qwest can charge for these services. Further, Qwest has come before this Commission in a number of cases seeking the implementation of cost-based rates that it can charge CLECs under the various interconnection agreements. As a result the Commission has issued a number of orders in UNE cost cases regarding rates. The development of these rates is a complex undertaking and every activity that Qwest performs does not have a unique rate. Many of the activities Qwest performs are contained in cost factors that are applied to the recurring rate elements. As a result, the application of a rate for something that is already being recovered in cost factors would be inappropriate and result in double recovery. As a result, Qwest's sudden claims for the need for a rate for activities that Qwest previously never charged for are rightfully met with suspicion. Further, there is nothing to stop Qwest from coming to the Commission and proposing that a cost-based rate be implemented. A UNE cost case would likely result where the complex issues of whether the activity is already being recovered in other rates can be addressed. Qwest prefers not to ask the Commission to establish TELRIC rates, but instead holds CLECs at ransom by

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[11] Novak Direct at pp. 3-4.

refusing to perform activities unless the CLEC agrees to Qwest's above cost rate proposals.

Qwest cites design change charges as an example of charges that Eschelon has refused to pay.[12] In fact, rather than supporting Qwest's position, this is an example of Qwest attempting to improperly impose an unapproved, non-cost-based rate on CLECs. Qwest simply announced one day that it was going to begin charging for design changes for loops, which it had never done before. The fact that Qwest had never before assessed separate charges for design changes for loops and was not pursuing recovery of design change costs via separate design change rates in UNE rate cases, suggested to Eschelon that Qwest already recovers these costs elsewhere and should therefore not recover them again in separate charges. Accordingly, Eschelon objected to Qwest's unilateral determination to begin imposing design change charges on loops without any basis for doing so in Eschelon's ICA or the SGAT. This in no way was an attack on Qwest's right to recover its costs. Qwest has admitted in sworn testimony that there is no basis in the SGAT or the ICA for Qwest to assess design change charges for loops (nor was there when Qwest made its unilateral announcement) and Qwest has made no attempt to develop a rate for design changes for loops. Accordingly, it was (and still is) reasonable for Eschelon to disagree with Qwest's decision in September of 2005 to unilaterally begin assessing charges for an activity with no basis in the parties' contract and want Qwest to substantiate costs related to these charges – the position Eschelon has always held.

On September 1, 2005, Qwest sent an unexpected letter to CLECs stating that "Qwest will commence billing CLECs non-recurring charges for design changes to Unbundled Loop circuits" beginning on Oct. 1, 2005.[13] In that notice, Qwest stated no basis for the charges, but indicated that it would bill CLECs, including Eschelon, "at the rate found in the miscellaneous elements of Exhibit A or the specific rate sheet in your Interconnection agreement."[14] Qwest's reference to the ICA in the letter suggested, therefore, that Qwest was claiming it had some contractual right to bill these rates. However, in the companion Minnesota arbitration proceeding, Ms. Stewart testified that "Mr. Denney is correct in stating that neither Qwest's SGAT nor the parties' current ICA includes a design change charge for loops."[15] Based on this admission (a clear contradiction with Qwest's 9/1/05 letter), Qwest should credit CLECs, including Eschelon, for the rates it has billed to date and not bill additional charges for design charges for loops (including CFA changes) unless and until it obtains an ICA that allows it to charge for design changes.

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12 Novak Direct at p. 4.

13 September 1, 2005 letter from Qwest with the subject line "Billing for design changes on Unbundled Loop." Document No. PROS.09.01.05.F.03204.Design_Chgs_Unbundld_Loop.

14 See *id.*

15 Rebuttal Testimony of Karen Stewart Minnesota PUC Docket P-5340, 421/IC06-768, September 22, 2006, pp. 6-7.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

NON-PUBLIC DOCUMENT. CONTAINS NON-PUBLIC, TRADE SECRET DATA. DESIGNATED AS CONFIDENTIAL.

CONFIDENTIAL ATTACHMENT A TO EXHIBIT DD-8

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

This attachment contains certain information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and that has been the subject of reasonable efforts on the part of Eschelon to maintain its secrecy. Accordingly, information contained in this attachment is designated as confidential.

PAYMENT AND DEPOSIT--SECTION 5.4

Issues:

- Suspension of service order activity without Commission approval: Qwest proposes that it be allowed to suspend service order activity by Eschelon upon 10 days notice when Qwest claims that a payment is 30 days past due. Eschelon proposes that Qwest must obtain Commission approval to suspend service order activity.
- Disconnection of services without Commission approval: Qwest proposes that it be allowed to disconnect services to Eschelon (and thus to its customers) upon 10 days notice, when payment is 60 days past due. Eschelon proposes that Qwest must obtain Commission approval to disconnect services.

Eschelon and Qwest have had many disputes about the accuracy of Qwest's bills, the timeliness of Qwest's recognition of payments and the handling of disputed billings. The parties have even been unable to agree what amounts are in dispute. Eschelon often disagrees with Qwest about the amount past due and the amount disputed. Thus, Qwest's proposal that it be allowed to unilaterally decide when service orders can be suspended or service disconnect is a matter of great concern for Eschelon and its customers.

In spring of 2006, Qwest threatened to discontinue service or stop processing orders or both due to an alleged overdue balance due from Eschelon to Qwest under the several ICAs between the two parties. Qwest never identified a specific amount that was due under any particular ICA, did not follow the ICA process and did not account for payments made until long after they were made. In order to avoid any possibility of disruption of services to its customers Eschelon paid all amounts alleged, including disputed amounts--making payment of almost $9 million. Qwest responded by refusing to concede that Eschelon was no longer in default and stating that Qwest has unilaterally decided to apply credits due and owing to past due balances, even if those balances are in dispute. Thus Qwest left Eschelon under a cloud of possible disruption of service despite Eschelon's payment of all undisputed bills.

CHRONOLOGY

3/14/06—Qwest sent letter alleging Eschelon had past due balance of $4,107,580.19.

3/29/06 – E-mail from Qwest acknowledging receipt of $1,333,150.69 and claiming remaining balance of $2,774,429.50.

3/29/06—E-mail from Chris Gilbert to Kathleen Maki of Qwest noting payment of $370,000 on 3/13/06, $27,000 on 3/20/066 in addition to payments noting in Qwest's

email and noting that the dispute balance is $932,369 rather than $341,081.48 shown on Qwest's records.

3/30/2006—E-mail from Valene Kipp of Qwest claiming a balance of $1,842,060.00 still owing.

3/31/2006 – E-mail from Chris Gilbert stating that check for $1,522,000 will be forthcoming.

4/5/2006 – E-mail from Qwest claiming no payment has been received since 3/24/06 and that the past due balance is "in excess of $4 million dollars."

4/5/2006 –Reply email from Chris Gilbert stating that payments were made on 3/31/06 and 4/3/06 that totaled $3,591,084.91.

4/20/06 –Eschelon received a letter from Kathie Maki, Service Delivery Coordinator for Qwest which purported to be "written notice of non-payment as may be required under your applicable contract, tariff and/or state utility commission rules and regulations." The letter alleged that the total past due balance on Eschelon's Qwest accounts was $4,342,990.65. The letter stated that:

> "...if Qwest does not receive payment in full on or before 05-04-06 it will take action with respect to your accounts, <u>without further notice</u>, including, but not limited to the <u>suspension of all service order activity, and disconnection of your services, effective 05-05-06.</u> Further in accordance with applicable contract, and/or tariffs, during this 10 day period or thereafter Qwest may demand a security deposit as a condition of its continuing provision of services to Eschelon Telecom." (emphasis added)
>
> (*See* letter dated 4/20/06 to Chistopher Gilbert, attached.)

4/25/2006 – Email from Eschelon to Qwest asking why the 4/20 letter did not reflect the payments noted in Chris Gilbert's e-mail on 4/5/2006.

5/22/2006 – Email from Jason Topp at Qwest claiming Qwest did not receive payment from Eschelon "anywhere near the $3,591,085 mentioned in your email." The email also states that Eschelon has a past due balance of "approximately $3.2 million."

5/24/2006 – Telephone conference between Eschelon and Qwest to discuss balance due.

5/25/2006 –Letter from Eschelon to Qwest summarizing 5/24/06 telephone conference.

5/25/2006 –"Notice of Default" letter from Valene Kipp of Qwest to Chris Gilbert, claiming that balance past due was $3,128,651.73. The letter states that Eschelon is in breach of the ICA and that unless all undisputed amounts are paid before June 26, 2006 Qwest will suspend service order activity.

6/5/2006 – Letter to Valene Kipp in response to Qwest letter of 5/25/2006.

