

1

BEFORE THE WASHINGTON UTILITIES AND

2

TRANSPORTATION COMMISSION

3

In the Matter of the )  
Investigation into )

4

U S WEST COMMUNICATIONS, INC.'s ) Docket No. UT-003022  
) Volume XXXI  
Compliance with Section 271 of ) Pages 4415 to 4608  
the Telecommunications Act of )  
1996 )

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-----)  
In the Matter of )

8

) Docket No. UT-003040  
U S WEST COMMUNICATIONS, INC.'s ) Volume XXXI  
) Pages 4415 to 4608

9

Statement of Generally )  
10 Available Terms Pursuant to )  
Section 252(f) of the )  
11 Telecommunications Act of 1996 )  
\_\_\_\_\_)

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A Workshop in the above matters was held on

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July 12, 2001, at 8:30 a.m., at 1300 South Evergreen

15

Park Drive Southwest, Room 206, Olympia, Washington,

16

before Administrative Law Judge ANN RENDAHL.

17

The parties were present as follows:

18

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

20

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

22

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

24

Joan E. Kinn, CCR, RPR

25

Court Reporter

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1 AT&T, by SARAH KILGORE, Attorney at Law, and  
2 by STEVEN H. WEIGLER, Attorney at Law, and by DOMINICK  
3 SEKICH, Attorney at Law, and via bridge line by REBECCA  
4 DECOOK, Attorney at Law, 1875 Lawrence Street, Suite  
5 1575, Denver, Colorado 80202.

6 QWEST CORPORATION, by KARA M. SACILOTTO,  
7 Attorney at Law, 607 - 14th Street Northwest,  
8 Washington, D.C. 20005, and by CHARLES W. STEESE,  
9 Attorney at Law, 1801 California Street, 49th Floor,  
10 Denver, Colorado 80202, and by LISA ANDERL, Attorney at  
11 Law, 1600 Seventh Avenue, Suite 3206, Seattle,  
12 Washington 98191.

13

14 ELECTRIC LIGHTWAVE, INC.; XO WASHINGTON,  
15 INC.; and TIME-WARNER TELECOM OF WASHINGTON, via bridge  
16 line by GREGORY J. KOPTA, Attorney at Law, Davis,  
17 Wright, Tremaine, LLP, 1501 Fourth Avenue, Suite 2600,  
18 Seattle, Washington 98101.

19 COVAD COMMUNICATIONS COMPANY, by MEGAN  
20 DOBERNECK, Attorney at Law, 7901 Lowry Boulevard,  
21 Denver, Colorado 80230.

22 RHYTHMS LINKS, INC., by DOUGLAS HSIAO,  
23 Attorney at Law, 9100 East Mineral Circle, Englewood,  
24 Colorado 80218.

25 ALSO PRESENT:

26 KAREN STEWART, Qwest  
27 JEFF HUBBARD, Qwest  
28 JAMAL BOUDHAOUIA, Qwest  
29 CHRIS VIVEROS, Qwest  
30 JEAN M. LISTON, Qwest  
31 BARRY ORREL, Qwest  
32 DENNIS PAPPAS, Qwest  
33 CINDY MCCALL, WorldCom  
34 T.D. HYUNH, WorldCom  
35 MICHAEL ZULEVIC, Covad  
36 MINDA CUTCHER, Covad  
37 KEN WILSON, AT&T  
38 DAVID REILLY, Rhythms Links  
39 DAVE DITTEMORE, Commission Staff  
40 BETH REDFIELD, Commission Staff

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

2 JUDGE RENDAHL: We're here on Thursday, July  
3 12th, on the fourth day of our fourth workshop in the  
4 Section 271 SGAT proceeding here in Washington state.  
5 My name is Ann Rendahl. I'm the Administrative Law  
6 Judge presiding over the proceeding. We have some  
7 people on the bridge line. Could you please identify  
8 yourself for the record.

9 MR. KOPTA: This is Greg Kopta from the law  
10 firm Davis Wright Tremaine.

11 JUDGE RENDAHL: Thank you, Mr. Kopta.

12 MS. DECOOK: Becky DeCook, AT&T.

13 JUDGE RENDAHL: Good morning, Ms. DeCook.

14 MS. DECOOK: Good morning.

15 JUDGE RENDAHL: And I think the parties  
16 around the table are fairly the same, but for the  
17 benefit of those on the bridge line, if we can just go  
18 around the table briefly and identify who is here  
19 starting with Ms. Kilgore.

20 MS. KILGORE: That is Sarah Kilgore for AT&T.  
21 I have with me Ken Wilson.

22 JUDGE RENDAHL: Thank you. And Ms. Doberneck  
23 is not here at the moment, but she is here for Covad,  
24 and with her is?

25 MR. ZULEVIC: Mike Zulevic.

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1 MS. CUTCHER: Minda Cutcher.  
2 JUDGE RENDAHL: Thank you.  
3 Ms. Hopfenbeck.  
4 MS. HOPFENBECK: Ann Hopfenbeck for WorldCom,  
5 and with me is Cindy McCall.  
6 MS. SACILOTTO: Kara Sacilotto from Perkins  
7 Coie on behalf of Qwest, and with me is Jeff Hubbard of  
8 Qwest, Jean Liston of Qwest, Chris Viveros of Qwest.  
9 JUDGE RENDAHL: And we have Dave Griffith of  
10 Staff.  
11 MR. GRIFFITH: Dave Griffith, Commission  
12 Staff.  
13 JUDGE RENDAHL: Thank you.  
14 MR. GRIFFITH: Also Dave Dittmore of  
15 Commission Staff and Beth Redfield of Commission Staff.  
16 JUDGE RENDAHL: Thank you.  
17 MR. HSIAO: I'm Douglas Hsiao with Rhythms  
18 Links, and later today, David Reilly also of Rhythms  
19 Links.  
20 JUDGE RENDAHL: Thank you. Before we get  
21 started with the remaining issues on loops, there were a  
22 few issues that we discussed off the record, and the  
23 first had to do with spectrum management.  
24 Ms. Hopfenbeck, do you wish to relate that,  
25 how we plan to proceed on spectrum management.

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1 MS. HOPFENBECK: This is important for you to  
2 hear. The question was asked of me of whether WorldCom  
3 was prepared to address and contextualize its issues on  
4 spectrum management first thing this morning, and I  
5 suggested that if there were questions, going to be  
6 questions for Mr. Reilly this afternoon, we should do it  
7 at the same time that Mr. Reilly testifies. The Judge  
8 then asked Qwest and the other parties whether they did  
9 have any questions for Mr. Reilly, and everyone said no,  
10 that they were going to rely on the record in the  
11 multistate. And I believe based on that, we're going to  
12 go forward and tie up what we can on issue 10.

13 MR. HSIAO: That's fine with Rhythms.

14 JUDGE RENDAHL: Okay. And I also understand  
15 Ms. Doberneck has a statement about resolving various  
16 spectrum issues, which she can make when we get to the  
17 issue.

18 Ms. Sacilotto, did you have a --

19 MS. SACILOTTO: No, it's just if there's  
20 going to be something additional, if she's fine with  
21 everything incorporating the seven state record, that's  
22 fine. We'll need a process if there's going to be some  
23 deviation from that.

24 JUDGE RENDAHL: We will address that when we  
25 get to it.

04422

1           I also stated off the record that we are  
2 required to resolve the terms and conditions on  
3 microwave collocation in this proceeding. The  
4 Commission in its orders in Docket UT-003013 has  
5 requested that we do so. Qwest has developed the terms  
6 and conditions and filed them with the June 29th SGAT  
7 and has also excerpted them and provided them to the  
8 Commission in the 003013 docket.

9           I understand from our conversations here on  
10 the record this week on Monday that Teligent and WinStar  
11 find that those terms and conditions to be acceptable.  
12 AT&T requested the opportunity to review those and  
13 comment back on them. Ms. Friesen is prepared to do  
14 that next week when she comes back. But I am aware that  
15 because Staff is in an advisory role that they have some  
16 questions about the terms and conditions, and we would  
17 like to figure out a time that's appropriate to have  
18 staff address their concerns in this forum so that Qwest  
19 and other parties are aware of those concerns so that we  
20 can resolve this next week. So I have asked  
21 Ms. Sacilotto, and she has asked her assistants to have  
22 find out when is an appropriate time for Qwest to hear  
23 these concerns, so we will bring that up at a break.

24           And she has also -- Ms. Friesen is also  
25 circulating an exhibit, Exhibit 841, that we discussed



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1 on Monday, and will make Mr. Tade available by telephone  
2 on the 18th at 9:00 in the morning. And I think that  
3 resolves all the preliminary issues that we had.

4 Ms. Doberneck.

5 MS. DOBERNECK: Yes, with regard to loop 10  
6 relating to spectrum, Covad considers -- Covad does not  
7 have an objection and considers this issue closed with  
8 regard to importing the multistate transcript on the  
9 spectrum issues. As I have mentioned previously, we  
10 would -- it's subject to our review. We would like to  
11 have our guy who deals with spectrum issues just speak  
12 off line with Mr. Reilly of Rhythms, who is their  
13 expert, on spectrum management. And subject to that  
14 discussion, we would consider it closed.

15 JUDGE RENDAHL: Is that acceptable to you,  
16 Mr. Hsiao?

17 MR. HSIAO: Yes.

18 JUDGE RENDAHL: Okay. All right, well, I  
19 think the first issue that we need to deal with to close  
20 out the loops issues is loop issue 10. So,  
21 Ms. Hopfenbeck, do you want to start out, start this  
22 discussion, or is there something that Qwest needs to  
23 start with?

24 MS. HOPFENBECK: I'm actually happy to start  
25 with it. First of all, I'm going to take the easy one,

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1 which is there are actually four issues that WorldCom  
2 raised, a couple of which aren't really reflected, I  
3 think, or one of which is not adequately reflected on  
4 the issues list, but I will get to that in a moment.

5           One of the issues that WorldCom raised has to  
6 do with management of spectrum exhaust in a  
7 competitively neutral manner. And as I understand  
8 Ms. Liston's testimony, her rebuttal testimony, Qwest is  
9 willing to commit to handling spectrum exhaust in a  
10 competitively neutral manner as recommended by WorldCom.  
11 And I wanted to just ask Qwest, you didn't go so far as  
12 to accept WorldCom's proposed language, and I wanted to  
13 ask you, was that because you consider there to be  
14 language in the SGAT that covers that, and if so, where,  
15 and maybe we just missed it? And if not, would you be  
16 receptive to adding the language that WorldCom proposed?

17           MS. LISTON: We didn't change into the SGAT  
18 language at this time because the spectrum issue was so  
19 up in the air, and there has been so much discussion in  
20 terms of what will actually happen with spectrum. The  
21 exhaust issue is -- will be handled in a competitive  
22 manner. I know I have heard stories from other ILECs  
23 where there is a different policy where, you know, if  
24 there is two servers, then you just -- you're banned  
25 from putting service in. That's not what Qwest is doing

04425

1 right now. We're not screening up front and saying,  
2 sorry, you can't come in. So if there's facilities  
3 available, we will assign them, and that's part of the  
4 overall assignment process, to go through our TIs are  
5 kind of pulled out to the side and isolated from the  
6 other services, so we're not doing that up front  
7 screening and rejecting orders.

8 I will look and see if there's something that  
9 we can tag onto in the SGAT. But really because the  
10 SGAT was in such flux on spectrum that's the reason why  
11 I did not make any changes at this time on spectrum  
12 language.

13 MS. HOPFENBECK: In light of that, what I  
14 would suggest is that this issue of whether the SGAT  
15 needs to contain explicit commitment to handle spectrum  
16 exhaust in a competitively neutral manner be flagged.

17 JUDGE RENDAHL: Can you repeat that issue so  
18 that I can --

19 MS. HOPFENBECK: Whether the SGAT needs to  
20 contain explicit commitment that Qwest will handle  
21 spectrum exhaust in a competitively neutral manner ala  
22 WorldCom's suggestion. I would like to flag that issue  
23 as -- I don't know quite -- I don't want to put it -- I  
24 don't think it's completely at impasse.

25 MS. SACILOTTO: Can we --

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1 MS. HOPFENBECK: It's agreed in principle. I  
2 guess no, but whether to include the language is not,  
3 excuse me, maybe we ought to go off --

4 JUDGE RENDAHL: Let's go off the record.

5 (Discussion off the record.)

6 JUDGE RENDAHL: While we were off the record,  
7 we determined that this issue of exhaust will be a  
8 Qwest/WorldCom take back, and we will include in this  
9 issue sub issue 4 on Washington loop issue 10.

10 And Ms. Hopfenbeck is going to discuss  
11 WorldCom's other issues on spectrum at this point.

12 MS. HOPFENBECK: Okay. Then since we have  
13 just been talking about 9.2.6 and the record on that  
14 that's being imported from the multistate, WorldCom's  
15 second issue is we labeled that as provisioning of PSD  
16 mask information, and in our testimony we argued that we  
17 don't think that the CLEC should be required to provide  
18 that PSD mask information, and I just wanted to  
19 highlight the fact that that is the same issue that is  
20 reflected in number 10.1, number one of ten. PSD mask  
21 information is essentially the disclosure of NC/NCI  
22 codes. Let's reference that, and I just wanted to tie  
23 those two together.

24 JUDGE RENDAHL: Is that PSD as in dog or PST  
25 as in tag?

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1 MS. HOPFENBECK: PSD as in dog.

2 JUDGE RENDAHL: Thank you.

3 MS. HOPFENBECK: And so that issue is at  
4 impasse.

5 Now then there's another broader issue that I  
6 don't think is encompassed in what's reflected in  
7 Washington loop 10, and perhaps we could make progress  
8 here today. And that is that, and I will point you to  
9 the provisions that really reflect this, WorldCom has an  
10 issue entitled order processing, and it's related to  
11 SGAT Section 9.2.2.3.2.

12 JUDGE RENDAHL: Can you repeat that SGAT  
13 Section, please.

14 MS. HOPFENBECK: 9.2.2.3.2.

15 JUDGE RENDAHL: Thank you.

16 MS. HOPFENBECK: And then we have another  
17 issue that we have identified related to 9.2.2.7, and we  
18 entitled that spectrum compatibility.

19 JUDGE RENDAHL: So you have two issues that  
20 are not listed on the issues log here, one called order  
21 processing and the other called?

22 MS. HOPFENBECK: Actually, not quite right.  
23 I'm talking about one issue now, and both the discussion  
24 which we entitled order processing that impacts  
25 9.2.2.3.2 and the issue spectrum compatibility that we

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1 associated with Section 9.2.2.7 raised the same,  
2 essentially the same issue, and I'm going to describe  
3 it.

4           And that is that WorldCom is concerned that  
5 Qwest -- both of these provisions state that Qwest will  
6 make a determination when the CLEC places an order for  
7 an aDSL capable loop on the one hand, that's 9.2.2.3.2,  
8 or more broadly BRI ISDN, xDSL-1, DS1, DS3 capable and  
9 aDSL capable loops as addressed in 9.2.2.7. Both of  
10 those provisions contemplate that Qwest upon receipt of  
11 the order will make the judgment that the loop is not  
12 capable or not compatible with the service that the CLEC  
13 is seeking.

