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BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
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IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S COMPLIANCE
WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-00000A-97-0238

**QWEST'S POST-WORKSHOP BRIEF
REGARDING DATA RECONCILIATION**

Qwest Corp. (Qwest) respectfully requests that the Arizona Corporation Commission (ACC) find that Qwest's performance data is accurate and reliable as found by both the Liberty Consulting Group (Liberty) and Cap-Gemini Ernst and Young (CGE&Y). The data reconciliation performed by Liberty validated this conclusion. AT&T, WorldCom and Covad (jointly, the CLECs) would have the ACC find otherwise despite the fact that Qwest produces about 700 performance data points each month, of which the CLECs sought reconciliation of only about 40 disaggregated performance metrics. Moreover, the CLECs would have the ACC find Qwest's data unreliable despite the fact that Liberty found only a handful of human errors in the approximately 8000 individual orders that Liberty analyzed. Given the scope of the reconciliation effort and Liberty's affirmative finding that Qwest's performance data in "accurate in all material respects," the data reconciliation should provide the ACC with the comfort it needs to affirmatively find that Qwest is meeting its checklist obligations, and providing each checklist item at an "acceptable level of quality."

I. BACKGROUND: LIBERTY' DATA RECONCILIATION VALIDATED THE ACCURACY OF QWEST'S PERFORMANCE DATA.

The FCC requires that BOCs provide each item on the checklist at an "acceptable level of quality."¹ In each approved 271 application to date, the BOC has proven its case around "quality" by presenting negotiated performance measurement data.² Qwest is no different. Qwest has negotiated in excess of 700 performance measures in the Arizona TAG. Each of these measures has defined business rules and most have an associated performance expectation (i.e. retail parity or benchmark). Just as Verizon and SBC have done, Qwest presents data under these negotiated performance measures to establish that it meets its checklist obligations.

From the very beginning of this process, the CLECs have argued that Qwest must establish that its performance data is accurate and reliable. To verify the accuracy of its data, Qwest submitted to two performance measures audits: one by CGE&Y and the other by Liberty. CGE&Y found that "Qwest's published results were accurate and CGE&Y was able to reproduce the same results based on the summary information provided."³ CGE&Y also found that it was "able to verify that the data input from the field and recorded in Qwest's performance measurement systems were correct and accurate."⁴ Similarly, Liberty found Qwest's "audited performance measures accurately and reliably report Qwest's actual performance."⁵

Despite these glowing reviews, the CLECs still argue that Qwest's performance data is inaccurate. To provide the ACC with additional comfort, Qwest agreed to

¹ BellSouth La. II at ¶54.

² Verizon New York at ¶54.

³ CGE&Y Audit Report at 475.

⁴ CGE&Y Audit Report at 68.

⁵ Liberty Audit Report at p.2 (Sept. 25, 2001).

participate in a "data reconciliation." This reconciliation was not performed in a vacuum. It recognized the fact that Qwest's performance measures had already been audited. Thus, to participate in the reconciliation, the CLECs were required to "identify PID results with identified discrepancies (specify PIDs and PID disaggregation, state(s) involved, date range of discrepancy, and a brief explanation of the issue) which they want to reconcile with an offer of proof by CLECs as to their evidence showing purported inaccuracies."⁶ The parties were also required to disclose all "underlying information about the challenged data contained in Qwest's PID performance results to Liberty and to Qwest" on or before September 28, 2001."

The CLECs identified the following measures for reconciliation:

1. Interconnection Trunks (PO-5, OP-3, OP-4, OP-6, and OP-15);⁷
2. Unbundled Analog Loops (PO-5, OP-3, OP-4, OP-5, OP-6 and OP-15);⁸
3. Unbundled 2-wire non-loaded loops (OP-3, OP-4 and OP-5);⁹ and
4. Line Shared Loops (PO-5, OP-3 and OP-4).¹⁰

Thus, the CLECs requested reconciliation of data involving two items on the 14-point checklist: checklist item 1 (interconnection) and checklist item 4 (unbundled loops). No party questioned any data on the remaining 12 items on the checklist. The ACC can confidently conclude that Qwest's performance data around the remaining checklist items is accurate and reliable.

During the hearing on Liberty's data reconciliation report, Mr. Bob Stright testified about several key facts that place its reconciliation report in the proper context:

⁶ ROC Change Request No. 20.