6/21/2006 – Letter to Valene Kipp asserting compliance with Qwest's demand and affirming payments of $3,059156.10, $5,352,179.78 and $526,443.75 in response to the 5/25/2006 letter.

7/5/2006 – Letter from Qwest alleging that Eschelon remains in default despite those payments.

7/12/2006 – Letter from Eschelon to Qwest disputing Qwest's 7/5/2006 letter.

Qwest
Spirit of Service™

THIS LETTER WAS SENT VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

03-14-06

Ellen Copley

Eschelon Telecom

730 2ND Av S

Minneapolis, Mn 55402

Re: Past Due Balances

Dear Ellen,

The purpose of this letter is to inform you that Eschelon Telecom has past due balances on its Qwest accounts. This letter constitutes written notice of non-payment as may be required under applicable contract, tariff and/or state utility commission rules and regulations. Failure to respond to this letter or submit payment may result in additional treatment activity (discussed below) being initiated thirty (30) days after the. date of this letter.

The total amount past due as of today is $4,107,580.19. If Qwest does not receive payment in full on or before 4-14-06 it may take action with respect to your accounts including, but not limited to the suspension of all service order activity and the eventual disconnection of your services. Further in accordance with applicable contract, and/or tariffs, during this 30 day period or thereafter Qwest may demand a security deposit as a condition of its continuing provision of services to Eschelon Telecom.

Please be advised that if service order processing is interrupted, or service is disconnected, all outstanding charges will be due prior to service restoration. If service disconnection occurs, other charges may also apply to re-establish the account(s). Late payment charges will be assessed to all past due balances in accordance with applicable contracts, and/or tariffs.

If you have already paid in full, please disregard this notice. If you have any questions regarding this notice or the status of your accounts, please contact me at CONTACT INFORMATION REDACTED

Sincerely,

Kathie Maki

Service Delivery Coordinator

250 Bell Plaza Rm 609

Salt Lake City, Utah 84111

Attachment

From: Maki, Kathleen
Sent: Wednesday, March 29, 2006 6:19 PM
To: Gilbert, Christopher
Cc: Wilson, Chris; Gilbert, Sue; Dobesh, Mary
Subject: RE: Eschelon Past due balances

Chris,
Thanks for your information. Could you provide us with a spreadsheet of all the open disputes you have submitted?

Thanks in advance.
Kathie Maki
[CONTACT INFORMATION REDACTED]

-----Original Message-----
From: Gilbert, Christopher J. [CONTACT INFORMATION REDACTED]
Sent: Wednesday, March 29, 2006 4:27 PM
To: Maki, Kathleen
Cc: Gilbert, Sue; Dobesh, Mary
Subject: RE: Eschelon Past due balances

Kathie,

I received your letter late last week. In addition to the payments refereced below we have paid $370k on 3/13, $27k on 3/20, and have a check run planned for 4/3.

Eschelon considers the amount in Qwest's letter to be incorrect due to the fact that the amounts listed in the "Dispute Amount" column are not accurate. Qwest has understated Eschelon's dispute total. Our records show a total dispute balance of $932,369. The dispute balance shown on Qwest's spreadsheets is only $341,081.48.

Thank you,
Chris

Chris Gilbert
Sr. Manager, Network Financial Management

Eschelon Telecommunications, Inc.
730 2nd Ave. South, Suite 900
Minneapolis, MN 55402
[CONTACT INFORMATION REDACTED]

From: Gilbert, Christopher
Sent: Friday, March 31, 2006 4:14 PM
To: Kipp, Valene.
Cc: Gilbert, Sue; Dobesh, Mary; Maki, Kathleen
Subject: RE:Past due accounts

Valene,

Per Qwest's request attached is a listing of Eschelon's outstanding disputes.

Today's check run for Qwest was $1,522,000. The remaining balance will be picked up in a check run next week. It has not been officially scheduled yet.

My applogies I had a typo in my phone number. The correct number is [CONTACT INFORMATION REDACTED].

Thank you,
Chris Gilbert

-----Original Message-----
From: Kipp, Valene [mailto: [CONTACT INFORMATION REDACTED]
Sent: Thursday, March 30, 2006 10:21 AM
To: Gilbert, Christopher J.
Cc: Gilbert, Sue; Dobesh, Mary; Maki, Kathleen
Subject: Past due accounts

Chris,

I am writing you concerning some past due accounts you have with Qwest Communications. Kathie Maki emailed you yesterday (3-29). Kathie is out of the office today so I am following up on this account for her. I would like to know how much you will be sending in on 4/3? With the figures that you gave with disputes and payments I show a balance of 1,842,060.00 still owing. Will that be the amount that you are sending?

I tried to call the number that you gave in your email and I get a fax. Please verify your telephone number.

Thanks you,

Valene Kipp
250 Bell Plaza Room 601
[CONTACT INFORMATION REDACTED]
Salt Lake City, UT 84111
TN [CONTACT INFORMATION REDACTED]
Fax [CONTACT INFORMATION REDACTED]

From: Gilbert, Christopher
Sent: Wednesday, April 05, 2006 5:17 PM
To: Maki, Kathleen.
Cc: Dobesh, Mary; Pettey, Keiko
Subject: RE: Past due accounts

Kathie,

Eschelon processed Qwest payments on Friday 3/31 and Monday 4/3. The total of both runs was $3,591,084.91. Attached for your review is the detail of the invoices paid. Eschelon believes it is current on all amounts due.

Thank you,
Chris Gilbert

-----Original Message-----
From: Maki, Kathleen [mailto: [CONTACT INFORMATION REDACTED]
Sent: Wednesday, April 05, 2006 3:36 PM
To: Gilbert, Christopher J.
Cc: Dobesh, Mary; Pettey, Keiko
Subject: RE: Past due accounts
Importance: High

Chris,
I'm following up on my voice message to you this afternoon. I'm questioning the status of the payment that was sent 3-31-06. This has not been received. The last payment I find for your accounts was received 3-24-06. The past due balance on your accounts is in excess of $4 million dollars. To avoid any order activity suspension, please contact me or Mary Dobesh (my manager) [CONTACT INFORMATION REDACTED]
at your earliest convenience to advise of the payment status and the amount being sent this week 4-7-06.

Thank you,
Kathie Maki
[CONTACT INFORMATION REDACTED]

-----Original Message-----
From: Gilbert, Christopher J. [mailto: [CONTACT INFORMATION REDACTED]
Sent: Friday, March 31, 2006 3:14 PM
To: Kipp, Valene
Cc: Gilbert, Sue; Dobesh, Mary; Maki, Kathleen
Subject: RE: Past due accounts

Valene,

Per Qwest's request attached is a listing of Eschelon's outstanding disputes.

Today's check run for Qwest was $1,522,000. The remaining balance will be picked up in a check run next week. It has not been officially scheduled yet.

My applogies I had a typo in my phone number. The correct number is [CONTACT INFORMATION REDACTED]-

Thank you,

Chris Gilbert

-----Original Message-----
From: Kipp, Valene [mailto: [CONTACT INFORMATION REDACTED]]
Sent: Thursday, March 30, 2006 10:21 AM
To: Gilbert, Christopher J.
Cc: Gilbert, Sue; Dobesh, Mary; Maki, Kathleen
Subject: Past due accounts

Chris,

I am writing you concerning some past due accounts you have with Qwest Communications. Kathie Maki emailed you yesterday (3-29). Kathie is out of the office today so I am following up on this account for her. I would like to know how much you will be sending in on 4/3? With the figures that you gave with disputes and payments I show a balance of 1,842,060.00 still owing. Will that be the amount that you are sending?

I tried to call the number that you gave in your email and I get a fax. Please verify your telephone number.

Thanks you,

Valene Kipp
[CONTACT INFORMATION REDACTED]
250 Bell Plaza Room 601
Salt Lake City, UT 84111
TN [CONTACT INFORMATION REDACTED]
Fax [CONTACT INFORMATION REDACTED]

Qwest
Spirit of Service™

THIS LETTER WAS SENT VIA OVERNIGHT MAIL, and E-MAIL, RECEIPT REQUESTED

4-20-06

Christopher Gilbert

Eschelon Telecom

730 2nd Ave S

Minneapolis, MN 55402

Re: Past due balances

Dear Christopher,

This letter is to inform you that Eschelon Telecom is in default of payment on its Qwest accounts(s) as per the letter dated 03-14-06. This letter constitutes additional written notice of non-payment as may be required under your applicable contract, tariff and/or state utility commission rules and regulations. Failure to respond to this letter or submit payment may result in additional treatment activity (described below) being initiated ten (10) business days after the date of this letter.