14           And WorldCom has a concern about Qwest making  
15 that judgment, and that's really the basis of our  
16 objection to these two provisions, that we essentially  
17 don't want to be having Qwest tell us, and for example,  
18 with 9.2.2.3.2, this states:

19           If no copper facility needing the  
20           technical parameters of the NC/NCI code  
21           as specified by CLEC is available, then  
22           Qwest will reject the order.

23           Now our concern is first of all, we don't  
24 want to provide the NC/NCI codes, I mean and they're  
25 sort of related. The thing is that we don't want Qwest

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1 deciding for us that they don't have a copper facility  
2 that would allow us to provision xDSL service.  
3 Essentially we want to know what the facilities are out  
4 there, and we want to determine whether we think we can  
5 make it work. We don't believe that they necessarily  
6 would make the same judgment that we would make that a  
7 loop is compatible or not with what we want to do. And  
8 so we have a concern about any provisions that based on  
9 our order just give Qwest -- put in Qwest's hands the  
10 judgment as to whether to reject or not.

11 So that's essentially the issue, and I -- and  
12 what I would like to do is I -- I would like to suggest  
13 that we talk off line to see if there's a way we might  
14 resolve this, because I would think that this shouldn't  
15 be that controversial. I mean we might be able to come  
16 up with language that, you know, we -- that would make  
17 this work so that you're not outright rejecting our  
18 orders.

19 JUDGE RENDAHL: Okay, would you like to go  
20 off the record now to discuss this, or Ms. Sacilotto or  
21 Ms. Liston, do you want to make some comment on the  
22 record?

23 MS. SACILOTTO: I would like to confer with  
24 my client.

25 JUDGE RENDAHL: Before you have any

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1 discussions on this?

2 MS. SACILOTTO: Yes.

3 JUDGE RENDAHL: Okay, well, I have one  
4 clarifying question for Ms. Hopfenbeck then before we  
5 move on off this issue. And that is this issue you have  
6 just discussed about spectrum compatibility and order  
7 processing, this is not on the list here.

8 MS. HOPFENBECK: That's right.

9 JUDGE RENDAHL: So this is maybe issue 5?

10 MS. HOPFENBECK: It think it was discussed --  
11 probably it was discussed at the multistate to some  
12 extent.

13 MR. HSIAO: Ann, you basically explained our  
14 entire issue, so our issue kind of got chopped up into  
15 three different issues, but really our whole proposal is  
16 designed to address that, that entire situation, so I'm  
17 not sure that off line discussions are going to --

18 MS. HOPFENBECK: Okay, get us anywhere.

19 MR. HSIAO: Yeah.

20 MS. HOPFENBECK: Just thought I would try.  
21 But the thing is that these three issues didn't capture  
22 that broader concept, and so I wanted to really tie that  
23 together.

24 JUDGE RENDAHL: Okay, so this is an  
25 overriding concern that captures issues 1, 2, and 3



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1 under sub 10, but for purposes of our issues log, can I  
2 make it issue 5 just to make it clear?

3 MS. HOPFENBECK: I would like to do that so  
4 that we don't lose sight of that overriding concern.

5 JUDGE RENDAHL: Okay.

6 MS. LISTON: Just one clarifying piece of  
7 information. In 9.2.2.3.2, when we're talking about the  
8 NC/NCI codes here, those are the order provisioning  
9 codes to say you're requesting a two wire non-loaded  
10 loop or any other type of loop, so this is the -- this  
11 is the NC/NCI that's going on the LSR today to specify  
12 the specific type of service that you're purchasing, and  
13 I don't know --

14 MS. HOPFENBECK: We know.

15 MS. LISTON: Okay, that's fine.

16 MS. MCCALL: We're aware of that, but the  
17 NC/NCI codes are tied to a particular PSD mask.

18 MS. LISTON: These are not. We have not  
19 implemented any PSD mask NC/NCI codes in Qwest  
20 territory.

21 MS. MCCALL: I have a chart which indicates  
22 otherwise.

23 MS. LISTON: Okay.

24 JUDGE RENDAHL: Is that something that we  
25 need to --

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1 MS. MCCALL: That was received by Qwest, that  
2 Qwest gave to us, WorldCom.

3 JUDGE RENDAHL: Is that something we need to  
4 make a part of the record, or is that something you  
5 should discuss off line with one another?

6 MS. LISTON: In my testimony, there are the  
7 NC/NCI codes for spectrum density masks that have been  
8 approved by the -- that are approved industry standard  
9 NC/NCI codes that are the official PSD masks across the  
10 industry. Qwest has not deployed those codes yet within  
11 its territory, but they are already in the record in my  
12 testimony.

13 JUDGE RENDAHL: Are those the same,  
14 Ms. McCall, are you familiar with what's attached to  
15 Ms. Liston's testimony, is that the same thing you would  
16 have in your possession?

17 MS. MCCALL: I would have to compare them  
18 side by side.

19 MS. HOPFENBECK: We will do that, and if it's  
20 necessary -- if we think it's necessary to supplement  
21 the record with the chart, we will do that. I just  
22 wanted to add that we're aware that Qwest's ordering  
23 process requires us to put these codes, but that's  
24 probably part of the problem is that the ordering  
25 process kind of defines how you order the facility and

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1 then defines -- sort of predefines how Qwest will make  
2 the judgments.

3           Whereas I mean the CLECs want more  
4 flexibility here in terms of -- I mean we recognize that  
5 there are times when given the facility we might -- we  
6 have to be flexible in terms of what flavor or how we  
7 provision DSL service, and our concern is that when we  
8 have to -- when we're required to specify an NC/NCI code  
9 that that then doesn't -- we don't end up with the  
10 information we need by just getting that order rejected,  
11 which is to essentially look at the facility you do have  
12 available and make the judgment, oh, well, we can't do  
13 it this way, but we can do it this way.

14           MR. HSIAO: This is Doug with Rhythms. I  
15 just had a follow up to Ms. Liston on this. Are you  
16 aware, one of the new things that is in our testimony  
17 that we filed here in Washington is that NRIC, which is  
18 the body that is implementing the T1.417 standard has  
19 actually abandoned or recommended the abandonment of the  
20 NC/NCI code. Are you aware of this proposal that NRIC  
21 has drafted?

22           MS. LISTON: No, I'm not.

23           MS. SACILOTTO: This is just -- is this at a  
24 proposal stage? It's sounding like it from what you're  
25 saying.

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1           MR. HSIAO: I'm not positive. It is in our  
2 testimony what state it is in right now, but it's an  
3 actual -- it was proposed by a group of ILECs, I think  
4 BellSouth and one other ILEC.

5           JUDGE RENDAHL: Okay, have we concluded the  
6 extent that we can discuss this overriding issue on  
7 order processing and spectrum compatibility that we have  
8 described as issue 5?

9           And again, we will consider -- will that be  
10 an impasse, or is that a take back at all?

11          MS. HOPFENBECK: It's up to Qwest, but I  
12 believe it's impasse.

13          JUDGE RENDAHL: Okay.

14          MS. SACILOTTO: I believe that's correct.

15          JUDGE RENDAHL: Okay. So are we now going to  
16 go through issues 1, 2, and 3, is that -- or are there  
17 additional issues that WorldCom has besides what's on  
18 this?

19          MS. HOPFENBECK: No, I don't think it's  
20 necessary, from WorldCom's perspective, it's not  
21 necessary to discuss Washington issue 10 any further.  
22 What I wanted to do was make sure that it was clear on  
23 this record that the issues we were addressing in our  
24 testimony were related to and, you know, very much the  
25 same as the issues that are being addressed in the

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1 multistate just because we're talking about these things  
2 slightly differently and we have presented the issues  
3 slightly differently.

4 JUDGE RENDAHL: So by incorporating the  
5 multistate transcript, which we have agreed to do, and  
6 the testimony and discussion that we have had today, you  
7 believe that will provide us with sufficient information  
8 to understand the issue?

9 MS. HOPFENBECK: I do.

10 JUDGE RENDAHL: Mr. Hsiao and Mr. Wilson, do  
11 you feel the same?

12 MR. HSIAO: Yes, for Rhythms we're  
13 comfortable going to briefing on this impasse issue.

14 JUDGE RENDAHL: Okay.

15 Mr. Wilson.

16 MR. WILSON: Just a quick comment. I don't  
17 remember exactly the long discussion in the multistate.  
18 I just wanted to make clear that AT&T supports the  
19 Rhythms language. We proposed some language in our  
20 comments, but we would bow to the Rhythms language as  
21 being more complete and comprehensive and I think  
22 forward looking in what it proposes. And if that's not  
23 clear in the multistate transcript, I just wanted to  
24 clarify that here.

25 JUDGE RENDAHL: Okay.

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1                   And, Ms. Doberneck, you support -- or I will  
2 just let you state whatever comments you might have.

3                   MS. DOBERNECK: Yes, Covad supports Rhythms'  
4 position on spectrum management.

5                   MS. HOPFENBECK: And to make it clear,  
6 WorldCom has also proposed language in its discussion of  
7 spectrum compatibility but would -- but rather than that  
8 language, supports Rhythms' language.

9                   JUDGE RENDAHL: Okay, and the Rhythms'  
10 language appears in Mr. Reilly's testimony or in the  
11 seven state transcript?

12                   MR. HSIAO: It's actually Exhibit 1 to  
13 Mr. Reilly's testimony.

14                   JUDGE RENDAHL: Okay.

15                   MR. HSIAO: I don't know whether we should  
16 mark that as a separate exhibit for this proceeding.

17                   MS. SACILOTTO: I didn't get that. I thought  
18 Exhibit 1 was like a little paper thing.

19                   JUDGE RENDAHL: Okay, let's be off the record  
20 for a moment.

21                   (Discussion off the record.)

22                   JUDGE RENDAHL: While we were off the record,  
23 we determined that it is exhibit, what's been marked as  
24 Exhibit 979 to Mr. Reilly's testimony. So let's,  
25 because it's been marked --

04437

1 MS. DECOOK: Your Honor.

2 JUDGE RENDAHL: Is this Ms. DeCook?

3 MS. DECOOK: Becky DeCook, AT&T. Just to  
4 comment on the spectrum management language that AT&T  
5 has agreed to and supports, we support, I think, the  
6 language that Rhythms proposed in 9.2.6.1 through 4. I  
7 think in the multistate, the parties worked through  
8 language on 9.2.6.5 to the end, and that's reflected in  
9 Qwest's SGAT. And the only modification I have to that  
10 statement is I believe in the multistate in 9.2.6.5, the  
11 parties agreed, let's see, in the -- if you have that  
12 section in front of you, it's in the fifth line.

13 JUDGE RENDAHL: Okay, can you --

14 MS. DECOOK: The parties had agreed to a  
15 cross reference to the sections above.

16 JUDGE RENDAHL: Ms. DeCook --

17 MS. DECOOK: Whether it's Rhythms' language  
18 or the Qwest language that is adopted as opposed to the  
19 reference there that says that the party will take  
20 action to bring its facilities technology into  
21 compliance with industry standards.

22 JUDGE RENDAHL: Ms. DeCook.

23 MS. DECOOK: I think the intent was that  
24 rather than saying into compliance with industry  
25 standards that the cross reference would be back to I

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1 believe it would be 9.2.6.1.

2 JUDGE RENDAHL: Ms. DeCook, can you hear us?

3 Ms. DeCook?

4 MS. STRAIN: It sounds like she's gone.

5 JUDGE RENDAHL: Okay, well, I didn't fully

6 gather everything she was saying, so I'm hoping she

7 comes back on. I understood her to say that from

8 Section 9.2.6.5 that --

9 Ms. DeCook, are you there?

10 MS. DECOOK: I got cut off.

11 JUDGE RENDAHL: Okay, well, we also -- you

12 couldn't hear us.

13 MS. DECOOK: I know, when my mute is on, I

14 can't hear anybody else. When I turn my mutes off, I

15 can't hear anybody else.

16 JUDGE RENDAHL: Okay, well, you lost many of

17 us, I think, in your recitation, so I just want to go

18 through with you what it was that you were explaining.

19 MS. SACILOTTO: I can help here, because I

20 think I recall this discussion and why this provision

21 was changed to what it was.

22 JUDGE RENDAHL: Okay, before we get there

23 though, I understood you to say, Ms. DeCook, that within

24 Section 9.2.6 on spectrum management that's in the SGAT

25 lite filed on July 2nd, that from Section 9.2.6.5 to the



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1 end of the section incorporates changes made in the  
2 multistate workshop; is that correct?

3 MS. DECOOK: I believe so, with the exception  
4 of 9.2.6.5.

5 JUDGE RENDAHL: Okay, so starting with  
6 9.2.6.6 then?

7 MS. DECOOK: Yes.

8 JUDGE RENDAHL: Okay. And so then Sections  
9 9.2.6.1 up through 9.2.6.5, AT&T would support any  
10 Rhythms language that was not incorporated; is that my  
11 understanding?

12 MS. DECOOK: Not entirely. I think the  
13 dispute is between the Qwest language versus the Rhythms  
14 language for 9.2.6.1 through 9.2.6.4. The dispute on  
15 9.2.6.5, maybe this is not an impasse dispute, but I  
16 believe in that section we had agreed in the multistate  
17 on line 5 where it says, into compliance with industry  
18 standards, that the cross reference would not be to with  
19 industry standards but rather would be to a prior  
20 section of 9.2.6.

21 JUDGE RENDAHL: Okay.

22 Ms. Sacilotto, is that --

23 MS. DECOOK: And it would just depend on  
24 whose language you selected as to which provision you  
25 would cross reference.

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1 JUDGE RENDAHL: Ms. Sacilotto, is that what  
2 you would have said before I interrupted you?

3 MS. SACILOTTO: Oh, no, you didn't.

4 Slightly different. When we were in the  
5 multistate, that is correct. This provision stated,  
6 will bring facilities technology into compliance with  
7 section and then we left it blank, it said section  
8 blank. And the idea was that the facilitator would  
9 decide how to fill in the blank.

10 We then went to the Arizona workshop and  
11 discussed this, and the facilitator in Arizona said,  
12 well, you got this blank, this section blank, I would  
13 think you would want to propose some language and fill  
14 in the blank. And so we said, okay, we will fill in the  
15 blank. And so we tried to fill in the blank with  
16 something that was, you know, what we were, you know,  
17 something -- not the section, because that was blank,  
18 and so we put in, with industry standards.

19 And we have kept that in there coming forward  
20 here, and it's -- that was -- we just sort of got caught  
21 between different commissions and how they wanted to  
22 deal with the various housekeeping measures, so.

23 MS. DECOOK: Well, that's not quite my  
24 recollection. My recollection was that we advised the  
25 facilitator in Arizona that we would fill in the blank

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1 in our briefs. I don't recall having reached a specific  
2 agreement on what we would fill in the blanks with in  
3 Arizona in the workshop itself.

4 I think the problem is that we -- my  
5 understanding is when we had the discussion in the  
6 multistate, there was a difference of opinion as to what  
7 the industry standard was and whether it was limited to  
8 what Qwest contends it should be limited to or whether  
9 it was the broader set of guidelines that Rhythms was  
10 proposing.

11 JUDGE RENDAHL: Well, along with other issues  
12 that you all might be discussing off line, I would hope  
13 that this is one thing that you all can try to tie up  
14 the ends on.

15 MS. SACILOTTO: Can I just ask Becky a  
16 question, because I don't know that I will be talking  
17 with her specifically off line.