⁷ This review comprises 10 sub-measures.

⁸ This review comprises 14 sub-measures.

⁹ This review comprises 5 sub-measures.

1. Each month, Qwest reports performance data on over 700 sub-measures. Of these, the CLECs challenged the data in 40 of these sub-measures.
2. For Arizona alone, during the reconciliation Liberty analyzed approximately 8000 individual CLEC orders.¹¹
3. Of the 8000 data points analyzed, Liberty found a handful of data input errors. In this regard, Mr. Stright testified that “anyone with a head on their shoulders” knows that “anytime you have people involved in these manual steps, you're going to have some . . . [human] errors.”¹²
4. Finally, Mr. Stright, who has participated in approximately 20-25 performance measures audits,¹³ concluded that Qwest’s performance data is accurate in all material respects.”¹⁴

Thus, even on the limited performance measures where the CLECs claimed to have affirmative evidence showing Qwest’s data was wrong, Qwest’s data withstood the challenge. Nonetheless, the CLECs raise several issues about the Liberty data reconciliation. Qwest will discuss each of the major issues in turn.

II. THE CONCERNS RAISED BY THE CLECs DO NOT OVERCOME LIBERTY’S CONCLUSION THAT QWEST’S PERFORMANCE DATA IS ACCURATE IN ALL MATERIAL RESPECTS.

A. Liberty Did Not Transfer the Burden of Proof to CLECs.

The CLECs all aver that Liberty shifted the burden of proof to the CLECs to prove Qwest’s performance data was inaccurate. Liberty denied this and viewed this

¹⁰ This review comprises 11 sub-measures.

¹¹ Transcript at 318.

¹² Transcript at 301.

¹³ Transcript at 328.

¹⁴ Transcript at 327.

issue as a “red herring.”¹⁵ Mr. Stright testified that if he had used the CLEC data alone, Liberty would have concluded that the CLECs “didn’t make a case.”¹⁶ This is because Liberty recognized that the CLECs data was routinely and consistently inaccurate. For example, Liberty found that:

We [Liberty] found things like [the PONs submitted by CLECs] weren’t for Arizona. They weren’t for that month. They weren’t for that product. They weren’t for that ILEC. Given that quality of data, I think it was more than fair to conclude that [an order Qwest could not find was inconclusive].

Even AT&T acknowledged that its data was bereft with errors.¹⁷

Instead of placing the burden on CLECs, Liberty evaluated each scrap of data presented to it to determine whether Qwest’s performance data was accurate.¹⁸ Based on its evaluation and its professional judgment, Liberty found Qwest’s performance data accurate and reliable. AT&T’s reaction to this conclusion is to resort to ad hominem comment: AT&T questions the thoroughness of the report;¹⁹ AT&T accuses Liberty of sweeping data “under the carpet;”²⁰ and AT&T states that the Report “fell far short of its potential.”²¹ AT&T simply will not acknowledge the truth: Qwest’s Arizona data shows that Qwest is providing CLECs with access to each item on the competitive checklist at a high level of quality. The ACC should so find.²²

¹⁵ Transcript at 279.

¹⁶ Transcript at 280.

¹⁷ Transcript at 282.

¹⁸ Transcript at 281.

¹⁹ AT&T Comments at 6.

²⁰ AT&T Comments at 6.

²¹ AT&T Comments at 29.

²² The CLECs may claim that additional observations found in Colorado show that the Arizona data has similar flaws. First, the CLECs had an opportunity to establish this and failed to do so. Second, Qwest anticipates that most of these observations will be closed in the very near term. Third, two of the observations – 1028 and 1031 – were analyzed by Liberty in Arizona and found not to exist. Qwest has performed additional analysis on Observation 1031 to verify that it did not impact Arizona data and so found. Qwest will provide its Arizona analysis in Response to Observation 1031.