As of today, the total past due balance on your Qwest accounts is $4,342,990.65 (Access Services). Therefore, if Qwest does not receive payment in full on or before 05-04-06 it will take action with respect to your accounts, without further notice, including, but not limited to the suspension of all service order activity, and disconnection of your services, effective 05-05-06. Further in accordance with applicable contract, and/or tariffs, during this 10 day period or thereafter Qwest may demand a security deposit as a condition of its continuing provision of services to Eschelon Telecom. Additionally there is a letter dated 3-24-06 stating a past due balance of $324,027.72 (Bart Billing) payable by 4-24-06.

Please be advised that if service order processing is interrupted or service is disconnected, all outstanding charges will be due prior to restoration. If service disconnection occurs, other charges may also apply to re-establish the account(s). Late payment charges will be assessed to all past due balances in accordance with applicable contracts and/or tariffs.

If you have already paid in full, please disregard this notice. If you have any questions regarding this notice or the status of your accounts, please contact me at [CONTACT INFORMATION REDACTED]

Sincerely,

Kathie Maki

Service Delivery Coordinator

250 Bell Plaza Rm 609

Salt Lake City, Utah 84111

Attachments

From: Topp, Jason [[CONTACT INFORMATION REDACTED]
Sent: Tuesday, April 25, 2006 12:49 PM
To: Ahlers, Dennis D.
Cc: Gilbert, Christopher J.
Subject: RE: Eschelon 10 day default letter

Dennis - thanks. I have forwarded your email and will check into the issue.

-----Original Message-----
From: Ahlers, Dennis D. [mailto: [CONTACT INFORMATION REDACTED]
Sent: Tuesday, April 25, 2006 12:43 PM
To: Topp, Jason
Cc: Gilbert, Christopher J.
Subject: RE: Eschelon 10 day default letter

Jason-Thanks for the "heads-up" on this. There appears to be some confusion regarding the balances. In the letter dated 4/20/06 to Christopher Gilbert, Kathie Maki of Qwest refers to a letter of 03-14-06 and to a past due balance of $4,342,990.65. On April 5, 2006, Chris Gilbert sent an e-mail to Ms. Maki informing her that Eschelon made payments on 3/31/06 and 4/3/06 that totaled $3,591,084.91 and that Eschelon was current, except for disputed amounts, which totaled $932,368.84. Thus it is unclear why Ms. Maki's letter does not acknowledge any payments since her letter of 3-14-06, nor the disputed amounts.

It is our position that the past due balances referenced in the letter of 03-14-06 and the letter of 4-20-06 are incorrect and do not reflect recent payments and disputed amounts. I trust that Ms. Maki and Mr. Gilbert can discuss this and come to some resolution. Please contact me if Qwest intends any further action.

From: Topp, Jason [mailto: [CONTACT INFORMATION REDACTED]
Sent: Friday, April 21, 2006 2:12 PM
To: Ahlers, Dennis D.
Subject: FW: Eschelon 10 day default letter
Importance: High

Dennis:

Following up on our phone call, attached is the letter and spreadsheets that was e-mailed 4-20-06 5:00 PM and overnighted 4-21-06 to Chris Gilbert at Eschelon Telecom.

<<AYD Eschelon Letter- 10 day default 4-19-06.doc>> <<AYD AYDL (Eschelon) 4-19-06 Spreadsheet.xls>> <<AYD BART ESCHELON SPREADSHEET.xls>>

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From: Topp, Jason [[CONTACT INFORMATION REDACTED]
Sent: Monday, May 22, 2006 10:06 PM
To: Ahlers, Dennis D.
Cc: Bastiampillai, Harisha

Dennis:

I have been relayed the following information regarding Eschelon's past due balance. I would suggest you follow up with Harisha Bastiampillai at [CONTACT INFORMATION REDACTED] if you want more information.

I am following up on our email correspondence in late April. Qwest's records still reflect that Eschelon has a significant past due balance of approximately $3.2 million. For purposes of our analysis we have based our calculation of the past due amount to incorporate your figure of $932,368.84 in total pending disputes without waiving any right to contest that figure later. I can also tell you that Qwest did not receive payment from Eschelon in April anywhere near the $3,591,085 mentioned in your email. In any event, Qwest always applies payments received to the oldest outstanding balance.

Based on this information, Qwest will continue to proceed with implementing a collection action.

Jason Topp
Qwest Services Corporation

[CONTACT INFORMATION REDACTED]

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Qwest
Spirit of Service™

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]

[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.

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[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

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

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.

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,

/s/ William D. Markert
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

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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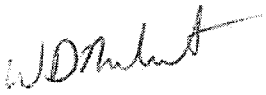
www.eschelon.com

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. 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
Tom Wilson, Washington Utilities and Transportation Commission

Qwest
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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

July 12, 2006

[CONTACT INFORMATION
Via: email (REDACTED] *and Overnight Delivery*
Mary Dobesh
Supervisor Billing and Collection Services
250 Bell Plaza, Rm 602
Salt Lake City, UT 84111

Re: Letter of July 5, 2006

Dear Ms. Dobesh:

Eschelon is responding to your July 5, 2006 letter in which you require Eschelon's immediate attention.

Qwest alleges that Eschelon remains in default for a number of reasons. Eschelon strongly disagrees.

As an initial matter, Qwest is well aware that our interconnection agreements define Qwest's billing obligations and Eschelon's payment obligations. The provisions in the agreements vary from state to state. Qwest has not provided evidence that Eschelon is default of its payment obligations under any interconnection agreement and Qwest should cease making such allegations. Eschelon can scarcely rebut undocumented assertions made without reference to Eschelon's contractual obligations.

In the second paragraph of your letter, you state that a substantial portion of the payments made by Eschelon in June were made on behalf of Oregon Telecom (OTI). Qwest's inference that Eschelon did not pay the correct amounts because of the inclusion of OTI is simply incorrect. Eschelon in fact paid over $4.6M more than Qwest's May 25, 2006 letter demanded excluding the payments made for OTI accounts. See below for a schedule reflecting the payments made on all Eschelon accounts in June.

ACNA	Total by ACNA
AYD	5,930,684.57
DVN	1,628,912.88
MJD	22,175.23
OTI	1,129,096.72
SHD	239,515.59
Total Payments	8,950,384.99
Total Payment Amount Less OTI	7,821,288.27
Total Due Per Qwest 5/25/06 Notice	3,128,651.73
Additional Amount Paid	4,692,636.54

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Only 13% of the payments made by Eschelon were related to OTI accounts. We do not consider that substantial. Qwest demanded a payment of $3.1M in June. Eschelon paid $4.6M more than Qwest stated would cure the defaults it alleged.

In that same second paragraph, you state that Eschelon's accounts remain in default due to the large discrepancy in what Qwest shows as outstanding billing disputes versus what Eschelon claims is outstanding in dispute. You ask that a reconciliation be done quickly. We have attached a document that shows a side-by-side comparison of Qwest's list of disputes outstanding by account and Eschelon's list of outstanding disputes. In researching some of the differences, we have found several actions Qwest takes to avoid recognizing valid billing disputes. These include:

1. Disputes filed are not responded to by Qwest and therefore are not recorded by Qwest.

2. Disputes are routinely denied by Qwest for multiple months until such time when Qwest later recognizes them and either records them or ignores them.

3. Disputes are initially denied by Qwest but then later Qwest corrects the invalid billing without providing notice to Eschelon.

4. If disputed charges are being negotiated as a part of a settlement, Qwest denies the disputes until a settlement is reached and billing accounts are corrected.

If Qwest has appropriately followed its own internal processes, then Qwest will have all the detail to the outstanding Eschelon billing disputes. Eschelon has already provided Qwest with all dispute documentation needed by Qwest to identify the disputes initiated by Eschelon.

Eschelon disagrees with Qwest's depiction of what balances are outstanding in dispute and asks that Qwest gather the documentation Eschelon has been providing Qwest for many years and address them. We would like to jointly resolve all disputes but do not believe it's fair to ask Eschelon to provide once again all of the documentation because doing so requires a very substantial effort.

In the third paragraph of your July 5, 2006 letter, you state that Qwest does not adjust accounts by issuing billing refunds to any carrier with a past due balance. Rather, you state, Qwest applies any credits due and owing to outstanding past due balances. Eschelon believes its accounts are current net of valid billing disputes and requests that Qwest provide billing refunds to Eschelon rather than applying our billing refunds to valid disputed balances.