18 Becky, is what you are looking for to have it  
19 say, in compliance with section blank again?

20 MS. DECOOK: That would be my suggestion.

21 MS. SACILOTTO: Okay.

22 MS. DECOOK: That's what I think we all  
23 agreed to.

24 MS. SACILOTTO: I was just trying to make  
25 Haygood happy.

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1 MS. DECOOK: Well, he's not here, so.  
2 JUDGE RENDAHL: I assume Mr. or Ms. Haygood  
3 is a witness?  
4 MS. DECOOK: No, he's the facilitator in  
5 Arizona.  
6 MS. SACILOTTO: He didn't like that blank.  
7 MS. DECOOK: I don't have any objection to  
8 this being the subject of discussions off line to see if  
9 we can come up with some solution.  
10 MS. SACILOTTO: Subject to check, I think  
11 we're going to be fine with going back with section  
12 blank, but let me -- if we have a problem with section  
13 blank, I will let you all know.  
14 JUDGE RENDAHL: Okay.  
15 Ms. Liston had a comment and then Mr. Hsiao.  
16 MS. LISTON: I was just going to say the same  
17 thing, we will go back to section blank.  
18 JUDGE RENDAHL: Okay.  
19 Mr. Hsiao.  
20 MR. HSIAO: I think one of the problems might  
21 be that I worked -- that Rhythms' proposal worked from a  
22 version that preceded the Arizona and the multistate  
23 version, so maybe -- I'm sure I could sort of go off  
24 line with Ms. DeCook or with Qwest and at least get it  
25 down to where there are only two versions that this

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1 Commission needs to look at.

2 JUDGE RENDAHL: That would be helpful.

3 Okay, I think the only thing we need to do  
4 now on spectrum management, unless I'm not  
5 understanding, is to offer and determine the  
6 admissibility of Mr. Reilly's testimony and exhibits.  
7 Since he's not, my understanding is he's not going to be  
8 calling in this afternoon based on the discussion this  
9 morning, we still need to deal with his testimony that's  
10 been pre-filed.

11 MS. SACILOTTO: Well, we want to -- in our  
12 off line discussions, I do want to make sure that we're  
13 not going to have questions for Mr. Reilly this  
14 afternoon. It might be that we do in light of some of  
15 the discussions that we have had here this morning, and  
16 so we might have some questions for Mr. Reilly.

17 I just have one question for Doug because I  
18 don't think I -- and it just might be my own -- didn't  
19 print out everything, I don't have the language. Is it  
20 the same language you all proposed in the multistate?

21 MR. HSIAO: Yes, it is.

22 MS. SACILOTTO: Okay.

23 JUDGE RENDAHL: Even if you do want to pose  
24 questions to Mr. Reilly, can we deal with his testimony  
25 and exhibits this morning?

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1 MS. SACILOTTO: Absolutely.

2 JUDGE RENDAHL: Okay.

3 Are you offering Mr. Reilly's testimony and  
4 exhibits, Mr. Hsiao?

5 MR. HSIAO: Yes, we're offering Mr. Reilly's  
6 direct testimony and two exhibits attached to his  
7 testimony.

8 JUDGE RENDAHL: Actually, now that I'm  
9 looking at this, there are actually three. There's the  
10 SGAT section and two additional exhibits, so Exhibit  
11 978-T, 979, 980, and 981, so I misspoke earlier, I  
12 apologize.

13

14 (The following exhibits were identified in  
15 conjunction with the testimony of DAVID  
16 REILLY: Exhibit 978-T is Declaration of  
17 David Reilly (Rhythms Links) 6/7/01 (DR-1T).  
18 Exhibit 979 is SGAT Section 9.2.6 (DR-2).  
19 Exhibit 980 is Potential Degradation from T-1  
20 (DR-3). Exhibit 981 is Spectral  
21 Compatibility Issues of Intermediate Drivers  
22 (DR-4).

23

24 JUDGE RENDAHL: Are there any objections to  
25 admission of the testimony and exhibits?

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1                   Hearing nothing, they will be admitted.

2                   Let's be off the record for a moment.

3                   (Discussion off the record.)

4                   JUDGE RENDAHL: While we were off the record,  
5 we were discussing where we're proceeding now.

6 Ms. Kilgore has a housekeeping matter she would like to  
7 address on Washington loop issue 7.

8                   MS. KILGORE: Yes. When we were talking  
9 about this issue yesterday, there was a question as to  
10 whether AT&T would present proposed SGAT language  
11 regarding minor inconsistencies and address validation.  
12 We have taken this back, and the determination is that  
13 we will not be presenting proposed SGAT language. So  
14 from my perspective, that leaves loop 7 as deferred to  
15 the OSS test. I think that's the ROC test.

16                   JUDGE RENDAHL: Okay, so that's fine with  
17 Qwest?

18                   Okay, thank you, Ms. Kilgore.

19                   MS. HOPFENBECK: Can I just get clarification  
20 about when you say it's deferred to the ROC test, is it  
21 going to be deferred in this proceeding to that whatever  
22 process we have to review the ROC test results, or are  
23 you deferring it to the test itself?

24                   MS. DECOOK: Ann, this is Becky, I think it's  
25 both.

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1 MS. HOPFENBECK: Okay.

2 MS. DECOOK: Because it's not entirely clear  
3 whether it will be picked up as part of the ROC test.  
4 And what we agreed to do in the multistate is to see if  
5 it is picked up in the scenarios that are reviewed in  
6 the ROC test. If we still have problems that we're  
7 encountering, we will raise them in the performance  
8 workshop.

9 MS. HOPFENBECK: Thanks, Becky, that's what I  
10 thought, but I wasn't sure.

11 MS. SACILOTTO: Well, since there hasn't been  
12 a determination on if there's going to be a performance  
13 workshop, I have to lodge an objection to that part of  
14 it, but I would agree that this is going to be addressed  
15 by the ROC in evaluating the address validation tool,  
16 which is part of the third party ROC test, and we have  
17 already had discussions yesterday about some of the test  
18 incident reports that are related to address validation,  
19 so I can go with part A, but I can't go with part B of  
20 what Ms. DeCook said.

21 JUDGE RENDAHL: At this point, I think what  
22 we will do is register your objection and their  
23 proposal, and depending on what happens in the follow-up  
24 workshop here on determination of future process, we  
25 will get there. Is that acceptable?



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1 MS. SACILOTTO: I believe so.

2 JUDGE RENDAHL: Okay. Thank you,

3 Ms. Kilgore.

4 So can we proceed now to loop issue 11

5 concerning SGAT Exhibit C?

6 MS. HOPFENBECK: Before we get into this, can

7 I make a housekeeping change to WorldCom's testimony on

8 this issue.

9 JUDGE RENDAHL: Yes.

10 MS. HOPFENBECK: We actually addressed this

11 issue, but people probably didn't note it, because we

12 didn't describe it right. We have a section of our

13 testimony called FOC interval, and what we're really

14 talking about there is loop provisioning interval, that

15 is this issue, and the 15 days that was discussed there

16 is our recommendation for the maximum provisioning

17 interval when there's -- when they're doing loops with

18 conditioning.

19 MS. SACILOTTO: And that's what we provide.

20 JUDGE RENDAHL: Let's be off the record.

21 (Discussion off the record.)

22 (Recess taken.)

23 JUDGE RENDAHL: After our morning break,

24 we're here. Hopefully we can quickly go through issue

25 11 and any other remaining loop issues. We are going to

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1 continue until 12:30 and then break for lunch until  
2 2:00. Then at 2:30, we will have Commission Staff  
3 available to discuss off the record issues concerning  
4 microwave collocation. Then at 3:00, I understand we're  
5 going to have a Qwest witness, Mr. Boudhaouia, spelled?

6 MR. HSIAO: B-A-U-D-H-A-O-U-I-A.

7 JUDGE RENDAHL: B-A-U-D-H-A-O-U-I-A, okay,  
8 thank you, and Mr. Reilly from Rhythms Links. Thank  
9 you, Mr. Hsiao. Then we're going to attempt to get  
10 through everything today, loops, NIDs, line splitting.

11 So, Ms. Hopfenbeck, I understand your  
12 witness, Ms. Huynh, is here.

13 MS. HOPFENBECK: Yes.

14 JUDGE RENDAHL: So should we --

15 MS. HOPFENBECK: T.D. Huynh has arrived. She  
16 will be commenting on a variety of issues over the  
17 course of the next two days on behalf of WorldCom, Inc.

18 JUDGE RENDAHL: Ms. Huynh, would you stand  
19 please and state your name and spell your last name for  
20 the record, please.

21 MS. HUYNH: T.D. Huynh, last name spelled  
22 H-U-Y-N-H.

23 JUDGE RENDAHL: Thank you.

24 (Whereupon T.D. HUYNH was sworn as a witness  
25 herein.)

04449

1                   JUDGE RENDAHL: Thank you. All right, let's  
2 go forward. Who is going to -- I'm sorry, Ms. Anderl,  
3 you had an initial preliminary comment?

4                   MS. ANDERL: Yes, thank you, Your Honor,  
5 recognizing that you have a meeting scheduled with the  
6 commissioners this afternoon, I wanted to add something  
7 to our presentation on Monday with regard to the June  
8 29th SGAT filing.

9                   I know that there were concerns on the part  
10 of Staff and the parties with regard to being able to  
11 track the changes, and on Monday I believe I offered to  
12 provide a road map to the Washington compliance  
13 provisions part of that SGAT. What I have since learned  
14 is that we are also able as a part of that mapping to  
15 track compliance language from all jurisdictions,  
16 Washington as well as other states, and that the  
17 difficulty that we would have in mapping is mapping  
18 agreed language, because it's so fluid and evolutionary  
19 from one workshop or proceeding to another. But we do  
20 recognize the desire to be able to pull out from the  
21 redlined version and understand what changed and why,  
22 and so I just wanted to make it clear that we can do  
23 that, and we are in the process of preparing that.

24                   JUDGE RENDAHL: So that whatever road map you  
25 would provide would indicate which language pertains to

04450

1 which state, but not necessarily whether it's been  
2 agreed to or not?

3 MS. ANDERL: It would indicate whether the  
4 language was compliance language, and if so, what state  
5 it is compliance language for. And then the other  
6 changes, we believe, would just by default be agreed  
7 language. And it's that agreed language that we find it  
8 nigh on to impossible to track, because language is  
9 agreed in say a seven state workshop, but then two  
10 additional words are inserted in Washington, and then  
11 it's still agreed. And that kind of mapping, we have  
12 not been able to get our arms around how to do that.  
13 But the point of providing the SGAT to the parties would  
14 be to allow them to help us with that if they don't  
15 think anything in there is agreed if we're representing  
16 it as agreed.

17 JUDGE RENDAHL: So to the extent of the June  
18 29th SGAT, the sections that this Commission has already  
19 dealt with and has issued final orders on, the  
20 compliance language would track Washington's, or at  
21 least it's Qwest's position that it would track the  
22 ordered language in Washington and other states that  
23 have issued orders on those sections?

24 MS. ANDERL: Yes. If we have received an  
25 order and we have prepared compliance language in

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1 response to that order, that would be footnoted as such  
2 or in some other way mapped within the new SGAT. I  
3 believe the only exception to that is something that we  
4 detailed in cover pleading to the June 29th SGAT, and  
5 that is that for purposes of compliance with the  
6 reciprocal compensation provisions, we have proposed  
7 language that we believe complies with the FCC order,  
8 which has, of course, been entered subsequent to the  
9 development of the record in Workshop Number I for recip  
10 comp, and we have proposed that as the proper outcome.

11 JUDGE RENDAHL: Okay, thank you, Ms. Anderl.

12 MS. ANDERL: Thank you.

13 JUDGE RENDAHL: All right, let's now go to  
14 loop issue 11, which is SGAT Exhibit C. And as I  
15 understand it, that is contained in Exhibit 928 to  
16 Ms. Liston's testimony; is that correct?

17 MS. SACILOTTO: I believe so, yes.

18 JUDGE RENDAHL: Okay. Who wishes to start  
19 off on this?

20 Mr. Wilson.

21 MR. WILSON: Probably more efficient if I  
22 walk through the sub issues here. Looking at Exhibit C,  
23 I think there is some outstanding sections that we need  
24 to discuss. The first one would be Section A, which are  
25 intervals for two four wire analog voice grade and two

04452

1 wire analog distribution loop. And Qwest has five, six,  
2 and seven days on this particular type of service. And  
3 the AT&T business office thinks there should be shorter  
4 intervals.

5           However, Qwest now has the quick loop  
6 product, which is J, Item J, and we think that this  
7 would fill our needs if quick loop could be provided  
8 with number portability. Currently, our understanding  
9 is quick loop is only provided as a unbundled loop in  
10 itself without number portability. And if we can get  
11 that with portability, we could close this particular  
12 issue. So I think we need to hear from Qwest what the  
13 status is of providing quick loop with portability.

14           JUDGE RENDAHL: Okay.

15           Ms. Liston.

16           MS. LISTON: Qwest will make quick loop with  
17 number portability available. It is scheduled for an  
18 October release of IMA.

19           JUDGE RENDAHL: So Qwest is planning to make  
20 this available in October, quick loop plus number  
21 portability?

22           MS. LISTON: That's correct.

23           JUDGE RENDAHL: And are the intervals the  
24 same as in quick loop sub J on Exhibit C?

25           MS. LISTON: Just let me double check before

04453

1 I answer that. There is some discussion still on the  
2 quick loop intervals with number portability, and in  
3 terms of the 1 to 8 lines and then going up from there,  
4 we're still working through whether we will be able to  
5 do up to 24 lines loop plus number portability in three  
6 days. That piece has not been finalized. Right now,  
7 loop -- the number portability section of the SGAT gave  
8 a three day interval only for 1 to 7 lines. So number  
9 portability will only be available in three days for 1  
10 to 7 lines, although we were offering quick loop with  
11 just loops three days for everything. So there's still  
12 some work going on whether or not we can do all of the  
13 intervals with loop plus number portability in the three  
14 days. We will do the 1 to 8 in three days, and we're  
15 still working on the other ones.

16 JUDGE RENDAHL: Is that your understanding,  
17 Mr. Wilson?

18 MR. WILSON: This, well, this is kind of new.  
19 The discussion on differences in intervals is new to me.  
20 We discussed the date by which it would be available at  
21 the break. So I'm not sure if Becky is on the phone,  
22 how do you want to leave this particular item A?

23 JUDGE RENDAHL: Ms. DeCook.

24 MS. DECOOK: I think I heard Jean say 1 to 8  
25 would definitely be three days, and anything above is

04454

1 still under discussion.

2 MS. LISTON: That's correct, Becky.

3 MS. DECOOK: And when will it be determined  
4 as to what the interval will be for the 9 to 24?

5 MS. LISTON: I have not gotten an official  
6 date on that. I don't know.

7 MS. DECOOK: Well, it would help to get some  
8 indication as to that, and we would be happy to take  
9 this issue back and report back hopefully today. But if  
10 Qwest could also see if they can get some indication as  
11 to when they will have an answer on the 9 to 24 days, or  
12 loops, I'm sorry.

13 MS. LISTON: I don't think I will be able to  
14 have an answer on that one just yet. There are some  
15 system issues that they're trying to work through on  
16 whether or not they can do the combination of the  
17 overall coordination of the services and bring all the  
18 pieces together. It turned out to be bigger than we  
19 originally thought it was going to be. I did get the  
20 commitment, and the request is in to the release for  
21 October, but they're still working through all the  
22 system issues that need to take place for that October  
23 release to find out both from a systems perspective and  
24 also from a provisioning perspective what we will be  
25 able to do. So I will not have an answer.