B. Qwest Properly Tracked "Completion Date" for LIS Trunks.

AT&T took issue with Liberty's finding that Qwest properly tracks and reports "completion date" for interconnection trunks. Liberty found that Qwest and AT&T have "different operational definitions" of when an order is completed; however, "Qwest's interpretation is PID compliant."²³

AT&T mysteriously takes issue with Qwest's definition of completion date and claims that Qwest's interpretation excludes 80% of the orders. Both of these assertions are incorrect. As to Qwest's interpretation, Qwest considers an order "complete" on final test and turn up. Liberty understood that AT&T considered the order "complete" upon completion of an earlier acceptance test. In its comments, however, AT&T agrees with Qwest that interconnection trunks orders are complete on test and turn-up.²⁴ Thus, it appears that AT&T seeks to track orders against a date other than the completion date. The problem with this view, of course, is the PID defines OP-3 as tracking against "completion date." Thus, what AT&T proposes would not be PID compliant.

AT&T also states that "approximately 80% of the AT&T LIS trunk orders being excluded for reasons of customers not ready." In the hearing, Mr. Finnegan testified that "Qwest's interpretation of the completion date had the net effect in our calculation of excluding 80 percent of the orders."²⁵ This statement is a gross exaggeration. This did not affect 80% of the orders. It affected 80% of the orders *excluded* from the measure. Therefore, this issue affected 17 of AT&T's 49 interconnection trunk orders. Moreover, it appears that AT&T is the carrier with the problem as Qwest has not experienced similar concerns with WCom, the other carrier with interconnection trunk data analyzed.

²³ Liberty Report at **.

²⁴ AT&T Comments at 9.

AT&T has simply created its process under the incorrect presumption that the process is complete before final test and turn up. Qwest should not be penalized for AT&T's failure to create a system that is PID compliant. AT&T, not Qwest, should change its process.

C. Qwest's Error in Tracking OP-15 does not Affect Arizona Data.

The only Exception issued by Liberty in its Report had to do with OP-15 – orders held beyond the original due date for Qwest caused delay.²⁶ Liberty found that “all of the LIS trunk orders showing two digit miss codes were being reported as Qwest misses, even though not all of them were.” In other words, Qwest was attributing some orders delayed for CLEC reasons to itself. Thus, Qwest's reported performance data is conservative.

Moreover, as Liberty verified, “Qwest has stated that it knew about the problem, and has already fixed it, but the performance reports for the months being reconciled, and the data provided by Qwest that generated them, contained this error.” Qwest has provided Liberty with the information it needs to close this Exception. Qwest anticipates that this will occur in the very near term.

Most importantly, OP-15A is not a measure that impacts Arizona. This performance measure was presented to and rejected by the Arizona TAG. Qwest does not report OP-15A data for Arizona. Thus, this issue does not in any way, shape or form affect Qwest's reported Arizona performance data. The ACC should so find.

D. Qwest's Use of “Reference Date” is Appropriate.

Qwest's reported performance data does not track every order completed in that month. Instead, it tracks orders “completed” and “closed” in the month. *See OP-3*

²⁵ Transcript at p. 321, lines 4-8.

²⁶ Liberty Report at 8.

Description. This concept of orders completed and closed is racked with the “reference date.” Once an order is completed, it takes some period of time to track through Qwest’s systems. As Liberty stated:

Qwest’s service order database does not contain a real-time picture of service order activity. Liberty’s review during the performance measures audit showed that records are updated close to the time of the activity involved, such as completion; however, there is usually a lag of a couple of days.” If the performance measures used only the report month, Qwest could miss a substantial amount of activity. Qwest solved this potential problem by calculating measures for records in which the database reference date is the reporting month. This method helps ensure that all records are reported, but may cause orders that are completed in one month to be reported in a later calendar month. Liberty does not consider this problem to be a material one, because:

- Every order is eventually accounted for
- The process is well-defined and applied consistently
- The overall impact (including an order in a future month’s performance report) is minimal.

In other words, the reference date concept ensures that all of Qwest’s orders are reported, and that over time the slight lag will balance out. Despite the CLEC’s concerns to the contrary, this is not an issue of concern. This issue has no bearing on whether Qwest’s performance data accurately reflects Qwest’s performance, which is the true measure here. As Liberty concluded, “I think what they’re doing is the best solution and not inconsistent with the PID.”²⁷

E. Qwest Properly Tracks Commitments Met when CLECs Supplement and Change the Due Date.

The issue that created the most controversy during the course of the workshop was whether Qwest is entitled to exclude orders that CLECs, here AT&T, supplemented.