Lastly, you request in your letter that Eschelon begin providing your department with the payment remittance information that is sent along with Eschelon's payments to Qwest's payment center. Chris Gilbert responded to this request in an email to you dated June 22, 2006. In his email, Chris explained that he would do so in June given the circumstances that month (Qwest threatening to stop order processing for Eschelon). However, Chris also mentioned in that same email that Eschelon would not be doing this on a go-forward basis. Our interconnection agreements provide for a single point of contact for billing matters. When Eschelon makes payments to Qwest, Eschelon provides a check stub with invoice numbers and the remittance slips from each invoice. This is more than enough information for Qwest to post payments timely and accurately. Asking Eschelon to compile special remittance information so that it can be sent to your department to compensate Qwest for its poor practices is unacceptable.

In closing, Eschelon would also like working toward an improved relationship. Generating accurate invoices would be a step in the right direction. Choosing to respond to billing disputes and recognize valid billing disputes would also help Qwest improve the timeliness in resolving billing disputes. I suggest we meet to discuss the reconciliation we have attached to this letter at your earliest convenience. Eschelon maintains that its accounts are current and not in default status.

Sincerely,

William D. Markert
Executive Vice President – Network
Financial Management
Eschelon Telecom, Inc.

[CONTACT INFORMATION
REDACTED]

m

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. Denney, Eschelon

Qwest

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August 11, 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:

We have researched the issues raised in your letter dated July 12, 2006.

First, while Qwest appreciates the payments made by Eschelon in June 2006, it should be pointed out that a portion of the payments were for charges incurred after the May 25, 2006 default notice (the "Notice") was sent. Second, upon further analysis, the fundamental problem underlying our present dispute has not been fully resolved. Even excluding for the sake of discussion the $1,204,207.95[1] that Eschelon claims is in pending dispute status, Eschelon's undisputed past due balance under the various interconnection agreements (the "ICA") and Qwest's state and federal tariffs as of August 1, 2006, was $458,055.44. We expect payment of this continued past due amount immediately. Until this amount is paid in full, the default under the ICA and applicable tariffs identified in the Notice has not been cured and Qwest continues to reserve its rights to pursue its remedies to address the default.[2]

In addition, the issue of disputed charges must be resolved. Qwest disagrees that it has failed to follow appropriate processes in the past for reconciling Eschelon's disputes. However, rather than taking the time to respond to each of the allegations in your letter or to point out Eschelon's past shortcomings in submitting billing disputes, I think it is much more productive to establish a process for resolving promptly the dispute backlog. I propose the following. We have each prepared for the other a spreadsheet listing the disputes we believe to be open and pending. We can use these spreadsheets as the basis for a dispute-by-dispute comparison and discussion in regularly scheduled telephone meetings. The goal of these meetings will be to close as many disputes as possible. The more independent research that can be done by each of us prior to each meeting, the more productive each meeting will be. Qwest is willing to meet as often as

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1 Qwest does not concede that this figure is accurate.

2 To be clear, Eschelon is in default under all of the six ICA identified in the Notice as well as under Qwest's federal tariff and certain of its state tariffs.

would be productive in order to reduce and then eliminate the backlog. If you have a different proposal, please let us know.

Finally, I am surprised at your refusal to send a copy of your payment remittance each month to my department to assist us in tracking your payments. The request was not made as a means of compensating for Qwest's "poor practices" but results from the size and complexity of Qwest's wholesale operations. Many employees in various departments are necessarily involved in wholesale billing, collections, accounting, and account management functions. For example, the single billing contact you mentioned in your letter is not the contact to which payments are made. The mutual benefit of allowing my department to track your payments more efficiently would seem to far outweigh any cost or burden caused by simply mailing or emailing me a copy of the remittance each month.

Qwest too welcomes the opportunity for an improved working relationship. To that end, curing the default identified above is the immediate priority. Timely payment of Qwest's invoices each month is also a must. Engaging in the reconciliation process suggested above, or proposing an alternative, would be significant step in the right direction.

Please let me know how you want to proceed.

Sincerely,

Mary Dobesh

Examples of issues with Qwest rates billed on the July 25th dated invoices to Eschelon:

Eschelon has already discussed the UNE-P bills its receives from Qwest in its initial Comments filed in July. Many of the issues reflected below are also relevant to Eschelon's UNE-P invoices.

1. UNE Loop Bills - Monthly Recurring Charges (monserv.det file)

Overcharged %: 7.0%

Issues:

a. Qwest implemented some of the new rates ordered in the most recent cost docket for unbundled loop rates. However, there are occurrences where the DS1 capable loop rates on some circuits are still being billed at the old rate. Also, Qwest is billing an inaccurate charge for interconnection tie pairs (ITP). Also, on the bill, the charge is shown as an EICT--not consistent with the SGAT rate element description.
b. Qwest bills for USOCs not appropriate for unbundled loops, such as interoffice mileage on DS1 Capable loops, DID charges and DID trunks.
c. Qwest makes the bill difficult to audit as certain USOCs have multiple rates. For example, although zone prices vary, only one USOC is used on the bill for various rates. Also, Qwest bills DS1 ITPs using two different USOCs but the rate is the same. This is a new development as each rate used to have a specific USOC on the UNE loop bills. It appears this happened when Qwest implemented some of the cost docket rates.

2. UNE Loop Bills - Non-Recurring Charges (soactvty.det file)

Overcharged %: 54.0%

Issues:

a. Qwest gave Eschelon prorated credits back to 6/5/02 for the cost docket rate change on the DS1 capable loops that are billed on this invoice. However, it did not give Eschelon any prorated credits back to 6/5/02 for any other unbundled loop rate element. Qwest owes Eschelon prorated credits back to 6/5/02 for all rates that changed pursuant to the cost docket effective back to 6/5/02.
b. Qwest bills multiple rates for the same USOCs with some NRCs being charged the old rate and some being charged the new cost docket rate.
c. Qwest billed all coordinated w/o cooperative testing installation charges as "first line" which carries a higher price. Eschelon's average customer size is 4 lines so the first line should have charged $59.81 and the additional 3 lines billed $53.32. Qwest billed all lines with USOC 1CRUF as $59.81.
d. Qwest is not billing the Maintenance, Repair, Testing and dispatch charges that were ordered by the Commission in the cost docket.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
GARY PIERCE

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

EXHIBIT DD-9

TO THE

REBUTTAL TESTIMONY

OF

DOUGLAS DENNEY

ON BEHALF OF

ESCHELON TELECOM OF ARIZONA, INC.

February 13, 2007

From: Clauson, Karen L. [email redacted]
Sent: Tuesday, June 20, 2006 2:28PM
To: norm curtright (Qwest) [email redacted]; csteese (s-elaw) [email redacted]; Melissa Thompson (Qwest) [email redacted]
CC: Maureen Rahrle; mscott (ACC) [email redacted]; Michael W. Patten; rboyles (AZCC)[email redacted]; Maureen Scott; Olson, Joan M.; Goldberg, Tobe L.
Subject: RE: Confidential Customer-Identifying Information
Attachments:

confidentialinformati
oninQwestresponses.

In addition, please see the enclosed memo regarding confidential customer-identifying information.

From: Clauson, Karen L.
Sent: Tuesday, June 20, 2006 2:10 PM
To: norm cutright (Qwest) [email redacted]; csteese (s-elaw)[email redacted]; Melissa Thompson (Qwest)[email redacted]
Cc: 'Maureen Rahrle'; mscott (ACC) [email redacted]; Michael W. Patten; rboyles (AZCC)[email redacted]; 'Maureen Scott'; Olson, Joan M.; Goldberg, Tobe L.
Subject: FW: Qwest Objections to Eschelon Second Set of Data Requests and Requests for Admission to Qwest

Qwest:

As the enclosed Qwest document contains objections only, we remain hopeful that Qwest will also provide responses to our second set of discovery by the deadline on Friday. Please let us know if Qwest does not intend to do so.

With respect to Eschelon's First Set of Data Requests to Qwest, for a number of the requests, Qwest did not respond substantively by the deadline, indicating instead that Qwest continues to work on those responses (see, e.g., enclosed summary). Those responses are overdue. While Eschelon does not mind working out mutually acceptable extensions of time, we do like to be consulted. We will grant an unsolicited extension of time for Qwest's responses to Eschelon's first set discovery requests until this Friday, June 23rd. Therefore, Qwest's responses to both sets of Eschelon's discovery requests will be due on the same day. If Qwest believes that is not enough time to respond to a sub-set of the remaining questions in the first set of discovery requests, please identify the requests for which Qwest requests additional time and provide an estimate of a reasonable amount of time needed by Qwest.

We are reviewing Qwest's objections to the first set of discovery responses as well.