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1           We will still be offering the quick loop  
2 without number portability for all the services on a  
3 three day interval. We will have loop plus number  
4 portability the way it currently exists today on the  
5 five, six, and seven day for all services, and we will  
6 be committing to a three day interval for loop plus  
7 number portability in October on a three day.

8           MS. DECOOK: Okay, well, I -- we may be able  
9 to close this issue, but I just need to check.

10          JUDGE RENDAHL: Okay. Just one more point of  
11 clarification for my purposes. Ms. Liston, so that  
12 under 1(a) in Exhibit C, the intervals listed there for  
13 loops, that also includes loop plus number portability,  
14 the five, six, and seven day intervals?

15          MS. LISTON: That's correct.

16          JUDGE RENDAHL: Okay, thank you.

17          MS. LISTON: Just as a clarification, because  
18 we haven't had the discussion on the quick loop here,  
19 quick loop is a very specific offering for a three day  
20 interval. It's for analog services which -- using a  
21 conversion of an existing customer, and it's a  
22 non-coordinated installation. So it's a basic  
23 installation. So it's a very specific kind of service  
24 that's a subset of what's currently shown in 1(a).

25          JUDGE RENDAHL: Okay, thank you for that

04456

1 clarification.

2 MS. DECOOK: I have a question on that. So,  
3 Jean, what you would be revising would be essentially F,  
4 I think it's F, J, I'm sorry, to make quick loop  
5 available for number portability for 1 to 8 lines in  
6 three days, but A would remain as it is, and I guess my  
7 question is what would A then apply to, new installs?

8 MS. LISTON: It would apply to new installs,  
9 coordinated installations, those two categories, or if  
10 there's any kind of cooperative testing being required.

11 MR. WILSON: Okay, shall we proceed on to B.  
12 B is for various types of loops that will be used  
13 primarily for data. Qwest has five, six, and seven  
14 days. AT&T and I believe other CLECs would like to see  
15 shorter intervals on some of those.

16 What I can propose today, and we discussed  
17 this with Qwest a little at break, but I'm not sure they  
18 can agree today, is that essentially we create two  
19 different buckets here. One bucket would be when you  
20 are reusing an existing loop for these types of  
21 services, that could be -- really be done in the three  
22 day quick loop type interval, because it would be  
23 essentially a lift and lay, and that would be for an  
24 existing loop that did qualify for these data services.

25 So I think we could agree -- if Qwest could

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1 agree to three days for reuse of an existing loop that  
2 did qualify, then we would not object to the five, six,  
3 and seven days when there was a new loop that needed to  
4 be provisioned. Because that definitely requires  
5 additional work, and you get into issues that were  
6 addressed with the FOC trial, et cetera. So that's, I  
7 guess, our changed proposal for B.

8 MR. ZULEVIC: Covad was also part of that  
9 discussion and agrees with AT&T's proposal.

10 JUDGE RENDAHL: Ms. Liston or Ms. Sacilotto.

11 MS. LISTON: Just kind of want to make sure I  
12 understand the proposal is that it would be basically  
13 along the same parameters as quick loops, so it would be  
14 basic installation, reuse of facilities, no  
15 coordination, no cooperative testing.

16 MR. WILSON: Yes.

17 MS. LISTON: Qwest is not in a position to  
18 agree to that at this time. We understand the proposal.  
19 We will look at it. But we will leave it at impasse  
20 here and continue to work through that issue, but we  
21 can't agree to it right now. It's something we will  
22 have to investigate.

23 JUDGE RENDAHL: So you couldn't do it as a  
24 take back as opposed to an impasse, or would you rather  
25 just leave it at impasse for now?

04458

1 MS. LISTON: I think we would rather leave it  
2 as impasse. I think it's going to be a significant  
3 issue for us to have to investigate to see whether we  
4 can do it or not, because it would be a major change for  
5 us in our positioning, in our overall positioning.

6 MS. SACILOTTO: Jean, could you explain the  
7 basis for why we have the -- why we have the five, six,  
8 and seven day intervals so that we can fill out our  
9 record?

10 MS. LISTON: Right now for these types of  
11 services, there is an overall process that involves the  
12 qualification, and that's a big part -- big portion of  
13 it. The, you know, one of the things that happens even  
14 when you're dealing with reuse of facilities, and we  
15 talked a little bit about this off line, even when  
16 you're doing reuse of facilities, there may be a  
17 difference in the service that the CLEC is providing, so  
18 that we would not always be in a situation where we can  
19 automatically reuse the facilities. We would have to go  
20 through the assignment process and design process to  
21 make sure it's still compatible. That's part of what  
22 happens within the five days. And then it is also the  
23 coordination to make sure all the piece parts are there.

24 With the introduction of the idea -- of the  
25 concept that we would just be doing it for reuse on a

04459

1 three day, we will have to look at that one to see if  
2 there's any way that we can make sure that it's already  
3 compatible, we're not going to have to do that  
4 validation to make sure the facilities pass the  
5 technical parameters. And it's still going to need some  
6 investigation for that.

7 MR. WILSON: And I would just like to point  
8 out that I don't agree that the qualification is a big  
9 portion of the work. And, in fact, if you look at the  
10 intervals for A and B where A does not require that  
11 qualification, they are the same intervals in Qwest's  
12 current proposal as B, so it must not be driving the  
13 time up very much, or we would see a difference here.  
14 But we're hopeful that Qwest can come back on the three  
15 day, and maybe this can be worked out.

16 MS. LISTON: Part of the process also  
17 involves, and why we were able to shorten to the three  
18 day on the existing, has to do with making sure all the  
19 information gets to all the appropriate work groups in  
20 time, and the handling of the services that we have in  
21 the category under B requires -- sometimes require more  
22 handling than we have in the analog loops. And we have  
23 to have a complete not only flow through from the CLEC  
24 perspective, but all the way through everything to make  
25 sure that the order gets through all the work

04460

1 organizations within three days, and that's the piece  
2 that I don't know if we can accomplish.

3 JUDGE RENDAHL: Okay, moving along.

4 MS. DECOOK: Judge.

5 JUDGE RENDAHL: Ms. DeCook.

6 MS. DECOOK: Can I ask Ken a couple of  
7 clarifying questions just to make sure his proposal is  
8 clear on the record.

9 JUDGE RENDAHL: Sure, go ahead.

10 MS. DECOOK: Thank you.

11 Mr. Wilson, your proposal on the first bucket  
12 which would be the reuse of the existing loop, that 1 to  
13 24 lines would be a three day interval and 24 plus would  
14 be ICB?

15 MR. WILSON: Yes.

16 MS. DECOOK: And what is your proposal with  
17 respect to those types of loops where there is a number  
18 port involved?

19 MR. WILSON: Well, in B, since this is a data  
20 line, I don't think we really would get into number  
21 port, so I think that is probably an advantage and makes  
22 this proposal maybe more palatable to Qwest.

23 MS. DECOOK: Thank you, that's all I had.

24 MS. SACILOTTO: I think with the  
25 clarification that they're wanting 1 to 24 in three days

04461

1 that there's really not much point in us taking anything  
2 back.

3 JUDGE RENDAHL: That that's just an impasse  
4 issue?

5 MS. SACILOTTO: Most assuredly.

6 JUDGE RENDAHL: Okay.

7 MR. WILSON: Well, we would -- I mean we  
8 would entertain -- that's what we would like. We would  
9 entertain three, four, and five if you want.

10 MS. SACILOTTO: Well, you got to put your  
11 proposal -- put your last best offer. I'm telling you,  
12 we're not going to take 1 to 24. If that's your  
13 proposal, we will -- there's -- we will take that to  
14 impasse. If what you really want is three, four, and  
15 five, then put what you really want on the table,  
16 because we're not going to be going back and forth.

17 MR. WILSON: Well, why don't you investigate  
18 three, four, and five then.

19 JUDGE RENDAHL: Ms. Doberneck, before you go,  
20 I just wanted to clarify based on the issues list what  
21 was listed as Section 1(a), I understand there has been  
22 a change in the proposal that is described on the issues  
23 list that we discussed for A and that that is an  
24 agreement essentially that I think Qwest wanted to take  
25 that back and confer on the quick loop three --

04462

1 MS. SACILOTTO: No, if AT&T wanted to see if  
2 that's okay. We are -- we are where we are on the quick  
3 loop.

4 JUDGE RENDAHL: Okay, so it's an AT&T take  
5 back?

6 MS. LISTON: Right.

7 MS. SACILOTTO: We are ready to offer, as  
8 Ms. Liston said, the quick loop with number portability  
9 on 1 to 8 lines in three days. They are seeking 1 to 24  
10 lines, and we're just not --

11 JUDGE RENDAHL: I think I'm talking -- maybe  
12 I'm confused. Are we talking about A and B together  
13 essentially?

14 MS. SACILOTTO: No, we're talking A and J  
15 together really, J as in Jack in the Box.

16 JUDGE RENDAHL: Got it, okay. So for A and  
17 J, it's an AT&T take back. And for B, as I understand  
18 it right now, AT&T is seeking instead of what's listed  
19 here as three, four, and six, it's three, four, and five  
20 days?

21 MS. SACILOTTO: Well, I think it says five,  
22 six, and seven now.

23 JUDGE RENDAHL: On the issues list.

24 MS. SACILOTTO: Oh, boy, I just -- that is  
25 just such a typographical error.



04463

1 JUDGE RENDAHL: Okay, so three, four, and  
2 five?  
3 MS. SACILOTTO: Yeah.  
4 JUDGE RENDAHL: Okay, I'm just trying to keep  
5 track here.  
6 MR. WILSON: And let me make sure that -- let  
7 me correct the final request. It would be three, four,  
8 and five, but we do -- we may need number portability on  
9 some loops, so put the number portability back in.  
10 We'll go to the three, four, and five, but we need  
11 number portability on some of them.  
12 JUDGE RENDAHL: Okay, and will that be  
13 characterized as an impasse at this point?  
14 MS. SACILOTTO: Yes.  
15 JUDGE RENDAHL: Pending Qwest looking at it  
16 and bringing it back?  
17 MS. SACILOTTO: Let me see if there's -- if  
18 that additional request makes us not even -- makes us  
19 impasse again.  
20 I think we will go to impasse.  
21 MR. WILSON: And I guess we would just like  
22 to understand why the three day is unreasonable for this  
23 if we can do it for quick loop?  
24 MS. LISTON: Because if you're looking at an  
25 ISDN, the only service that I can identify within that

04464

1 loop that would probably be an issue with number  
2 portability is maybe an ISDN loop. The category in B  
3 traditionally has been designated as the lines that are  
4 DSL services. The DSL services are not involved with  
5 number portability for the most part. The basic rate  
6 ISDN could be ordered with number portability if they're  
7 not using it for DSL but traditionally using it for an  
8 ISDN type service.

9           At this point in time, Qwest is not willing  
10 to go ahead and put additional resources to see if we  
11 can do a three day interval for reuse of facilities for  
12 a category that traditionally is not looped with number  
13 portability kinds of services, and the only one that is  
14 is an ISDN service, which tends to be more of a -- I  
15 don't want to call it a specialty service, but it's not  
16 a plain POTS service. It involves additional work  
17 activity associated with it.

18           I was not under the understanding that number  
19 portability was an issue when we talked off line at  
20 break. And at this point, if number portability is  
21 thrown into the loop -- into the bucket, then I'm not  
22 willing to address it, and we will just take it to  
23 impasse.

24           JUDGE RENDAHL: Okay.

25           MS. SACILOTTO: Yeah, and I have a question

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1 for Ken. Has AT&T ever ordered any of these loops with  
2 or without number portability?

3 MR. WILSON: I can't -- I'm not sure. I'm  
4 not sure of the answer to that.

5 MS. LISTON: And the real concern is that it  
6 would be building additional functionality in our  
7 systems to make a three day interval work. We would  
8 have to get all of our system workable to get those  
9 specific types of orders combined, loop plus number  
10 portability for specific ISDN services that we really  
11 don't see as an alternative that many of the CLECs are  
12 going to purchase that they will need in a three day  
13 interval.

14 And to build all of that infrastructure in  
15 doesn't make sense, because that's expenditure, it's  
16 expenditure, we would have to have all the MMPs  
17 associated with it, special processes built for it,  
18 training associated with it, an additional option in  
19 service offering. And once you add that additional  
20 complexity for something that may or may not be an  
21 offering that's needed for the CLEC community, Qwest  
22 does not believe it should expend that kind of energy.

23 JUDGE RENDAHL: Okay, Mr. Dittmore, then  
24 Mr. Zulevic, and then let's move on to the next issue.

25 MR. DITTEMORE: Just attempting to

04466

1 facilitate, Mr. Wilson, is there any time that these 24  
2 assignments might be on just one DS1 facility that would  
3 make life simpler and maybe easier than 24 separate  
4 cable pairs?

5 MR. WILSON: Oh, yes, that would be probably  
6 the most common application, when you, you know, and  
7 that's why it breaks it 24 is it would be probably all  
8 the circuits in a T1.

9 MR. DITTEMORE: So is there a chance there  
10 might be a subcategory of asking for 24 assignments when  
11 they are on one single facility that Qwest might have an  
12 exception for?

13 MS. LISTON: We haven't looked at that.

14 MR. DITTEMORE: Okay.

15 MS. LISTON: And like I said, one of the  
16 things that we're still looking through is on the loop  
17 plus with number portability, could we do the 24 in  
18 three days. That decision has not been made. We will  
19 bring that issue also.

20 JUDGE RENDAHL: Okay, Mr. Zulevic, and then  
21 Ms. Strain.

22 MR. ZULEVIC: Yeah, just real briefly, I  
23 think where I see the application here would be for a  
24 line shared service that involves a ported number, and I  
25 understand that you're working to develop that

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1 capability right now, unless I misunderstood something  
2 that we had talked about off line earlier.

3 MS. SACILOTTO: But here we're not dealing  
4 with the line sharing. This would be a strict unbundled  
5 loop.

6 MR. ZULEVIC: It would have a telephone  
7 number associated whether it could have? In other  
8 words, if a person is moving from one part of town to  
9 another part of town and wishes to have a line shared  
10 service at the new location and the reuse of a loop at  
11 that location, that's the application that I had in mind  
12 for this. Now maybe I'm missing something.

13 MR. WILSON: And I don't think you even have  
14 to contemplate moving the locations. It's just a  
15 migration of a loop where the customer now wants the  
16 line split essentially, and we -- the CLEC and CLEC or  
17 DLEC could provide the service and -- but they would  
18 want to keep that number.

19 MS. LISTON: But the intervals we're  
20 discussing here are strictly the unbundled loop  
21 intervals. They're not line sharing intervals. They're  
22 not line splitting intervals. This is we're talking  
23 about an unbundled loop, and that's all. So we're not  
24 talking about a line sharing situation, we're not  
25 talking about a loop splitting situation, we're not

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1 talking about a line splitting situation. We're talking  
2 strictly an unbundled loop for DSL service.

3 MR. WILSON: And that's true, but the CLEC  
4 DLEC may want to do that of their own accord.

5 MS. LISTON: But that's a different section  
6 of the SGAT. This section of the SGAT is for two wire  
7 non-loaded loops, ISDN capable loops, aDSL compatible  
8 loops. This is not for a line splitting loop, this is  
9 not for a line sharing loop, this is not for a loop  
10 splitting.