The factual scenario is as follows: (1) CLEC submits an order with an original due date; (2) CLEC supplements and requests a later due date; (3) the only reason the "original due date" is missed is because the CLEC supplemented the order. AT&T states that Qwest's performance would have been "considerably worse" if it had counted these orders as missed commitments.²⁸ AT&T goes so far as to say that Liberty "swept [this issue] under the carpet" by failing to issue an Observation on the topic.

AT&T's concern is grossly overstated. As Qwest reported in its comments, this "issue affects 3.1% of the unbundled loop ordered by AT&T."²⁹ Moreover, in every instance, Qwest provisioned the loop on the new due date as requested by the CLEC.³⁰ Thus, rather than improving Qwest's results as AT&T alleges, this issue actually harms Qwest's results because there are a number of orders where Qwest met the CLEC's expectation, but Qwest excluded these orders from OP-3 and OP-4. This issue has been rectified in PID version 7.0 where the concept of "applicable due date" replaces the "original due date" concept. Under the new PIDs, in each of these circumstances, Qwest would have counted the affected orders as a commitment met thereby improving its overall results.

Liberty made short shrift of AT&T's view:

This whole thing on OP-3, I think it boils down to a matter of common sense. What we saw was cases where a CLEC would ask for a loop on May 10th, and they'd ask for it to be installed on May 17th. On May 15th, they'd call and say, we really can't take it until the 24th. The 24th, Qwest installed the loop. So one would ask, did Qwest meet their commitment? The answer is yes. Then one would say, well, what if I restricted you to say, did Qwest meet the

²⁷ Transcript at 396.

²⁸ AT&T Comments at 14.

²⁹ Qwest Comments at 12.

³⁰ *Id.*

original due date? No. Should we count it as a miss? No. They didn't miss. Common sense says that if you're going to restrict it to the original due date, then in a case like the example that I raised -- and that's not atypical -- that the only common sense thing to do is to not count it at all. And that's what Qwest did. That's what the language clearly says in related measures. And while it's true that the exact words in OP-3 [Arizona PID version 6.1] did not allow that, it simply would not make sense to count those as a miss.

And you say, why didn't Liberty issue an exception report. And I think the exception report would have gone something like this: Qwest, the way you're doing business on OP-3 is not precisely in accordance with the PID. We think we should change the word "are" to "include." And Qwest would come back and say: *We agree with you.* Unfortunately, that PID has already been superseded, so nothing we can do about it. I don't think that would have served anyone any good other than unless someone's keeping a score board of the number of exceptions that are racked up.³¹

As Liberty recognized, Qwest properly excluded these orders. Qwest is penalized by not being able to count this as a commitment met, even though it provisioned the loop to the CLEC on the date requested. This is penalty enough. To require Qwest to count these orders as missed commitments contravenes the facts. Finally, this issue is now moot in light of PID version 7.0 anyway. There is simply no reason for concern.

F. AT&T Conceded that Qwest Properly Tracks Firm Order Confirmations (PO-5).

AT&T originally challenged Qwest's Firm Order Confirmation (PO-5) data for both loops and interconnection trunks. Initially, AT&T's data was vastly different than Qwest's. That is because AT&T failed to consider cancelled orders, disconnect orders, and change orders in its analysis. The plain language of the PID requires the inclusion of

³¹ Transcript at 343-45.

such orders. Once this AT&T error was recognized and corrected, AT&T and Qwest's data matched. As a result, AT&T withdrew any objection it had to this data.³²

G. Qwest's Coordinated Cut Data (OP-13) is Accurate and Reliable.

There was no significant objection at the workshop to Liberty's conclusion that Qwest's coordinated cut data – OP-13 – is accurate. At the workshop, Mr. Stright testified that he had obtained some additional information from Qwest that validated his results. The ACC can therefore confidently rely on this critical data as accurate and reliable.

H. Qwest's Trouble Ticket Data is Accurate and Reliable.

AT&T challenged two aspects of Qwest's maintenance and repair data. First, AT&T questioned the propriety of Qwest opening multiple trouble tickets when the CLEC only submits one repair order. The clear implication from AT&T was that Qwest was unfairly manipulating its data. Second, AT&T questioned Qwest's mean time to restore troubles; the data AT&T and Qwest offered differed vastly on this subject. In both instances, Liberty affirmed the accuracy of Qwest's data.