If, after receiving Qwest's responses on Friday, discovery disputes remain, we will need a meet and confer next week to attempt to resolve the issues to try to avoid a motion to compel discovery and a motion for leave with respect to the number of discovery requests. Please keep that in mind as a scheduling matter and let us know, if a meet and confer is needed next week, with whom from Qwest we should discuss these issues.

Thank you,

Karen L. Clauson
Sr. Director of Interconnection
Associate General Counsel
Eschelon Telecom, Inc.
730 2nd Avenue South, Suite 900
Minneapolis, MN 55402
[contact information redacted]

From: Maureen Rahrle [mailto:email redacted]
Sent: Tuesday, June 20, 2006 1:27 PM
To: mscott (ACC) [email redacted]; Michael W. Patten; Clauson, Karen L.
Subject: Qwest Objections to Eschelon Second Set of Data Requests and Requests for Admission to Qwest

Maureen Rahrle
Paralegal
Steese & Evans, P.C.
6400 S. Fiddlers Green Circle
Suite 1820
Denver, CO 80111
[contact information redacted]

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IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

In Eschelon's reply to Qwest's first set of data requests dated June 8, 2006, Eschelon specifically stated:

5. Eschelon objects to Qwest using Eschelon's end user customer's name in Qwest's data requests, particularly without identifying it as confidential information. The customer's name is CPNI, and Qwest has a legal obligation to keep it confidential. *See, e.g.*, Qwest-Eschelon ICA, Part A, §28.7. Eschelon also designates any customer-identifying information as confidential. Although these data requests were currently only sent to Eschelon, portions could become public or be provided to other parties later and thus Qwest should avoid using the customer's name in discovery, particularly without identifying it as confidential information. Therefore, in these responses, Eschelon has substituted the Qwest-defined term "named customer" for the actual customer name.

In addition, in Eschelon's June 8, 2006 cover letter to Qwest, Eschelon said:

"In Qwest's First Set of discovery, Qwest used the customer's name, even though Qwest had defined the term "named customer" in its definitions. Qwest did not mark those pages as confidential. As customer-identifying information is confidential CPNI, Eschelon redacted the name from Qwest's requests in Eschelon's responses. In future requests and responses, please use the Qwest defined term of "named customer" rather than customer-identifying information. We appreciate it."

Nonetheless, in Qwest's responses, the customer's name/address/telephone number appears in non-confidential form on the following Qwest pages:

Esch 01-001I
Q000361
Q000362
Q000365
Q000366
Q000368
Q000395
Q000401
Q000402
Q000429
Q000430
Q000431
Q000432
Q000433

This information is confidential and should be treated as such. In future requests and responses, please use the Qwest defined term of "named customer" rather than customer-identifying information. If Qwest instead uses customer-identifying information, please mark that information (and not any accompanying non-confidential information) per the protective order in this matter.

BEFORE THE ARIZONA CORPORATION COMMISSION

PROCEEDINGS IN ARBITRATION

IN THE MATTER OF THE PETITION OF ESCHELON TELECOM OF ARIZONA, INC. FOR ARBITRATION WITH QWEST CORPORATION, PURSUANT TO 47 U.S.C. § 252 OF THE FEDERAL TELECOMMUNICATIONS ACT OF 1996.	DOCKET NOS. T-03406A-06-0572 T-01051B-06-0572

At: Phoenix, Arizona

Date: March 20, 2007

Filed:

REPORTER'S TRANSCRIPT OF PROCEEDINGS

VOLUME II
(Pages 168 through 396)

ARIZONA REPORTING SERVICE, INC.
Court Reporting
Suite 203
2627 North Third Street
Phoenix, Arizona 85004-1126

By: MICHELE E. BALMER
Certified Reporter
Certificate No. 50489

Prepared for:

EXHIBIT
E-5
admitted

1 this language, additional activities available for UNEs,
2 to hold open the option to charge tariffed rates for
3 moving, adding to, repairing and changing UNEs?
4 A. In the example I just gave, it was a tariff rate,
5 yes.
6 Q. In your surrebuttal Page 14, and I'm looking at
7 Lines 11 through 14 where you say "nor does he," and
8 you're referring there to Mr. Denney; is that correct?
9 I'm sorry. Mr. Starkey; is that correct?
10 A. It appears to be Mr. Starkey, yes.
11 Q. Nor does he show Eschelon's language would permit
12 Qwest to charge TELRIC rates for these activities separate
13 and apart from the monthly recurring rate for UNEs;
14 correct?
15 A. Yes.
16 Q. Now, you agree with me that in order for Qwest to
17 charge a separate rate, Qwest has to prove that the cost
18 to perform that activity is not already recovered in
19 another rate; correct?
20 A. Generally, I think that's a true statement.
21 Q. I want to shift gears now and talk about network
22 modernization and maintenance, which is issues 9-33, 9-33a
23 and 9-34. And I want to focus first on issue 9-33, and
24 you understand that that issue involves modernizations
25 that Qwest makes to its network that may result in minor

1 BEFORE THE WASHINGTON STATE

2 UTILITIES AND TRANSPORTATION COMMISSION

3 In the Matter of the Petition for Arbitration of an 4 Interconnection Agreement between 5 QWEST CORPORATION 6 and 7 ESCHELON TELECOM, INC. 8 Pursuant to 47 U.S.C. 9 Section 252(b).	DOCKET NO. UT-063061 Volume V Pages 84 to 292

10

11 A hearing in the above matter was held on

12 May 8, 2007, from 9:30 a.m to 3:40 p.m., at 1300

13 South Evergreen Park Drive Southwest, Room 206, Olympia,

14 Washington, before Administrative Law Judge PATRICIA

15 CLARK.

16 The parties were present as follows:

17 QWEST CORPORATION, by JASON D. TOPP, Attorney at Law, 200 South Fifth Street, Room 2200, Minneapolis, 18 Minnesota 55402, Telephone (612) 672-8905, Fax (612) 672-8911, E-Mail jason.topp@qwest.com.

19

QWEST CORPORATION, by JOHN M. DEVANEY, 20 Attorney at Law, PERKINS COIE LLP, 607 Fourteenth Street Northwest, Washington, D.C. 20005, Telephone (202) 21 434-1624, Fax (202) 434-1690, E-Mail JDevaney@perkinscoie.com.

22

23

24 Joan E. Kinn, CCR, RPR

25 Court Reporter

EXHIBIT
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admitted

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1 access to unbundled network elements; is that right?
2 A. Yes.
3 Q. And Eschelon would omit the phrase at the end
4 of that section, at the applicable rate, correct?
5 A. Yes.
6 Q. And your concern, or at least one of your
7 concerns as I understand it, is that Eschelon's proposed
8 language would require Qwest to provide services or
9 elements without charge; is that right?
10 A. Yes.
11 Q. And looking at your rebuttal again, Hearing
12 Exhibit 61, at page 16, lines 13 through 15, you say,
13 nor does he, referring to Mr. Starkey; is that right?
14 A. Yes.
15 Q. (Reading.)
16 Nor does he show Eschelon's language
17 would permit Qwest to charge TELRIC
18 rates for these activities separate and
19 apart from the monthly recurring rate
20 for UNEs.
21 Do you see that?
22 A. Yes, I do.
23 Q. To recover a separate rate for an activity,
24 Qwest must show that the cost of performing that
25 activity is not already recovered in an existing rate;

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1 is that right?
2 A. I would say generally that's correct.
3 Q. You are not aware of Eschelon ever taking the
4 position that it would not pay Commission approved
5 rates, are you?
6 A. Well, when we were in a previous hearing, I
7 believe it was Mr. Denney said that he believed many, if
8 not all, of the nonrecurring actions here were included
9 in the recurring rate when indeed, and I think the one
10 example that I remembered is that for UDIT it did have a
11 separate charge very specifically for rearrangements and
12 obviously moves. Because if you were to move a UDIT
13 from one physical location to another, that would take a
14 service order and subsequent installation. But he
15 seemed to imply that he felt all of those were included
16 in the recurring rate.
17 Q. My question is different, my question is are
18 you aware of Eschelon ever taking the position that it
19 would not pay a rate that's been approved by the
20 Commission?
21 A. I'm not aware that Eschelon has ever point
22 blank said, if a rate was approved by a commission, we
23 will not pay it, so no, I'm not aware that that's the
24 case.
25 Q. In this case, Eschelon has proposed interim