11 MR. WILSON: Well, the splitting may be  
12 transparent to Qwest. If we -- when we take the loop,  
13 we could do that in our own collocation area, and you  
14 may not even be aware of it. I'm not sure it need  
15 involve those sections. I mean you're right, this --  
16 we're -- what we're doing is just providing an example  
17 of where we may be going with this type of product that  
18 we get a loop and then we -- we -- I mean as the Federal  
19 Act says, we can do whatever we would like with it, and  
20 we may want to provide both, and we could do that of our  
21 own accord.

22 MS. SACILOTTO: Well, can you tell me, Mike,  
23 has Covad ever ordered a category B unbundled loop,  
24 let's take out the line sharing, with a number  
25 portability from Qwest?

04469

1           MR. ZULEVIC: I don't think we can do that  
2 now. I don't think we can order -- that you will --  
3 that Qwest will accept on order for that type of service  
4 with a ported number. That's my understanding.

5           MS. SACILOTTO: Have you tried?

6           MR. ZULEVIC: I understand someone tried to  
7 order one with Qwest to have their service provided at a  
8 different location and that the order was rejected  
9 because it was a ported number. So I know that there's  
10 some work going on, and maybe this does belong. I'm not  
11 sure, I will have to talk off line with Ken, maybe we  
12 can take this off line at lunch and maybe come back and  
13 get rid of that qualification as it deals with  
14 portability, but I would like to do that if that's  
15 acceptable to Qwest.

16           MS. SACILOTTO: That's fine, because I think  
17 they're -- I think that would be valuable.

18           JUDGE RENDAHL: Okay. For now, we will have  
19 it still at impasse pending discussion off line between  
20 the parties.

21           And, Ms. Strain, did you have a comment?

22           MS. STRAIN: I just had a clarifying  
23 question.

24           Mr. Wilson, your counteroffer of the three,  
25 four, and five day intervals, was that assuming an

04470

1 existing line that was going to be reused, or is that  
2 just in general?

3 MR. WILSON: No, that was for, you're correct  
4 in the first, it would be for reused existing lines. So  
5 we would check the reused box, and so we would know --  
6 Qwest would know the facility's already there, we don't  
7 have the issue of facilities available, et cetera.

8 MS. STRAIN: Okay. So for when there is no  
9 line available, then the intervals that are in the  
10 Exhibit 928 would be -- you don't have a problem with  
11 those or you're --

12 MR. WILSON: That was our compromise, that  
13 for when a new loop is needed that the five, six, and  
14 seven would apply.

15 MS. STRAIN: Okay, thank you.

16 JUDGE RENDAHL: Okay, let's move on to C.

17 MR. WILSON: I believe C is closed.

18 JUDGE RENDAHL: Okay, great.

19 MR. WILSON: D, D is for DS1 capable loop.  
20 In initial filings and initial SGATs, these intervals  
21 were five, six, and seven days for the DS1 loops, and I  
22 believe that was for 1 to 8, 9 to 16, and 17 to 24 DS1s.  
23 I think the important thing here is that we would like  
24 to go back to the five, six, and seven days, which was  
25 the initial intervals.



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1                   Qwest arbitrarily changed their retail  
2 interval to nine business days, and now they're saying  
3 that allows them to change the interval here to nine  
4 business days because it's parity. I think it points to  
5 several problems, one, that Qwest can change its retail  
6 interval and thus change the wholesale interval because  
7 of their interpretation of parity, and second, we had  
8 the five, six, and seven in the initial SGATs, and we  
9 think that was appropriate. So we would like to see the  
10 SGAT go back to the original intervals for DS1.

11                   JUDGE RENDAHL: Response?

12                   MS. LISTON: Ken summarized what the issue  
13 is. The DS1 service, if you look at performance  
14 measurements perspective, DS1 is on parity with DS1  
15 retail service. The interval changed for retail to a  
16 nine day interval, and we then went ahead and changed  
17 the interval for the wholesale. If you look at the  
18 measurement, we have said within the discussions that  
19 went on for the overall performance measurement  
20 indicators that where you had a service where there was  
21 a retail analog that we would be providing the service  
22 in the same time and manner, the same quality.

23                   The issue is for the DS1 services, we have  
24 said that there is a retail analog. And when the  
25 interval on retail changed to nine days, if we remained

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1 with the five, six and seven, we would be at no longer  
2 providing the same interval, same time and manner. It  
3 would be providing superior service to wholesale.

4           Yesterday I was asked the question if, on  
5 OCN, if OCN changed from ICB to a standard interval for  
6 retail, would we be changing the interval in wholesale  
7 to match the retail because it's on parity, and I  
8 answered, yes, we would. That same issue happened here  
9 on the DS1, but in the reverse.

10           JUDGE RENDAHL: Mr. Wilson, or are we clearly  
11 at impasse here?

12           MR. WILSON: I think we're -- I think we're  
13 clearly at impasse. I think the issue is established.  
14 We had SGATs with the other dates. We would like to go  
15 back to them. We think those dates are reasonable and  
16 make the service competitive.

17           JUDGE RENDAHL: Okay, then we will be at  
18 impasse on that.

19           The next issue on the issues list is Sections  
20 1(e) and (f), although that appears to be closed.

21           MR. WILSON: They are both closed.

22           JUDGE RENDAHL: So we move on to issue  
23 Section 1(g).

24           MR. WILSON: Yes. The issue here is the --  
25 it's the provisioning of loops with conditioning, and

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1 it's the proposal, I think, of all the CLECs that the 15  
2 business days go to a 5 business days. These are --  
3 these are essentially the loops that we need with  
4 conditioning in order to provide DSL type services, and  
5 we would like to see the interval shortened to 5 days.  
6 I believe AT&T, Covad, and Rhythms at least -- at the  
7 least are in agreement with this, and I think WorldCom  
8 would also like to see this shorter interval.

9 JUDGE RENDAHL: Response from -- Mr. Zulevic,  
10 do you want to make a brief statement before Qwest?

11 MR. ZULEVIC: Yes, just real briefly. That's  
12 exactly the position that Covad has, that loop  
13 conditioning is not a real complex, lengthy process in  
14 most cases, and a 5 day interval would be more than  
15 appropriate. In fact, a lot of the work can be done by  
16 clerical folks well before the actual work is done in  
17 the field. And I think a 5 day interval is very  
18 reasonable. The 15 days that Qwest proposes is  
19 definitely not reasonable.

20 JUDGE RENDAHL: Okay, Ms. Liston or  
21 Ms. Sacilotto.

22 MS. LISTON: A couple of issues. One is  
23 there is -- there is considerable -- considerably more  
24 work that needs to be done when a loop needs to be  
25 conditioned than a standard interval. We just finished

04474

1 discussing the two wire non-loaded loops, and right now  
2 the Qwest interval for those is five days. That's to  
3 get a basic loop in that does not need construction. To  
4 condition a loop, it's actual construction work. There  
5 is an engineering job that needs to be created, and we  
6 are dispatching technicians out to the field to do the  
7 actual removal of the equipment. That is more than just  
8 provisioning a loop.

9       Currently, well, if you look at going back in  
10 time, Qwest had proposed a 24 day interval. There was a  
11 24 calendar day interval. We reduced that in January of  
12 2001 to a 15 business day interval, so Qwest has made  
13 attempts to reduce the intervals, and we're continuing  
14 to work through that.

15       During the Colorado trial, we deployed two  
16 different mechanisms for conditioning of our loops. We  
17 did a rapid -- we did something that was called rapid  
18 recovery, if we were in trouble, could we capture new  
19 loops faster. And we also did a pre-survey where we  
20 went out and did some field verifications. As a result  
21 of the trial, we were in many situations able to turn  
22 the loop up in less than 15 days, and in those  
23 situations where we were able to get the loop up in less  
24 than 15 days, we called the CLECs, asked them if they  
25 wanted to accept the loop earlier, and we turned the

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1 circuits over to them.

2           Over the course of the trial, we were able to  
3 do on an average -- it was less than 15 days on average  
4 for conditioning. Because we're still working through  
5 the process on these two new approaches to doing the  
6 conditioning, Qwest is not in a position where it feels  
7 that it can make a decision across the board to say we  
8 will do something in less than 15 days. We're  
9 continuing to look at that as alternatives to reduce it,  
10 but we're not in a position to do it in less than 15  
11 today.

12           Additionally, if you look across the country,  
13 many of the ILECs are doing conditioning on an ICB  
14 basis. They're not even giving an interval, and they  
15 require the conditioning to be done prior to actually  
16 placing the order. So if you look -- what they --  
17 what's required is that the CLEC place the order for  
18 conditioning, the conditioning work actually gets done  
19 and completed, then the order can be placed for the  
20 loop, and then they get their standard interval for the  
21 loop above that.

22           Within my testimony, I provide intervals from  
23 other ILECs, and our intervals are pretty comparable to  
24 theirs. We do our 15 day that we will take the order,  
25 and we will process it, we will do the conditioning, and

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1 get it completed in 15 days. So we're making the  
2 commitment not only for the conditioning but also the  
3 installation interval. It's extremely -- we believe  
4 it's extremely competitive, and we're not in a position  
5 to accept a 5 day interval.

6 JUDGE RENDAHL: Ms. Doberneck and then --

7 MS. DOBERNECK: I will let Mr. Zulevic go  
8 first.

9 JUDGE RENDAHL: All right, Mr. Zulevic and  
10 then Mr. Wilson.

11 MR. ZULEVIC: Just briefly. It's Covad's  
12 opinion that a lot of the work that is consumed in the  
13 15 day interval is done in a serial manner rather than  
14 being done simultaneously. And just as you related to  
15 the fact that you process the order while the work is  
16 being done to do the conditioning, I think that the  
17 interval that you're requesting as a standard of 15  
18 reflects a lot of work that is done on a serial basis  
19 rather than being done at the same time other work  
20 activities are taking place. And if those activities  
21 were being done simultaneously, then a 5 day interval  
22 might be much more appropriate.

23 MS. SACILOTTO: Can I ask Mr. Zulevic a  
24 clarifying question. I don't think this will bring us  
25 anywhere beyond impasse where we are, but I just had a

04477

1 question.

2           Are you seeking the installation and the  
3 conditioning in five days or five days for the  
4 conditioning and then five days for the installation?

5           MR. ZULEVIC: We're seeking a five day for  
6 the total process, in other words, five days from the  
7 time that the order is placed, the conditioning would be  
8 done simultaneously with the provisioning of the order.

9           JUDGE RENDAHL: Okay, Mr. Wilson and then  
10 Ms. Doberneck.

11           MR. WILSON: Mr. Zulevic said most of what I  
12 wanted to say. I just further wanted to point out that  
13 going from 24 calendar days to 15 business days is  
14 almost no change, because if I divide by or multiply by  
15 five sevens, it's almost identical.

16           JUDGE RENDAHL: Okay, Ms. Doberneck.

17           MS. DOBERNECK: Jean, has Qwest performed any  
18 time studies of how long it would typically take  
19 somebody to condition a loop?

20           MS. LISTON: I don't know.

21           MS. DOBERNECK: And you also mentioned during  
22 the FOC trial in Colorado there were instances in which  
23 Qwest was able to deliver a conditioned loop prior to  
24 the 15th business day. Do you know what percentage of  
25 those loops that were conditioned during the course of

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1 the FOC trial were delivered prior to 15 days?

2 MS. LISTON: I don't know the percentage of  
3 loops that were delivered less than 15 days. I think  
4 our average came in right around 12, right around 12  
5 days is the average.

6 JUDGE RENDAHL: Okay, is there anything  
7 further on this point before we indicate at impasse?

8 MS. SACILOTTO: I just have one final  
9 question for Ms. Liston.

10 Ms. Liston, are you aware of any BOC who is  
11 doing the conditioning and the installation in five  
12 days?

13 MS. LISTON: I'm not aware of any.

14 JUDGE RENDAHL: Ms. DeCook?

15 Okay, hearing nothing --

16 MS. DOBERNECK: Oh, I'm sorry, Your Honor, I  
17 had one more question for Ms. Liston.

18 JUDGE RENDAHL: Ms. Doberneck, go ahead.

19 MS. DOBERNECK: Thank you.

20 Jean, related to the time and motion studies,  
21 do you know if your technicians have any productivity  
22 objection, objections, objectives?

23 MS. LISTON: They do, they have objections.

24 MS. DOBERNECK: Or guidelines with respect to  
25 the work they undertake including conditioning?



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1 MS. LISTON: I'm not aware -- I don't -- I  
2 don't know.  
3 MS. DOBERNECK: Thank you.  
4 JUDGE RENDAHL: Okay. It looks like the last  
5 issue on Washington loop issue 11 is Section H of  
6 Exhibit C, Section 1(h); is that correct?  
7 MS. LISTON: That's what?  
8 MR. WILSON: Beg your pardon, I'm sorry?  
9 JUDGE RENDAHL: The last remaining issue on  
10 SGAT Exhibit C is Section 1(h).  
11 MR. WILSON: That's the one we haven't  
12 discussed yet, yes.  
13 JUDGE RENDAHL: Okay, let's go forward.  
14 MR. WILSON: The issue on repair intervals,  
15 Qwest is proposing a 24 hour interval, basic interval  
16 for repair. We think that this should be reduced to 18  
17 hours, the reason being that the CLEC needs to abide by  
18 state rules in order to meet its obligations to end  
19 users in Washington, and so we need to actually  
20 calibrate these intervals so that the CLEC has some  
21 additional time of its own to do the customer contact,  
22 the rechecking, et cetera.  
23 So we need to -- I think what we need to do  
24 is look at the Washington requirements for end users and  
25 then set these intervals based on that and make them

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1 slightly shorter than the Washington interval so that  
2 the CLEC who has the customer contact time here and  
3 additional processing can gets its total job done in the  
4 required time for Washington. And I believe Ms. Kilgore  
5 has actually looked at the requirements for Washington.

6 JUDGE RENDAHL: Ms. Kilgore.

7 MS. KILGORE: First, I would like to ask  
8 Ms. Liston a couple of questions.

9 Could you please for the record tell us what  
10 OSS, if that's the right acronym, what that stands for  
11 in (h)?

12 MS. LISTON: That's out of service.

13 MS. KILGORE: Out of service. And what does  
14 AS stand for?

15 MS. LISTON: That's all troubles, so the 24  
16 hours is the out of -- out of service cleared in 24  
17 hours, and 48 hours is all troubles cleared in 48 hours.

18 MS. STRAIN: So the out of service acronym is  
19 OSS, or should it be OOS?

20 MS. LISTON: We just all have OSS on our  
21 brains.

22 MS. SACILOTTO: OOS.

23 JUDGE RENDAHL: And AS means again all?

24 MS. LISTON: It's all service, all, yeah, all  
25 service cleared or something. It's all troubles

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1 cleared.

2 JUDGE RENDAHL: All troubles cleared.

3 MS. LISTON: And what we can do is we can  
4 make an SGAT change to take out the cart nomenclature  
5 and put the correct in there. We will put 48 hours out  
6 of service, 48 hours all troubles cleared.