Liberty addressed the multiple trouble ticket situation very succinctly in its Report:

The primary reasons for opening multiple Qwest trouble tickets on an AT&T service request arise from procedural differences between the parties. CLECs are permitted to bundle repair requests, provided that the repairs are for the same customer and location. Qwest, on the other hand, splits the repairs into separate trouble tickets in order to allow proper calculation of billing adjustments for individual circuits. While individual trouble tickets on a given problem may be opened and closed by Qwest, AT&T may have reasons (e.g., recurring, intermittent service

³² Transcript 555.

problems) to keep a trouble ticket with its own customer open. Should AT&T wish to pursue a matter on an open AT&T ticket, Qwest would have to open new tickets. From AT&T's perspective, there would thus be more than one Qwest ticket number for an AT&T ticket.

Liberty evaluated and explained each and every difference between AT&T and Qwest on this issue and "found that, for each of the trouble tickets in question, Qwest handled its trouble tickets consistently with its stated procedures and with the PID."³³

On the mean time to restore (MTTR), Liberty also found that Qwest's data accurately reflected its performance. In this situation Liberty found that the "MTTR reported by AT&T on a given Qwest trouble ticket never matched the duration for the ticket reported by Qwest."³⁴ "Liberty reviewed AT&T's log entries, and found that AT&T did not always record precisely the times associated with the Qwest tickets; rather its focus appeared to be geared more to recording interactions with its own customers." "Absent other evidence, therefore, Liberty has concluded that there is not a basis for concluding that Qwest's start and restore times were inaccurate."³⁵ Thus, Liberty concluded that "[m]uch of the discrepancy in MTTR between the parties can be explained the fact that AT&T did not subtract "no access" time from the ticket durations provided to Liberty."³⁶ Liberty therefore "concluded that there is not a basis for concluding that Qwest's no access time, and therefore MTTR, are inaccurate."³⁷ The ACC should affirm this conclusion.

I. Qwest Should Not be Prejudiced by Covad's Failure to Provide its Source Data as Required by the Terms of Data Reconciliation.

³³ Liberty Report at 14.

³⁴ Liberty Report at 14.

³⁵ Liberty Report at 15.

³⁶ *Id.*

³⁷ *Id.*

There was much discussion at the workshop about the fact that Liberty did not reconcile Covad's performance data. This did not occur because Covad consistently ignored Liberty's requests for source information. As described at the beginning of this pleading, all parties were required to provide Liberty with source documents for its review by September 28, 2001. Qwest provided its RSOR data, which according to Mr. Stright, contained substantial information about the underlying specifics of each order included or excluded from the data.³⁸ Covad on the other hand, provided nothing of substance on September 28 as required. Liberty then issued data requests to Covad to get additional information. Covad again provided nothing. Finally, on December 3, 2001 – the day the Arizona report issued – Qwest received Covad documentation for 34 line sharing orders. Covad still provided no information on 2-wire non-loaded loops and only a fraction of its line sharing data.

Covad may now claim that it is important for Liberty to go back and reconcile its data. Qwest would vigorously oppose such a request. The time has come and gone for Covad to provide such information. Qwest should not be punished for Covad's failure to adhere to the schedule. The ACC should base its decision on the information in the record that was provided on a timely basis.

J. WorldCom and Qwest's Data Agrees in Virtually All Respects.

Although WorldCom raised issues with Qwest's performance data at the workshop, the Liberty Report showed that WorldCom agreed with Qwest's performance data in virtually every respect. These findings should provide the ACC with comfort that Qwest's data is accurate and reliable.

III. CONCLUSION

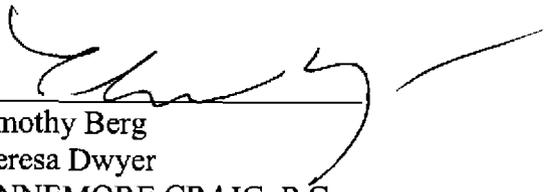
³⁸ Transcript at 292.

Liberty Consulting concluded that Qwest's performance data is "accurate in all material respects." In two performance measure audits, Liberty and CGE&Y both found Qwest's performance data to be accurate and reliable. The data is now more than ready for the Commission to evaluate it and determine whether Qwest's performance is sufficient for checklist satisfaction. Qwest respectfully requests that the ACC take notice of the outstanding work performed by Liberty Consulting and consider Qwest's performance data accordingly.

Dated this 18th day of January, 2002.

Respectfully submitted,

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