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1 rates for elements for which there is no Commission
2 approved rate, correct?
3 A. Yes.
4 Q. Eschelon hasn't taken a position with respect
5 to those elements that it should receive those elements
6 without charge?
7 A. For those specific elements, no.
8 Q. You would agree with me that Qwest's language
9 for Section 9.1.2 does not require Qwest to charge a
10 TELRIC rate for those activities?
11 A. It specifically identifies whatever the
12 appropriate rate would be. So, for example, if adding
13 to the UNE was a comingled arrangement and it was a
14 tariffed service, then for that type of a commingling
15 arrangement a tariffed service may be required or
16 tariffed rate may be required.
17 Q. What activities available for unbundled
18 network elements does Qwest believe are not subject to
19 cost based rates?
20 A. Once again, I made the example of if there
21 was a comingled arrangement and you were doing an add of
22 a comingled arrangement, I believe, and I'm not the
23 witness in this area, but I understand the expedites
24 Qwest has referred and believe that the appropriate rate
25 is the tariffed rates for expedites, so those would be

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1 examples.
2 Q. Now comingled arrangements are dealt with in
3 another portion of the contract; is that right?
4 A. Yes.
5 Q. And that portion of the contract describes
6 how the non-UNE portion of a comingled arrangement will
7 be dealt with with respect to rates, correct?
8 A. Yes, except for there could be potentially
9 some crossover because of this language being so
10 general. And once again, as I clarified in my
11 testimony, it's really the words access to that are
12 particularly troubling. Because typically access to
13 means paying of a recurring rate to be able to use a
14 UNE. So correct, Qwest is very concerned that general
15 language that access to could include all of these
16 activities including, e.g., undefined activities at no
17 possible rate recovery.
18 Q. And really what I'm trying to do I guess is
19 get my arms around exactly the scope of Qwest's concern.
20 You have mentioned comingled arrangements and you have
21 mentioned expedites as two activities available for UNEs
22 for which Qwest does not believe cost based rate would
23 apply, correct?
24 A. Whether you were saying TELRIC rates versus
25 tariffed rates, I gave examples, yes, of tariffed rates.

1 know, things like nonrecurring costs for installing the
2 loop that kind of get taken out of that bucket. The
3 rest of that bucket then is what's in those factors that
4 go to the model. And everything that's in that bucket
5 is all of the activities that Qwest is doing at the
6 time, you know, that it was doing on a regular basis at
7 the time those costs were established.
8 Q. So just to be clear then, and it's important
9 both for design change and for Issue 9-31, access to
10 UNEs, if a rate has been established for a nonrecurring
11 activity by this Commission, by definition that means
12 that the costs associated with that rate are not part of
13 the costs of a recurring UNE rate; would you agree with
14 that?
15 A. I mean the only part I would disagree kind of
16 is by definition. I would say certainly that is the
17 intent when those rates are set. I mean often parties
18 may dispute whether those were calculated right,
19 sometimes things are missed, but that is certainly the
20 intent that if you set up a separate non-recurring
21 charge for an activity then that is not also being
22 recovered in the recurring rates.
23 Q. Thank you.
24 Changing the subject then to issue 9-53,
25 UCCRE, U-C-C-R-E, I just want to confirm what I think is

1 undisputed, and that is that Eschelon has never ordered
2 these UCCRE rearrangements from Qwest; is that correct?
3 A. That is correct.
4 Q. And I take it you're not aware of any CLEC
5 that has ever ordered UCCRE from Qwest; is that correct?
6 A. That's Qwest's testimony that no one has ever
7 ordered that, so I'm not aware of anything that
8 contradicts that.
9 Q. Okay. And one of Eschelon's proposals in
10 connection with this issue is that although no CLEC has
11 ever ordered UCCRE from Qwest, Qwest would have to go
12 through a proceeding before this Commission to obtain
13 approval to stop offering that product; isn't that
14 right?
15 A. Right, and I think what really the broader
16 concern that arose out of this issue is that Qwest has
17 UCCRE out there available to other carriers, it's in
18 other carriers' contracts, and Qwest is attempting to
19 take that away from Eschelon. And so there is some
20 process that's set up out of that that lays out
21 proposals that one option by Qwest could do that is to
22 go through a process by which not just would apply to
23 UCCRE but would apply to other products which Qwest
24 would want to remove from the carrier's interconnection
25 agreements, and the key for us is to make sure that as

1 Qwest is offering these products to other CLECs, they
2 would also be available to Eschelon as well.
3 Q. Well, just to be clear about that,
4 Mr. Denney, isn't it true that Qwest made a decision to
5 stop offering UCCRE because no one was ordering it, and
6 for all CLECs who are entering into amendments or new
7 agreements Qwest is no longer providing that, but there
8 are some agreements still out there that have that
9 element in it, but when those agreements expire the
10 UCCRE service will no longer be available to those
11 CLECs?
12 A. Well, I mean first I don't -- I don't know
13 Qwest's -- what Qwest's agreements are with new
14 agreements with other CLECs. You know, I do know what
15 -- I have seen current agreements that are in place that
16 do have UCCRE in them. Qwest hasn't as far as I know
17 gone to those carriers and said we would like to remove
18 this product from your interconnection agreement. Some
19 of these interconnection agreements may remain in place
20 for multiple years past their, you know, past the dates
21 they were originally set to expire, so a carrier could
22 have access to UCCRE. We may find that UCCRE would be
23 useful in a type of situation, you know, going forward
24 that you would like to have, and some set of carriers
25 out there would be able to exercise their right to that

1 service, and Eschelon wouldn't be able to because it was
2 out of our agreement, out of the agreement here.
3 Q. But from Qwest's perspective, do you
4 understand that there are costs associated with
5 maintaining a product that no one ever orders and that
6 if there is no demand that efficiency suggests one
7 should have the right to stop offering the product?
8 A. Well, first, I mean I can't imagine what
9 costs there are for the -- of maintaining that product
10 if no one is ordering. You have your documentation is
11 written, your systems are set up, there's -- I don't see
12 why Qwest would have to do anything if nobody continued
13 to order it.
14 And what was the second part of your
15 question?
16 Q. Well, can you see why a carrier would have an
17 interest in ceasing to offer a product for which no one
18 has placed an order in five years?
19 A. And I do see that, and I think that's where
20 Eschelon came up with in part, you know, in the response
21 to the Department of Commerce in Minnesota with this
22 phased out proposal that gave Qwest the ability to
23 actually, you know, go to the commission and seek to
24 have a product like that to be removed. But just
25 because a product hasn't been used doesn't mean that

Qwest
Spirit of Service™

November 15, 2006

Kim Isaacs
Advanced TelCom Inc
730 2nd Avenue South - Suite 900
Minneapolis, MN 55402
kdisaacs@eschelon.com

TO:Kim Isaacs

Announcement Date:	**November 15, 2006**
Effective Date:	**November 16, 2006**
Document Number:	**PROS.11.15.06.F.04322.MultLangChangeforSGATs**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP – Getting Started as a CLEC V21** **Getting Started as a Reseller V12** **Interconnection Agreements V74** **Interconnection Negotiations Process V12** **Provisions Available for Opt In V12** **New Customer Questionnaires V32**
Level of Change:	**Level 1**

Summary of Change:
On November 16, 2006, Qwest will post updates to its Wholesale Product Catalog that include corrections, clarifications and additional information for Getting Started as a CLEC V21, Getting Started as a Reseller V12, Interconnection Agreements V74, Interconnection Negotiations Process V12, Provisions Available for Opt In V12, and New Customer Questionnaires V32 . You will find a redlined version of the changes on the Product/Process Document Review Archive at http://www.qwest.com/wholesale/cmp/review_archive.html.

Qwest is updating the mentioned documents to provide additional information and clarification that does not change the process. The references to the SGATs and Exhibits and applicable language changes are being made. The SGATs are no longer available to opt into and have been replaced with the Negotiations Template Agreement (NTA).

Actual updates to the operational documents are found on the Qwest Wholesale Web Site at these URLs:
http://www.qwest.com/wholesale/clecs/clec_index.html
http://www.qwest.com/wholesale/clecs/reseller_index.html
http://www.qwest.com/wholesale/clecs/negotiations.html
http://www.qwest.com/wholesale/clecs/negotiationsprocess.html
http://www.qwest.com/wholesale/clecs/provisionoptin.html
http://www.qwest.com/wholesale/clecs/newcustquestionnaire.html

EXHIBIT
E-7
admitted

Comment Cycle:
No formal comment cycle applies. CLECs who feel the change(s) described in this Level 1 notification

alter(s) CLEC operating procedures should immediately contact the Qwest CMP Manager, by e-mail, at cmpcr@qwest.com.