7 MS. SACILOTTO: Jean, 24?

8 MS. LISTON: 24.

9 JUDGE RENDAHL: Okay, Ms. Kilgore.

10 MS. KILGORE: Okay, the Washington rules, as  
11 I was able to look at them relatively quickly, appear to  
12 have a 12 hour requirement for interruptions affecting  
13 public health and safety. And I am not familiar enough  
14 with the Washington rules to know whether that is a  
15 particularly designated customer that has to have their  
16 service restored within 12 hours. Nonetheless, I think  
17 there should be an acknowledgment within the SGAT that  
18 there are requirements that all carriers need to have  
19 service restored in accordance with the state Commission  
20 rules. And I know that with respect to some other  
21 standards, Qwest has agreed to comply with state PUC  
22 rules, but I don't know that it was specific to this  
23 requirement.

24 MS. SACILOTTO: Well, we have had a dispute  
25 in other workshops regarding -- it hasn't been -- it's

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1 been teed up in those workshops as opposed to this one.  
2 I don't know if Sarah is looking at a wholesale rule or  
3 a retail rule, but there has been a dispute in other  
4 workshops regarding whether Qwest has to comply with for  
5 CLECs retail service quality rules.

6           And I don't have the provision that  
7 Ms. Kilgore is referencing, but it does sound specific  
8 to emergency service providers or something like that,  
9 so I don't know that we would agree that the provision  
10 she is talking about has any relevance to what we are  
11 talking about.

12           And then I have one question for Ken, and  
13 that is, do you have any evidence along the lines of  
14 studies or documentary information on how long it takes  
15 you to do these customer contacts and whatnot that would  
16 support your asking for six additional hours to do that?

17           MR. WILSON: I don't have studies. We are  
18 doing the customer contact, and since this is an  
19 unbundled loop situation, we also have part of the  
20 facilities. So we actually may be doing part of the  
21 testing, and there is language about joint testing in  
22 here, so it is actually more than the customer contact.  
23 We do share testing responsibility and potentially  
24 trouble isolation in fixing the problem, so.

25           MS. SACILOTTO: Do you have any documents

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1 that would show or any evidence that would show how long  
2 it takes you to do that testing part of it?

3 MR. WILSON: No. We could say it's half the  
4 time if we would like. I mean we probably have half the  
5 facilities in some cases, and we were backing off to six  
6 hours, which seemed quite reasonable to us.

7 MS. LISTON: But if we're doing -- I mean you  
8 made a comment about how it's also a cooperative issue  
9 that we're doing with trouble isolation, so we're  
10 working together during that process, so if that's the  
11 case, then we would both be coming in at the same  
12 intervals.

13 MS. KILGORE: Ms. Liston, are you familiar,  
14 do you know what Qwest's actual performance is, whether  
15 on the retail side or wholesale side, as far as clearing  
16 trouble tickets?

17 MS. LISTON: On the wholesale side for  
18 Washington for the month of May, yes, it is May data, or  
19 March data, I'm sorry, I'm using the testimony data, so  
20 it was March data, for the all trouble, for the out of  
21 service cleared in 24 hours, it was 96.6% cleared in 24  
22 hours.

23 MS. KILGORE: What was the mean time to  
24 repair?

25 MS. LISTON: I was just getting to that.

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1 MS. KILGORE: Oh, I'm sorry.

2 MS. LISTON: The mean time to repair was six  
3 hours.

4 MS. DECOOK: Is that wholesale or retail,  
5 Jean?

6 MS. LISTON: That's the wholesale numbers for  
7 analog loops in high density zones.

8 JUDGE RENDAHL: Which exhibit are you  
9 referring to?

10 MS. LISTON: I'm referring to Exhibit JML-28  
11 that was in my testimony.

12 MS. DECOOK: What's the mean time to restore  
13 on the retail side?

14 MS. LISTON: The mean time to restore on the  
15 retail side was nine hours for the same reference point,  
16 analog for the same month.

17 MS. SACILOTTO: Jean, could you explain the  
18 correlation between the MR-3 and MR-4 PIDs and the 24  
19 and 48 hour intervals that we have proposed?

20 MS. LISTON: The MR-3 measures how many of  
21 the trouble tickets that were out of service trouble  
22 tickets, that's what MR-3 focuses on, were cleared in 24  
23 hours. MR-4 has to do with how many of the all troubles  
24 cleared, the second measurement, all troubles cleared in  
25 48 hours. The mean time to restore measure then is on

04485

1 average how long did it take us to fix the trouble  
2 tickets for that particular service type.

3 MS. DECOOK: And the mean time to restore,  
4 Jean, isn't that MR-6?

5 MS. LISTON: That's correct.

6 JUDGE RENDAHL: Okay, it seems to me that,  
7 and there may be some other questions you all need to  
8 ask each other, but it seems to me we're clearly at  
9 impasse on this issue; is that clear?

10 MS. SACILOTTO: Yeah.

11 JUDGE RENDAHL: Okay, is there anything else,  
12 Ms. Liston or Ms. Kilgore, to make the record complete  
13 that we need to address?

14 MS. LISTON: Yeah, there is one thing that we  
15 did not mention on the record, and that is that this  
16 again was one of the issues that was a parity  
17 performance measurement. The FCC in the UNE Remand made  
18 a statement that there is a retail analog for repair  
19 purposes for unbundled loops and said to use the retail  
20 services as your retail comparison. And the retail  
21 parity is the 24 hours out of service and 48 hours for  
22 all troubles cleared.

23 MR. WILSON: And we disagree with that, your  
24 interpretation. End to end trouble repair has to be at  
25 parity, not what you provide to us. Because if that

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1 throws us out of compliance with the Commission's  
2 requirement for end users, how can we ever -- I mean we  
3 will be sued by customers and the Commission and found  
4 in violation, and we have no ability to fix it.

5 MS. SACILOTTO: I have no comment on what  
6 Mr. Wilson said, but just for the benefit of the record,  
7 it's not actually the UNE Remand Order, it's one of the  
8 FCC's 271 orders where they're talking about what have  
9 retail analogs and what do not. In my recollection, it  
10 was -- it's been discussed in the Ameritech Michigan  
11 Order, and if Paula would like, I can give her the  
12 paragraph, but I don't have it off the top of my head.

13 JUDGE RENDAHL: If you could provide it  
14 sometime later, that's fine.

15 MS. SACILOTTO: Oh, yeah.

16 JUDGE RENDAHL: That would be helpful.

17 MS. STRAIN: In your brief is fine.

18 MS. SACILOTTO: Yeah, I will put it in my  
19 brief obviously, but we would disagree. I mean the  
20 FCC's order will speak for itself.

21 JUDGE RENDAHL: Ms. Kilgore.

22 MS. KILGORE: There's just a couple of points  
23 that I would like to make for the record. We moved  
24 past, let's see, it was Washington loop issue 1(d) which  
25 was the DS1 interval before we could respond to



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1 something that Ms. Liston said. I believe you stated  
2 that we were at retail parity in terms of the nine day  
3 interval, and we would just like to point out that your  
4 retail customer is us, so to say that you're at parity  
5 with us on the retail side for something that you're  
6 also giving us under the terms of this agreement is  
7 really a non sequitur. It doesn't mean much. And we  
8 have taken a position that your arbitrary change of what  
9 used to be the interval with DSLs from lower intervals  
10 now to nine days on the retail side was unacceptable  
11 then and just as it's unacceptable now. So we just  
12 wanted to make that clear.

13 MR. WILSON: And, in fact, there was a  
14 complaint AT&T filed on these very issues in Washington.  
15 I was one of the witnesses, and we were complaining  
16 about completion intervals and a number of problems, and  
17 the way Qwest has fixed the problem is to lengthen the  
18 interval.

19 MS. KILGORE: And then just one other point I  
20 would like to make is that as we're talking about the  
21 Washington Commission requirements, there are retail  
22 requirements as far as number of days within which  
23 primary exchange service is required to be installed.  
24 It's 90% of a local exchange company's applications for  
25 installation for residential or business lines must be

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1 done within five business days. So we would very much  
2 like to see intervals that allow CLECs to meet the  
3 Commission's requirements.

4 MS. SACILOTTO: Well, those are retail  
5 requirements, those are not DSIs, so I don't see what  
6 the point is.

7 JUDGE RENDAHL: Okay, so noted for the  
8 record, and I think at this point we're best making best  
9 use of workshop time by calling this issue an impasse  
10 and moving on. So it appears to me we're done with  
11 issue Washington loop issue 11 dealing with SGAT Exhibit  
12 C, Exhibit 928.

13 And the last remaining issue on the list was  
14 something we had held over from yesterday, which is  
15 Washington loop issue 18, a WorldCom issue.

16 Ms. Hopfenbeck, do you have anything further  
17 on that?

18 MS. HOPFENBECK: Yes, is Mr. Kopta on the  
19 line?

20 MR. KOPTA: I am.

21 MS. HOPFENBECK: Boy, you have been so quite,  
22 Greg.

23 MR. KOPTA: That's why I decided to call  
24 instead of be there. If I'm going to be quiet, I might  
25 as well be quiet in my office.

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1 MS. HOPFENBECK: Okay, at any rate, Qwest and  
2 WorldCom have discussed a suggested slight change to  
3 9.2.2.15 that I want to run by Mr. Kopta in particular,  
4 but anyone else can weigh in too. Let me just outline  
5 WorldCom's concern.

6 WorldCom has -- is concerned about this  
7 provision because it suggests that the only method of  
8 provisioning a loop when Qwest -- and actually we're  
9 talking about 9.2.2.15.3, when it suggests that the --  
10 when the CLEC asks Qwest to convert a customer from  
11 Qwest to them, it suggests that the only method of doing  
12 that is through reuse of facilities, and there are times  
13 when WorldCom's preferred method is not for reuse of  
14 facilities but, in fact, to put a loop up and get it  
15 running and then do the cutover at that point.

16 And so what we would suggest is to insert in  
17 the second line of that provision the word, at CLEC's  
18 option, Qwest will reuse the facilities, and Qwest is  
19 agreeable to that, and the question is, are the CLECs  
20 who are concerned about being able to reuse okay with  
21 that change?

22 MR. KOPTA: This is Greg Kopta. We're okay  
23 with that change. The only concern we had was just  
24 making sure that we wouldn't run into a lack of  
25 facilities situation when the customer, in fact, had the

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1 facilities that could be reused, and I don't see this  
2 change as affecting that issue.

3 MS. HOPFENBECK: Okay, that's what I thought.  
4 I think the issue is closed then with that change.

5 JUDGE RENDAHL: Is that acceptable to Qwest,  
6 given you have discussed it with WorldCom?

7 MS. LISTON: What we're -- there is an option  
8 right now that says you can do a conversion of service.  
9 That is available for the CLECs to check as a  
10 conversion. So we're viewing this as a clarification to  
11 say that that is an option on the LSR for conversion,  
12 conversion activity. If they don't check that they're  
13 doing a conversion, it would not necessarily fall into  
14 the bucket where we would just go ahead and reuse the  
15 facility.

16 JUDGE RENDAHL: So is that a yes, you're okay  
17 with it?

18 MS. LISTON: The only concern that I have is  
19 I wanted to give the explanation, Chris asked me a  
20 question off line, and he wasn't here when I had talked  
21 off line, and I want to make sure with that explanation,  
22 Chris, are we okay?

23 MR. VIVEROS: Yeah, I believe we're okay.  
24 What I believe the bottom line here is saying is, the  
25 CLEC will decide whether they want to reuse facilities

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1 or whether they want to leave the retail service in  
2 place, request a brand new loop install.

3 MS. HOPFENBECK: Right.

4 MR. VIVEROS: And then do the cut themselves.

5 MS. HOPFENBECK: That's exactly right.

6 MR. VIVEROS: For the retail services. We're  
7 fine.

8 JUDGE RENDAHL: Okay, any further comments on  
9 Washington loop issue 18?

10 Okay, I understand that AT&T and Covad had a  
11 few additional issues on loops before we move to NIDs;  
12 is that correct?

13 MS. DOBERNECK: Yes, it is.

14 JUDGE RENDAHL: Okay, Ms. Doberneck, why  
15 don't you go first, and then AT&T, so this will be  
16 Washington issue 20 for Covad.

17 MS. DOBERNECK: I have first just a couple of  
18 general questions for Ms. Liston, and then I'm going to  
19 turn it over to Ms. Cutcher to identify our additional  
20 issues. Jean, this, not to take us back to loop 8  
21 specifically, but it sort of turns on that. On page 14  
22 of your direct testimony, you identify the number of  
23 CLECs and the number of loops provisioned by Qwest  
24 throughout the state of Washington. Can you tell me out  
25 of the total of numbered loops, number of loops

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1 provisioned by Qwest, how many requests it received for  
2 the provisioning of a loop versus what was actually  
3 provisioned and closed?

4 MS. LISTON: I do not know that. The numbers  
5 in the testimony are loops in service.

6 MS. DOBERNECK: Does Qwest maintain any  
7 information regarding the total number of requests that  
8 are received for any type of loop?

9 MS. SACILOTTO: Well, Megan, just a  
10 clarifying question, are you -- this gets into somebody  
11 may request a loop and then cancel the order themselves  
12 or request a loop and then not take the loop. There's a  
13 whole lot of flavors to that question.

14 MS. DOBERNECK: Well, and I assumed I needed  
15 to establish a predicate for that line of questions,  
16 which is if Qwest doesn't maintain that information,  
17 then I won't inquire as to the various reasons why,  
18 because I understand that there are a lot of reasons why  
19 those wouldn't be provisioned, but if Qwest doesn't  
20 maintain that information in the first place, there's no  
21 reason to me -- for me to ask those specific questions.

22 MS. SACILOTTO: Can you repeat the question?

23 MS. DOBERNECK: I just want to know does  
24 Qwest maintain any documents or records or information  
25 data, what have you, about the total number of requests

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1 for loops it receives in the state of Washington as  
2 compared to the total number of loops that get placed in  
3 service?

4 MS. LISTON: I am not aware of any tracking  
5 like that.

6 MS. DOBERNECK: Okay. And I know you  
7 provided a breakdown of the total number of loops  
8 between analog and DSL, but my question turns on or  
9 focuses on the last line of that first full paragraph of  
10 answer which identifies an increase of over 175% of  
11 total loops in the last 14 reported months.

12 JUDGE RENDAHL: Are you referring to specific  
13 testimony?

14 MS. DOBERNECK: Yes, on page 14 of  
15 Ms. Liston's direct testimony dated May 16, 2001, and  
16 I'm looking at lines 9 through 11.

17 JUDGE RENDAHL: Okay, that's Exhibit 885, and  
18 before you go further, Ms. Doberneck, did you wish to  
19 make a record requisition of Qwest, the question that  
20 you had, or were you just seeking a response on the  
21 record today?

22 MS. DOBERNECK: I'm seeking a response, and I  
23 would assume presumably if you did determine that that  
24 information is available, I would request that it be  
25 provided. But if you don't have it, I'm certainly not

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1 going to ask that you try and create it somehow.

2 JUDGE RENDAHL: Is it possible to determine  
3 at a break today if that information exists, and if it  
4 does, then we will make it a record requisition.

5 MS. LISTON: I can check. I do not believe  
6 we track that, but we could make a phone call and see,  
7 but I don't believe we track that.

8 MS. SACILOTTO: Any -- I'm a little confused,  
9 any order that's placed by anybody ever?

10 JUDGE RENDAHL: Are you restricting it to  
11 CLEC or also retail?

12 MS. DOBERNECK: CLEC.

13 MS. SACILOTTO: Yeah, I would hope so.

14 MS. DOBERNECK: Yes.

15 MS. SACILOTTO: But just any order that's  
16 placed by a CLEC ever, do we track every single order  
17 that's ever placed?