Sincerely,

Qwest Corporation

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.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

cc: Patty Hahn
Mary Dobesh

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98008

5. ORDERING OPTIONS FOR SWITCHED SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS (CONT'D)

D. Expedited Order Charge

When placing an Access order for service(s) for which standard intervals exist, a customer may request a service date that is prior to the standard interval service date. A customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If the Company agrees to provide the service on an expedited basis, an Expedited Order Charge will apply.

A customer may request a change of end user premises within the same serving wire center. When this occurs, the service date is changed to reflect the standard interval. If the customer requests an earlier service date, an Expedited Order Charge will apply.

Expedited Order Charges will not apply if the revised interval to a pending order is equal to or longer than the standard interval for that service.

When an expedited service date is missed, the Expedited Order Charge will apply unless the missed service date is caused by the Company.

The Expedited Order Charge is based on the extent to which the Access Order has been processed at the time the Company agrees to the expedited service date. A list of the critical dates and the number of days between each date is found in the Service Interval Guide. The tables in the Service Interval Guide will be used to determine the Expedited Order Charge. The Expedited Order Charge is calculated as follows:

- Based on the critical dates associated with the Access Order as defined in 5.2.3.B.4., following, the Company will determine the next critical date scheduled to be completed on the order.

- Using the table of 5.2.3.B.4., following, and the critical date as determined above, the Company will determine the percent of the provisioning interval not yet completed.

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5. ORDERING OPTIONS FOR SWITCHED SERVICES

5.2 ACCESS ORDER
5.2.2 ACCESS ORDER MODIFICATIONS

D. Expedited Order Charge (Cont'd)

- The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.

- The per day charges so developed will then be applied on a per-day-of-improvement basis, per order, but in no event shall the charge exceed 50% of the total nonrecurring charges associated with the Access Order.

- The Company will provide the customer with an estimate of the Expedited Order Charge before expediting an order.

If costs other than additional labor are to be incurred when an Access Order is expedited, the Company will develop, determine and bill the customer such costs in accordance with the special construction terms and conditions as set forth in Tariff F.C.C. No. 2.

4. ORDER MODIFICATIONS AND MISCELLANEOUS CHARGES

4.1 GENERAL (CONT'D)

4.1.4 EXPEDITE

A. If a customer desires that service be provided on an earlier date than that which has been established for the order, the customer may request that service be provided on an expedited basis. If the Company agrees to provide the service on an expedited basis, an Expedite Charge will apply. The customer will be notified of the Expedite Charge prior to the order being issued.

B. If the Company is subsequently unable to meet an agreed upon expedited service date, no Expedite Charge will apply unless the missed service date was caused by the customer.

C. The Expedite Charge is based on the extent to which the order has been processed at the time the Company agrees to the expedited service date, and is calculated as follows:

1. Based on the critical dates associated with the order, as defined in 4.1.3.B.4.b., preceding, the Company will determine which critical date will be next completed on the order.

2. Using the table of 4.1.3.B.4.c., preceding, and the critical date as determined above, the Company will determine the percent of the provisioning interval not yet completed.

3. The Company will apply this percentage to the sum of all the nonrecurring charges associated with the order and divide this sum by the number of days remaining in the original service interval.

4. The per day charges so developed will then be applied on a per-day basis, per-order, but in no event shall the charge exceed 50% of the total nonrecurring charges associated with the order.

D. When the request for expediting occurs subsequent to the issuance of the order, a Dispatch Charge as set forth in 4.1.20, following, may also apply.

E. If costs other than additional labor are to be incurred when an order is expedited, the Company will develop, determine and bill the customer such costs in accordance with the special construction terms and conditions as set forth in Qwest Corporation Tariff, F.C.C. No. 2.

EXHIBIT
E-11
admitted

G. NONRECURRING COST SUMMARY

MINNESOTA COST DOCKET EXPEDITE CHARGE NONRECURRING COST STUDY 9709

Minnesota
2007

Cost Element	*Direct*	*Marketing*	*Support Assets Expense*	*Uncollectible*	*TELRIC*	*Common*	*TELRIC + Common*	*Detail Page Reference*	*Detail Line Reference*
EXPEDITE CHARGE PER LSR-ASR ORDER PER DAY	$49.16	$2.59	$7.35	$0.61	$59.70	$6.15	$65.85	Pages 1-5	9

Direct - Direct Costs
Marketing - Marketing
Support Assets Expense - Support Assets Expense
Uncollectible - Uncollectible
TELRIC - Total Element Long Run Incremental Costs
Common - Common Costs
TELRIC + Common

NONRECURRING COST DETAIL SUMMARY

Study Name: MINNESOTA COST DOCKET EXPEDITE CHARGE NONRECURRING COST STUDY 9709
Study Year: 2007
Analyst: Deffley

NRC Version: 3.57
Date: 06/29/07

	A	B	C	D	E	F	G	H	I	J
1	State: Minnesota									
2										
3			Time	Prob	Prob	Prob	Prob	Applied Time	Labor	
4		Work Item	Minutes	#1	#2	#3	#4	(Minutes)	/Hour	Cost
5		A	B	C	D	E	F	G	H	I
6								B * (C Thru F)		H * (G/60)
7										
8										
9	*EXPEDITE CHARGE PER LSR-ASR ORDER PER DAY*									
10										
11	*ADD*									
12										
13	-ORDER PROCESSING WHOLESALE SERVICE DELIVERY COORDINATOR									
14		*PROB 1: is percent of time activity occurs*								
15		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
16		*PROB 3: .33 probability is average number of days (3) order is expedited*								
17		*PROB 4: .25 probability is percent of expedite requests denied*								
18		Customer's service order or call, initiate expedite - reasons, expectations, etc	3	1.000	1.230	0.330		1.22	$41.98	$0.85
19		Monitor expedite approval or contact Network SPOC to explain (or plead) the case	8	1.000	1.230	0.330		3.25	$41.98	$2.27
20		Status Customer of on-going efforts & progress	3	1.000	1.230	0.330		1.22	$41.98	$0.85
21		Status Service Manager on Expedite Request	3	0.330	1.230	0.330		0.40	$41.98	$0.28
22		Monitor TIRKS, WFA status & assist to insure order still moving	8	1.000	1.230	0.330		3.25	$41.98	$2.27
23		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
24		Customer's service order or call, initiate expedite - reasons, expectations, etc	3	1.000	1.230	0.330	0.250	0.30	$41.98	$0.21
25		Monitor expedite approval or contact Network SPOC to explain (or plead) the case	8	1.000	1.230	0.330	0.250	0.81	$41.98	$0.57
26		Status Customer of on-going efforts & progress	3	1.000	1.230	0.330	0.250	0.30	$41.98	$0.21
27		Status Service Manager on Expedite Request	3	0.500	1.230	0.330	0.250	0.15	$41.98	$0.11
28		Cancel expedite, supplement due date, status Network	4	1.000	1.230	0.330	0.250	0.41	$41.98	$0.28
29		Monitor TIRKS, WFA status & assist to insure order still moving	8	1.000	1.230	0.330	0.250	0.81	$41.98	$0.57
30										
31	*Subtotal - ORDER PROCESSING WHOLESALE SERVICE DELIVERY COORDINATOR*							12.12		$8.48
32										
33	- LOOP PROVISIONING CENTER (LPC)									
34		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
35		*PROB 3: .33 probability is average number of days (3) order is expedited*								
36		*PROB 4: .25 probability is percent of expedite requests denied*								
37		Receive notification, query status of order, notify/status appropriate work groups	4	1.000	1.230	0.330		1.62	$40.62	$1.10
38		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
39		Receive notification, query status of order, notify/status appropriate work groups	4	1.000	1.230	0.330	0.250	0.41	$40.62	$0.27
40										
41	*Subtotal - LOOP PROVISIONING CENTER (LPC)*							2.03		$1.37
42										
43	-DESIGN									
44		*PROB 2: 1.23 probability is number of circuits per order.*								

NONRECURRING COST DETAIL SUMMARY

Study Name: MINNESOTA COST DOCKET EXPEDITE CHARGE NONRECURRING COST STUDY 9709
Study Year: 2007
Analyst: Deffley

NRC Version: 3.57
Date: 06/29/07

	A	B	C	D	E	F	G	H	I	J
1	State: Minnesota									
2										
3			Time	Prob	Prob	Prob	Prob	Applied Time	Labor	
4		Work Item	Minutes	#1	#2	#3	#4	(Minutes)	/Hour	Cost
5		A	B	C	D	E	F	G	H	I
6								B * (C Thru F)		H * (G/60)
7										
45	*EXPEDITE CHARGE PER LSR-ASR ORDER PER DAY (con't)*									
46										
47		*PROB 3: .33 probability is average number of days (3) order is expedited*								
48		*PROB 4: .25 probability is percent of expedite requests denied*								
49		Receive request, query status of order including removing from flow-through to determine if des	15	1.000	1.230	0.330		6.09	$44.92	$4.56
50		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
51		Receive request, query status of order including removing from flow-through to determine if des	15	1.000	1.230	0.330	0.250	1.52	$44.92	$1.14
52										
53	*Subtotal - DESIGN*							**7.61**		**$5.70**
54										
55	-CENTRAL OFFICE RESOURCE ADMINISTRATION CENTER/CORAC									
56		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
57		*PROB 3: .33 probability is average number of days (3) order is expedited*								
58		*PROB 4: .25 probability is percent of expedite requests denied*								
59		Receive request, manually assign tech and page as necessary, handle escalation:	5	1.000	1.230	0.330		2.03	$40.62	$1.37
60		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
61		Receive request, manually assign tech and page as necessary, handle escalation:	5	1.000	1.230	0.330	0.250	0.51	$40.62	$0.34
62										
63	*Subtotal - CENTRAL OFFICE RESOURCE ADMINISTRATION CENTER/CORAC*							**2.54**		**$1.72**
64										
65	-CO									
66		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
67		*PROB 3: .33 probability is average number of days (3) order is expedited*								
68		*PROB 4: .25 probability is percent of expedite requests denied*								
69		Receive request, check for PICS, determine feasibility of meeting request, notify Proj. Coord., c	10	1.000	1.230	0.330		4.06	$48.80	$3.30
70		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
71		Receive request, check for PICS, determine feasibility of meeting request, notify Proj. Coord., c	8	1.000	1.230	0.330	0.250	0.81	$48.80	$0.66
72										
73	*Subtotal - CO*							**4.87**		**$3.96**
74										
75	-LOAD RESOURCE ADMINISTRATION CENTER/LRAC									
76		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
77		*PROB 3: .33 probability is average number of days (3) order is expedited*								
78		*PROB 4: .25 probability is percent of expedite requests denied*								
79		Receive request, validate resource availability, manually assign tech and page as necessar	7	1.000	1.230	0.330		2.84	$40.62	$1.92
80		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
81		Receive request, validate resource availability, inform of other options	5	1.000	1.230	0.330	0.250	0.51	$40.62	$0.34
82										
83	*Subtotal - LOAD RESOURCE ADMINISTRATION CENTER/LRAC*							**3.35**		**$2.27**
84										
85	-INSTALL									
86		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
87		*PROB 3: .33 probability is average number of days (3) order is expedited*								
88		*PROB 4: .25 probability is percent of expedite requests denied*								
89		Receive page, pull order, obtain PICS/coordinate equipment requirements, determine feasibility	10	1.000	1.230	0.330		4.06	$57.18	$3.87

NONRECURRING COST DETAIL SUMMARY

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	A	B	C	D	E	F	G	H	I	J
1	State: Minnesota									
2										
3			Time	Prob	Prob	Prob	Prob	Applied Time	Labor	
4		Work Item	Minutes	#1	#2	#3	#4	(Minutes)	/Hour	Cost
5		A	B	C	D	E	F	G	H	I
6								B * (C Thru F)		H * (G/60)
7										
90	*EXPEDITE CHARGE PER LSR-ASR ORDER PER DAY (con't)*									
91										
92		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
93		Receive page, pull order, obtain PICS, check equipment requirements, determine feasibility of r	10	1.000	1.230	0.330	0.250	1.01	$57.18	$0.97
94										
95	*Subtotal - INSTALL*							5.07		$4.84
96										
97	-IMPLEMENTOR/PROJECT COORDINATOR									
98		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
99		*PROB 3: .33 probability is average number of days (3) order is expedited*								
100		*PROB 4: .25probability is percent of expedite requests denied*								
101		Receive request, check with other depts for resource and PICS availability to determine feasibil	15	1.000	1.230	0.330		6.09	$44.92	$4.56
102		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
103		Receive request, check with other depts for resource and PICS availability to determine feasibil	8	1.000	1.230	0.330	0.250	0.81	$44.92	$0.61
104										
105	*Subtotal - IMPLEMENTOR/PROJECT COORDINATOR*							6.90		$5.17
106										
107	-SERVICE MANAGER									
108		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
109		*PROB 3: .33 probability is average number of days (3) order is expedited*								
110		*PROB 4: .25probability is percent of expedite requests denied*								
111		Overall coordination with departments to monitor success of expedited reques	30	0.330	1.230	0.330		4.02	$59.78	$4.00
112		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
113		Overall coordination with departments to monitor success of expedited reques	30	0.500	1.230	0.330	0.250	1.52	$59.78	$1.52
114										
115	*Subtotal - SERVICE MANAGER*							5.54		$5.52
116										
117	-PROCESS MANAGEMENT - MARKET UNITS									
118		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
119		*PROB 3: .33 probability is average number of days (3) order is expedited*								
120		*PROB 4: .25probability is percent of expedite requests denied*								
121		Overall coordination with departments to monitor success of expedited reques	15	1.000	1.230	0.330		6.09	$59.78	$6.07
122		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
123		Overall coordination with departments to monitor success of expedited reques	15	1.000	1.230	0.330	0.250	1.52	$59.78	$1.52
124										
125	*Subtotal - PROCESS MANAGEMENT - MARKET UNITS*							7.61		$7.58
126										
127	-PROCESS MANAGEMENT - DESIGN SERVICES									
128		*PROB 2: 1.23 probability is number of circuits per LSR-ASR order.*								
129		*PROB 3: .33 probability is average number of days (3) order is expedited*								
130		*PROB 4: .25probability is percent of expedite requests denied*								
131		Overall coordination with departments to monitor success of expedited reques	30	0.150	1.230	0.330		1.83	$59.78	$1.82
132		*MANUAL WORK REQUIRED FOR DENIED EXPEDITE REQUESTS*								
133		Overall coordination with departments to monitor success of expedited reques	30	0.150	1.230	0.330	0.250	0.46	$59.78	$0.45
134										

NONRECURRING COST DETAIL SUMMARY

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	A	B	C	D	E	F	G	H	I	J
1	State: Minnesota									
2										
3			Time	Prob	Prob	Prob	Prob	Applied Time	Labor	
4		Work Item	Minutes	#1	#2	#3	#4	(Minutes)	/Hour	Cost
5		A	B	C	D	E	F	G	H	I
6								B * (C Thru F)		H * (G/60)
7										
135	*EXPEDITE CHARGE PER LSR-ASR ORDER PER DAY (con't)*									
136										
137	*Subtotal - PROCESS MANAGEMENT - DESIGN SERVICES*							2.28		$2.27
138										
139	-ADDITIONAL SHIPPING EXPENSE									
140		*Shipping expense assumptions/calculation: overnight - $12.10; regular ground - $3.80; probability for need to overnight ship - 10%; average number of days expedited - 3.*						*[12.10 - 3.80 x .10 / 3 = $.28*		
141		NEXT DAY AIR SHIPPING OF EQUIPMENT TO COMPLETE ORDER								$0.28
142										
143	*Subtotal - ADDITIONAL SHIPPING EXPENSE*							0.00		$0.28
144										
145	*Total For Service:*							59.93		$49.16
146										
147										
148										
149										
150										
151										
152										
153										
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	A	B	C	D	E	F	G	H	I	J
1	State: Minnesota									
2										
3										
4										
5										
6										
7										
180		Work Item	Time Minutes	Prob #1	Prob #2	Prob #3	Prob #4	Applied Time (Minutes)	Labor /Hour	Cost
181		A	B	C	D	E	F	G	H	I
182	182	EXPEDITE CHARGE PER LSR-ASR ORDER PER DAY (con't)						B * (C Thru F)		H * (G/60)
183	183	Direct Cost								
184	184									
185	185									
186	186									
187	187									
188	188									
189	189	*Marketing*								
190	190	Product Management, Sales & Product Advertising Expenses								
191	191									
192	192									
193	193									
194	194	*Subtotal*								$49.16
195	195									
196	196	**Support Assets Expense**								
197	197									
198	198	**Uncollectible**								
199	199									
200	200	*TELRIC*								
201	201									
202	202	Common								
203	203									

Calculation B	Cost Factor C	Cost D	Cost E
D189*E182			
E189		0.052722	$2.59
D195*SUM(E189,E182)			
D197*SUM(E189,E182,E195,E201)			$51.75
SUM(E189,E195,E197,E182)		0.141966	$7.35
D201*SUM(E189,E182,E195)		0.009277	$0.61
SUM(E189,E182,E195,E197,E201)			$59.70
		0.104000	$6.15
TELRIC + Common			$65.85