18 MS. DOBERNECK: Well, I would -- I'm happy to  
19 modify as narrowly as possible for Covad's purposes,  
20 which is, you know, two four wire non-loaded loop or  
21 conditioned xDSL loops. I don't know if other CLECs  
22 would have a different point of view.

23 MR. VIVEROS: And maybe just with a  
24 clarifying question, we can focus the question. Because  
25 I believe Jean's answer is correct, we don't track it



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1 based on my interpretation of your question. I think  
2 what you're asking for is a comparison or some tracking  
3 between the number of loops that are in service and the  
4 requests we have received for loops and the differences  
5 representing some --

6 MS. DOBERNECK: Right, just to place it  
7 within context of, you know, what's the demand, what has  
8 Qwest been able to fill.

9 MR. VIVEROS: And I think I would agree with  
10 Ms. Liston, that is not a specific comparison that we  
11 track. And the reason we don't track it is because it  
12 really is an apples to oranges comparison. From the  
13 standpoint of what point in time do you make these  
14 comparisons, a loop may go in, stay in for a month or  
15 stay in for four or five years. To the request tracking  
16 that we do do is by LSR and certainly down to product  
17 levels. We don't take it a step further and try to say,  
18 okay, how many conversions did we get that would  
19 contribute to your in-service account, how many new  
20 requests did we get, how many disconnects did we get to  
21 account for offsetting requests to come up with some  
22 corollary between inward loop movement requested on an  
23 LSR that went complete, to Kara's point, that didn't get  
24 canceled, that didn't get rejected, that didn't  
25 ultimately result in no, never mind, to our in-service

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1 tracking of at any given point in time at the end of a  
2 month, how many installed working loops are there.

3 MS. SACILOTTO: And that was really the basis  
4 for my question. I just -- I had a real difficulty  
5 seeing where you were going with what we provide and how  
6 we could go and provide it.

7 JUDGE RENDAHL: And I was simply trying to  
8 clarify if this was information that was available. So  
9 I think we have fleshed the issue out.

10 MS. DOBERNECK: Could I just ask one  
11 question. You mentioned, and I could have  
12 misunderstood, that there is some tracking that goes on  
13 for LSRs and then down to product type. Could you just  
14 give a little bit more explanation of what you meant by  
15 that?

16 MR. VIVEROS: What I meant was we certainly  
17 have multiple tracking mechanisms for keeping account of  
18 LSRs, and there are performance measures that can track  
19 the LSRs through their life cycle. Those measures for  
20 the most part are at the interface type level, so it  
21 tracks things that are submitted through the GUI versus  
22 things that are submitted through EDI. But on some  
23 measures like PO-5, the tracking is done at a more  
24 discreet level of how many, you know, how many FOCs did  
25 we render, how many jeopardize were issued against a

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1 particular product type. And then internally as far as  
2 managing and monitoring our performance, that is done by  
3 teams of folks that are responsible for specific  
4 products. So certainly those that are involved in the  
5 loop provisioning process would be focusing on their  
6 performance specific to loops.

7 MS. DOBERNECK: Okay. So when we're talking  
8 LSRs and product, we're talking more about the kinds of  
9 things that are measured in connection with the PIDs and  
10 the definitions I guess associated with them at this  
11 point?

12 MR. VIVEROS: Things that are measured by the  
13 PID and then the ongoing tracking that our centers do  
14 with respect to their performance, making sure that  
15 they're processing the requests.

16 MS. DOBERNECK: Okay, thank you, Mr. Viveros.  
17 I just --

18 JUDGE RENDAHL: Okay. Now you had a question  
19 that I interrupted?

20 MS. DOBERNECK: Yes. Jean, getting back to  
21 your testimony on page 14, your direct testimony, excuse  
22 me, you testified that there has been an increase of  
23 over 175% of total loops in the last 14 reported months.  
24 Do you have a breakdown of that percentage of 175%  
25 between analog and other DSLs specifically?

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1 MS. LISTON: I don't have -- I don't have  
2 that number off the top of my head, but if you look at  
3 the exhibit that I reference, I break it out between  
4 analog and DSLs, and the numbers are included in the  
5 exhibits. So it's just a mathematical conversion. It  
6 can be done. But I don't -- I -- I don't have that  
7 number in front of me.

8 MS. DOBERNECK: Okay, I'm done with my  
9 questions. I don't know if Mr. Wilson has anything  
10 else, but otherwise, I will hand it off to Ms. Cutcher.

11 JUDGE RENDAHL: Okay, why don't we turn to  
12 Ms. Cutcher for your issue, Covad issue, and then we  
13 will come back to Mr. Wilson.

14 MS. DOBERNECK: We have -- let me just be  
15 clear for the record. We have two issues that we would  
16 like to open and identify for purposes of the record,  
17 with the recognition that they are closed subject to the  
18 OSS testing. We have a third issue that I think ties in  
19 with loop 5 in the FOC trial that we were going to work  
20 off line with Qwest to define the issue, just so we can  
21 get that on the record.

22 MS. SACILOTTO: And, Judge Rendahl, yesterday  
23 I told you that I was going to add these to the log, and  
24 I attempted to, and then my computer ate my disk, so we  
25 have to do it on the record.

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1                   JUDGE RENDAHL: That's fine, and we'll just  
2 do it quickly.  
3                   MS. SACILOTTO: Yeah.  
4                   JUDGE RENDAHL: Okay, Ms. Doberneck, so we  
5 will address these as issues Washington 20, 21, and 22,  
6 so as you go through each of them -- you said there were  
7 three issues?  
8                   MS. DOBERNECK: Right, I think one of the  
9 issues falls with -- will be a sub part of loop 5.  
10                  JUDGE RENDAHL: Okay.  
11                  MS. DOBERNECK: So it won't need to be a new  
12 issue.  
13                  JUDGE RENDAHL: Okay.  
14                  MS. DOBERNECK: The first what I would  
15 identify as loop issue 20 would be the issue of  
16 cooperative testing.  
17                  JUDGE RENDAHL: Okay, let's go through that  
18 quickly.  
19                  MS. CUTCHER: Just real briefly, started  
20 cooperative testing with Qwest probably a little over a  
21 year ago, and the reason why we started cooperative  
22 testing was to address issues of loops that were not  
23 delivered correctly, had problems with them, resulted in  
24 trouble tickets, et cetera. And when we set up the  
25 process, we tried to make it as easy as possible on

04500

1 Qwest. It's a standard process between Covad and all of  
2 the ILECs that we deal with.

3           Basically Qwest calls in to an 800 number,  
4 engages in cooperative testing with our technicians on  
5 line, and we have also established an agreement that a  
6 Qwest technician does not have to stay on hold, for  
7 example, if our testing center is busy for any more than  
8 10 minutes. We have a capability of monitoring hold  
9 times and things like that, and then we have significant  
10 data that shows that it's very rare that a Qwest  
11 technician has to drop off the line. We tend to answer  
12 the majority of our calls within 10 minutes.

13           We have shared cooperative testing data with  
14 Qwest over the time since we began doing this with  
15 Qwest, and what's concerning to us specifically in  
16 Washington, about a year ago, Qwest was testing with us  
17 on roughly 90% of our loops, and that rate has dropped  
18 significantly down to the 60%. And what's more  
19 troublesome is the fact that Covad's volumes have also  
20 decreased. So it's not just a numbers game, if you  
21 will. So despite decreasing volumes where one would  
22 think they could maintain a higher level of cooperative  
23 testing, that percentage of testing has decreased  
24 significantly.

25           We are in the process of trying to reconcile

04501

1 the differences between Qwest and Covad. As I said,  
2 Covad contends that the current rate is around 60%, and  
3 Qwest contends that it's still up around 90%. And there  
4 seemed to be around 200 orders that we differ on, and  
5 we're trying to resolve that. As I said, we had  
6 indicated to Qwest that we wanted to resolve the  
7 difference prior to this hearing so we could come with  
8 good, clean data, and we have not been able to do that.  
9 We are still waiting for Qwest to come forward with what  
10 the issue is.

11 MS. DOBERNECK: And for purposes of the  
12 record, the SGAT reference for this issue is 9.2.2.9.5.

13 JUDGE RENDAHL: Thank you.

14 Is there any brief Qwest response, or is that  
15 sufficient, Ms. Sacilotto, to capture the issue?

16 MS. SACILOTTO: Well, it captures the issue,  
17 but I guess I would like Ms. Liston to respond with our  
18 side of the story.

19 JUDGE RENDAHL: Okay, let's just have that  
20 very briefly.

21 MS. LISTON: There is a discrepancy. We are  
22 showing our current results at over 90% for Washington.  
23 We have done several things in response to Covad's  
24 concerns around the cooperative testing. We have  
25 introduced new SGAT language to waive the non-recurring

04502

1 fees if we do not perform the cooperative testing, and  
2 we have done additional training and provided the data  
3 in terms of the cooperative testing. We put additional  
4 tracking mechanisms in place to ensure that it's also  
5 being done.

6           So Qwest has responded to Covad's concerns  
7 around this, and we are now at a situation, as  
8 represented, that we are trying to reconcile our data,  
9 why our data shows 90%, over 90%, it was 94% was our  
10 data for Washington, and I believe it was the May data.  
11 We did not have tracking in place historically. As a  
12 result of the workshops, we did establish the tracking,  
13 and for the first month tracking, we came in at 94%.  
14 Covad data came in at 60%. Now we're trying to  
15 reconcile those differences.

16           JUDGE RENDAHL: Okay, is that sufficient on  
17 issue 20?

18           Okay, let's move on to the next issue.

19           MS. SACILOTTO: I'm sorry, Megan, what did we  
20 do with it, did we close it?

21           JUDGE RENDAHL: It's closed subject to ROC  
22 testing.

23           MS. DOBERNECK: Yes.

24           Our next issue, loop 21, and there's no SGAT  
25 reference for this particular issue, deals with the



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1 scenario in which a new Qwest voice customer comes to  
2 Covad or another DLEC seeking data service, and I will  
3 have Ms. Cutcher describe this issue and the problem we  
4 have encountered.

5 MS. CUTCHER: Basically what's happened is  
6 that if a new Qwest end user is interested in Covad DSL,  
7 Covad can not pre-qual or place an order for new DSL  
8 service until that new Qwest customer, if you will,  
9 receives their first telephone bill. So what happens is  
10 that Covad feels we're placed at a competitive  
11 disadvantage, because there's about a 30 day time  
12 interval between when the new Qwest customer places  
13 their order or has their service and gets their first  
14 bill.

15 The other issue that we have run into is the  
16 fact that -- is an issue of parity. Rather than Qwest  
17 waiting that same interval before soliciting, if you  
18 will, a customer for the megabyte service, they have  
19 proactively called those type of new customers and  
20 solicited them for Qwest DSL service. So, you know,  
21 again, Covad feels this is an anticompetitive situation  
22 and wanted to bring it to this forum.

23 JUDGE RENDAHL: Okay, and I'm assuming this  
24 is information that Qwest has heard before. What is  
25 Qwest's response?

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1 MS. LISTON: I addressed this issue in my  
2 rebuttal testimony on page eight. There was a problem.  
3 Covad did inform Qwest of this in one of our workshops.  
4 We created a manual work around and said we will accept  
5 the orders on a manual basis until we can get a system  
6 fix in place. The system fix was -- the request was  
7 made and implemented on June 14th.

8 JUDGE RENDAHL: Okay, and Exhibit 926 is the  
9 rebuttal testimony.

10 Ms. Kilgore.

11 MS. KILGORE: I have a couple of questions  
12 related to this issue. Do you know, Ms. Liston, how  
13 quickly a new Qwest customer can be prequalified and/or  
14 tested for the receipt of Qwest DSL service?

15 MS. LISTON: I do not know that answer. I  
16 know that we can not take the order simultaneously, so  
17 we can not do a voice order and a megabyte  
18 simultaneously. I do not know what delay there is  
19 between the two orders, but it is two separate orders.

20 MS. DOBERNECK: This is Megan Doberneck with  
21 Covad. This has come up in another jurisdiction in  
22 connection with OSS testing, and specifically that  
23 jurisdiction was Arizona, and according to the instant  
24 work order that was opened by CAP-Gemini, it was  
25 approximately two weeks after the end user had become a

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1 new Qwest voice customer.

2 JUDGE RENDAHL: Two weeks after they became a  
3 new customer, that was when they were able to be  
4 prequalified or that they were able to obtain the  
5 service?

6 MS. DOBERNECK: That's an interesting  
7 question. The IWO identifies it as the fact that the  
8 customer was prequalified, as I understand it. It  
9 wasn't prequalification per se, but there was something  
10 Qwest was able to do to determine whether DSL could be  
11 provided over that line.

12 JUDGE RENDAHL: Mr. Viveros.

13 MR. VIVEROS: Just to clarify, it is not our  
14 normal process to require a CLEC to wait until an end  
15 user, a Qwest end user customer, has received their  
16 first bill in order to be able to prequalify their loop  
17 and convert the service to DSL. There were some  
18 connections between various data bases that our  
19 interface was using that precluded the CLEC from being  
20 able to do that. To Ms. Liston's point, we recognized  
21 that our systems were not working in accordance with our  
22 process or our policy, we put in a work around, and then  
23 we resolved the system problem June 14th.

24 MS. DOBERNECK: As of June 14th, the system  
25 problem is resolved?

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1 MR. VIVEROS: That was my understanding. We  
2 put a system fix in the evening of June 14th.

3 MS. DOBERNECK: I guess I am unaware of that.  
4 Could you -- how -- can you tell me how that  
5 notification was issued and whether is this still the  
6 subject of ongoing testing? Because I guess I haven't  
7 seen anything, so I just -- I just don't know.

8 MR. VIVEROS: We can follow up and find out  
9 how the notification was provided. I can answer the  
10 second half of that. It is still subject to ongoing  
11 testing. It's being tested in both the Arizona OSS test  
12 and the ROC third party test.

13 JUDGE RENDAHL: But Qwest is attempting to  
14 fix this disconnect, so to speak?

15 MR. VIVEROS: Yes.

16 MS. SACILOTTO: Yeah, I mean there's -- you  
17 obviously have to -- you release the software and then  
18 it gets tested, so I believe one has happened and two is  
19 ongoing, correct, Chris?

20 MR. VIVEROS: Correct, I mean the overall  
21 process is being tested in both third party tests.

22 JUDGE RENDAHL: Okay.

23 Ms. Kilgore.

24 MS. KILGORE: Okay, so the system fix will  
25 make prequalification available to a requesting CLEC how

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1 quickly after that customer becomes a Qwest voice  
2 customer?

3 MR. VIVEROS: And I can't -- I can't give you  
4 a definite. There needs to be a record of the service,  
5 so I would expect that in a matter of a few days, the  
6 order that put that voice service in will have posted  
7 and updated all the necessary data bases that would make  
8 that information available. Now that is subject to that  
9 order being completed, that order processing through the  
10 systems, the schedule update process for taking new loop  
11 makeup information and updating the loop qualification  
12 data base.

13 So I mean to Ms. Doberneck's point, I think  
14 in CAP-Gemini's assessment, it looked like it could take  
15 as long as two weeks before the information made it  
16 through the various data bases so that it was in the  
17 loop qual data base and available to Qwest retail or to  
18 CLECs.

19 MS. KILGORE: And is that true, will it be  
20 true for Qwest as well, I mean the whole data base  
21 update, all the timing restrictions that you just  
22 described, will that be true for Qwest or just CLECs?

23 MR. VIVEROS: No, it applies to both. We  
24 have a single loop qualification data base where the  
25 loop makeup information is. It needs to get into that

04508

1 data base for it to be available to either Qwest or a  
2 CLEC.

3 MS. KILGORE: The reason I'm asking is  
4 because one of my colleagues recently requested new  
5 service from Qwest and was told that they would, quote,  
6 test for DSL service as soon as the line was functioning  
7 to find out whether the line could support DSL. That  
8 was what the Qwest agent told him. So I'm just -- I'm  
9 trying to understand how it really works and how it's  
10 supposed to work, I guess.

11 MR. VIVEROS: And I honestly don't know how  
12 or what that agent would have been referring to. In  
13 order for -- when a retail customer contacts Qwest about  
14 Qwest DSL service, the service representative accesses a  
15 qualification tool. That qualification tool has got  
16 algorithms to ensure that the plant makeup satisfies our  
17 particular specifications for DSL. The underlying data  
18 that the tool goes and snatches, if you will, is sitting  
19 in the loop qualification data base, the same data base  
20 that a CLEC is accessing when they use the raw loop data  
21 tool.

22 MS. KILGORE: Okay. And then just one kind  
23 of related question, and I don't have an issue for this  
24 or a number. I just have a question for Mr. Viveros,  
25 because I'm hoping you might know the answer. It

04509

1 appears that if a Qwest voice customer moves, or data,  
2 moves from one CO to another and takes their number with  
3 them, ports their number geographically, we have been  
4 told by Qwest that that number can no longer -- the line  
5 to which that ported number is assigned can no longer be  
6 used to provide DSL service. Are you familiar with that  
7 issue?

8 MR. VIVEROS: Let me make sure I'm  
9 understanding the scenario. When you say ported --

10 MS. KILGORE: Geographically ported.

11 MR. VIVEROS: Right.

12 MS. KILGORE: Moved from one CO to another.

13 MR. VIVEROS: One Qwest switch to another.

14 MS. KILGORE: Yes. Well, I don't know if  
15 it's a switch.

16 MR. VIVEROS: As opposed to being ported out  
17 to a CLEC switch?

18 MS. KILGORE: Exactly.

19 MR. VIVEROS: And if a customer were to do  
20 that so that they now have a non-native number operating  
21 on a switch that would normally serve their address, can  
22 that customer get Qwest DSL?

23 MS. KILGORE: Well, let's start with Qwest  
24 DSL.

25 MR. VIVEROS: That I do not know.

04510

1 MS. KILGORE: Can you think of any reason why  
2 they couldn't? I have heard now at least two people who  
3 have been told that by Qwest.

4 MS. SACILOTTO: You know, I -- this is new,  
5 and it's anecdotal, and it's -- and I don't think the  
6 issue is clearly defined enough for us to even respond  
7 to it. Because we're not -- even AT&T is not sure of  
8 the scenario that they're describing, and I'm not quite  
9 certain of the scenario they're describing. I mean  
10 really have -- this is very amorphous stuff that we're  
11 getting here.

12 MS. KILGORE: Well, it was Mr. Sekich who  
13 actually encountered the issue, so he can describe it.

14 JUDGE RENDAHL: While maybe Mr. Sekich can  
15 describe it, I'm wondering whether it's beneficial so we  
16 don't waste workshop time right now to have the parties  
17 discuss this off the record, and then if it's something  
18 that can't be cleared up off the record, let's discuss  
19 it on the record right after lunch.

20 MS. SACILOTTO: That's fine.

21 JUDGE RENDAHL: If that's acceptable, so that  
22 we can go through other -- does AT&T have other loop  
23 issues that we need to address on the record?

24 MS. KILGORE: Just one more.

25 JUDGE RENDAHL: Okay.



04511

1 MS. KILGORE: And it should be relatively  
2 quick.

3 JUDGE RENDAHL: And is this a loop -- is this  
4 something we need to identify a loop number, an issue  
5 number to?

6 MS. KILGORE: I would like to assign it an  
7 issue, and then we can, I think, agree that it's closed.  
8 We would like to -- we would like to make the Commission  
9 aware of what we perceive as an issue, and I don't think  
10 we need to do anything more than that.

11 JUDGE RENDAHL: Okay. Before you go ahead,  
12 Ms. Kilgore, Ms. Doberneck, did you have one more item  
13 that we needed to go through for Covad?

14 MS. DOBERNECK: I didn't, but I wanted to  
15 make sure that our record is clear here is that for loop  
16 21, which deals with this issue of when a CLEC can  
17 prequalify and then submit an order for a new -- for  
18 data service for a new Qwest voice customer is closed  
19 subject to the results of the OSS testing.

20 JUDGE RENDAHL: Thank you, Ms. Doberneck.

21 MS. SACILOTTO: Yes, thank you.

22 JUDGE RENDAHL: Okay, let's go ahead,  
23 Ms. Kilgore. This will be issue 22, or Mr. Wilson, this  
24 will be issue 22.

25 MR. WILSON: AT&T and other CLECs became

04512

1 aware of a provisioning problem with unbundled loops  
2 that where the underlying facility is being provided in  
3 the Qwest network on integrated digital loop carrier.  
4 Integrated digital loop carrier does present the  
5 companies with a unique issue, since it can not directly  
6 be provided as an unbundled loop. Qwest must unbundle  
7 it from its switch in a different way than it does with  
8 different -- with other types of loops.

9         We became aware in Colorado where a small  
10 CLEC was trying to get unbundled loops that happened to  
11 be on digital loop carrier, integrated digital loop  
12 carrier, that Qwest had provisioning problems that were  
13 causing large percentages of disconnect of the customers  
14 when the order was given to Qwest to migrate the loops  
15 to the CLEC. And this looked to be a very disturbing  
16 issue. There was a lot of discussion about it on  
17 several occasions in the Colorado workshops.

18         And I think at the very least, we wanted to  
19 hear from Qwest what they had done to resolve this  
20 issue, because it was causing a lot of problems with end  
21 users. And as AT&T contemplates expanding its types of  
22 provisioning for customers in Washington, we certainly  
23 don't want to have a large percentage of disconnects  
24 when we hit neighborhoods where there is iDLC, iDLC is  
25 being used to provide current service. So I think we

04513

1 would like to hear where Qwest is in resolving this  
2 issue.

3 MS. SACILOTTO: Ken, can you tell me, have  
4 you ever ordered a loop anywhere on iDLC?

5 MR. WILSON: I'm not sure. We were ordering  
6 loops in fair quantities. I'm not sure.

7 MS. LISTON: The issue around iDLC, there is  
8 -- I've got quite a bit of testimony pre-filed around  
9 this issue. It was in my direct testimony. And within  
10 my direct testimony, there's a section addressing iDLC  
11 issues, and I also have several exhibits attached to my  
12 direct testimony. And I apologize, I have the JML  
13 numbers in front of me only.

14 JUDGE RENDAHL: If you can give us that, that  
15 would be helpful.

16 MS. LISTON: Okay. JML-9, 10, and 11 all  
17 address issues associated with the iDLC provisioning of  
18 unbundled loops on iDLC.

19 JUDGE RENDAHL: Okay. And those exhibits are  
20 893, 894, and 895 just for the record. Thank you.

21 MS. LISTON: Qwest has a detailed process.  
22 We will look for alternatives for unbundling the loop if  
23 the loop is currently on iDLC. That includes looking  
24 for alternative facilities, looking at line and station  
25 transfers and all the way through a myriad of different

04514

1 kinds of options including central office equipment  
2 options and a term that's called hairpinning, that's  
3 also in my testimony describing that. The -- within our  
4 -- within our coordinated control center that I  
5 mentioned earlier in the workshop, there is a special  
6 team that's handling iDLC issues, and they will help  
7 with the coordination to make sure that -- where it runs  
8 into a problem is because it's usually an existing  
9 customer, they're on analog service, but when you go to  
10 unbundle the loop, it can't be provisioned strictly on  
11 the iDLC. Qwest believes that it's taken significant  
12 steps for correcting the problem and believe we have  
13 closed this issue in terms of our handling for the iDLC.

14 MS. SACILOTTO: And just for the benefit of  
15 the record, we disagree with Mr. Wilson's  
16 characterization of this issue and the evidence that's  
17 not even before this Commission from another proceeding.  
18 But also, this is an issue that we have discussed in  
19 every other jurisdiction and have closed in every other  
20 jurisdiction.

21 MR. WILSON: What part of what I said don't  
22 you concur with? I mean would you like to bring the  
23 SunWest testimony into this state?

24 MS. SACILOTTO: No, Ken, I am just  
25 disagreeing for the benefit of representing my client,

04515

1 and I am representing that we have closed this issue in  
2 every other state, which is true.

3 JUDGE RENDAHL: Okay, so the representation  
4 is that this issue is closed; is that correct,  
5 Mr. Wilson?

6 MR. WILSON: Well, the last that I had heard,  
7 it was a heated discussion in Colorado, and I simply  
8 wanted to see if progress had been made in fixing the  
9 problem. The problem as I understood it from the  
10 discussion was that when the CLEC ordered an unbundled  
11 loop with basic installation that there was a  
12 coordination problem in that when it turned out the loop  
13 was provisioned or provided to the customer on iDLC,  
14 there was a high likelihood that the provisioning of the  
15 loop would stop.

16 JUDGE RENDAHL: Okay.

17 MR. WILSON: Because they had to do this  
18 other process.

19 JUDGE RENDAHL: I understand that that's --

20 MR. WILSON: But the disconnect --

21 JUDGE RENDAHL: I understand that that's the  
22 issue. I'm just trying to figure out how we -- what the  
23 purpose is for bringing that here. Is it closed, or it  
24 sounds like you don't know what the resolution is, so --

25 MS. SACILOTTO: No, it is, we settled the

04516

1 matter with SunWest, and we closed iDLC in every other  
2 state based upon Mr. Wilson's request that we make a  
3 commitment to perform hairpinning on an interim basis on  
4 more than three unbundled loops, which we have done. We  
5 also provided the detailed information that gives all of  
6 the intervals of when we're going to perform the various  
7 functions for providing a loop over iDLC, when we will  
8 order the COT, when we will make the engineering  
9 decisions, how we will perform the hairpinning, all of  
10 that, the engineering decision trees, the commitments,  
11 the 11 step process for doing this, all of this has been  
12 presented, all of this has been discussed, and all of  
13 this has been closed in three other states, including  
14 the information that we provided to AT&T for the wire  
15 center raw loop data tool that can show them every  
16 instance of iDLC in a particular wire center.

17 MS. DECOOK: Kara, it's Becky DeCook. I  
18 didn't see the commitments that you just articulated on  
19 the removing the limitation of three lines on  
20 hairpinning in your testimony. Can you cite me to that?

21 MS. SACILOTTO: Well, if it's not in the  
22 testimony, I'm sure that we're prepared to do that right  
23 now.

24 Mr. Hubbard.

25 MR. HUBBARD: Jeff Hubbard with Qwest. Yes,

04517

1 we did say that we would provide more hairpinning, more  
2 than three loops. It was on the transcripts, I forget  
3 which state it was in, but you were there, Ken, and so  
4 we are prepared to do that on more than three loops,  
5 provide hairpinning.

6 MS. KILGORE: Just for the record, I would  
7 also like to clarify, we did leave this at impasse in  
8 Colorado, because we still had concerns. We appreciated  
9 the documentation that Qwest provided. However, we did  
10 keep this open as an issue, and it's at impasse there.  
11 So I think at this point, you know, we have concerns, we  
12 have not seen -- we have not seen Qwest yet implementing  
13 -- I mean we haven't had experience with what they have  
14 said they will implement, so we will, you know, wait and  
15 see. At this point, I would suggest that we put this  
16 closed subject to ROC testing. We would like to see if  
17 this can be incorporated into the ROC test.

18 MS. SACILOTTO: Well, I'm not going to agree  
19 with that. If -- I don't know what they think is going  
20 to be incorporated into the ROC test. If they want to  
21 close it subject to general performance pursuant to the  
22 performance measures that are already established and  
23 whatnot, that's acceptable.

24 MS. DOBERNECK: Just to clarify, can you just  
25 point me to the performance measures that this would

04518

1 fall into just so I can keep my notes clear.

2 MS. SACILOTTO: Let me let Jean respond to  
3 which performance measures address provisioning of  
4 unbundled loops.

5 MS. LISTON: We would in the iDLC situation  
6 where we were not able to provision the loop, we would  
7 be getting a commitments missed against OP-3. Our  
8 overall installation interval would be expanded, because  
9 we would not be able to provision in the 5 days on the  
10 OP-4 measures for installation interval. We have  
11 discussed within the iDLC discussion that we had that on  
12 many of the alternatives there would be a 15 day  
13 interval associated with doing portions of that work for  
14 the various alternatives. And again, the different  
15 intervals are in my testimony. So it would impact the  
16 installation interval, because if we had those  
17 occurrences, they wouldn't be in 5 days. We would have  
18 the 15 days, and that would be part of our overall  
19 installation interval. So I think we would see those  
20 kinds of impacts in those performance measurements.

21 JUDGE RENDAHL: Okay.

22 Mr. Griffith, you had a question.

23 MR. GRIFFITH: I guess my question, does it  
24 take 15 days to do a hairpin for an iDLC circuit?

25 MS. LISTON: And I have to apologize, my



04519

1 memory. The intervals that we have on that exhibit were  
2 based on a couple of different things, and one of the  
3 concerns with the hairpinning is that there are -- we  
4 will have approvals that need to be breached. We're not  
5 going to do it on a standard regular basis that we will  
6 do the hairpinning. There's overall impacts associated  
7 with the integrity of the network every time we do a  
8 hairpinning.

9         The actual interval that it takes to do a  
10 hairpinning may not take 15 days to do the whole  
11 process, but we wanted to make sure that as we go into  
12 those situations that we put the interval in place so  
13 that we would ensure that if we did it, we did it right,  
14 and we wouldn't make the wrong decisions on it.

15         Again, this would be a situation where on our  
16 due dates when that -- when that initial analog comes  
17 in, it's going to get assigned a 5 day due date. It  
18 will be after the fact that we would find out that it  
19 went iDLC, and we need to do the alternatives.

20         We were asked in one of the workshops for a  
21 guideline in terms of what we thought the intervals  
22 would be for these different conditions, situations. We  
23 used the 15 days as a kind of a bench mark, said, well,  
24 we will put it into a kind of a similar category that we  
25 would do conditioning, because we know it's going to be

04520

1 outside of the ordinary pattern. But being that our  
2 measurement is at 5 days and that's what we're going to  
3 be measured against under PID, we would be doing  
4 everything we could to get it faster, but we didn't --  
5 but we expected we wouldn't do it in anything more than  
6 15 days.

7 MR. WILSON: And I remembered that what I had  
8 suggested was that hairpinning be used as an interim  
9 solution while a central office terminal or some other  
10 long-term solution was being provisioned, and so I -- I  
11 would tend to agree with the question that was just  
12 asked that 15 days seems too long. I would like to see  
13 this become more of a standard procedure to do the  
14 hairpinning, and then you can back off or reprovision  
15 the hairpinned loops onto more permanent facilities as  
16 they become available. Because it certainly doesn't  
17 require 15 days to do a hairpin.

18 JUDGE RENDAHL: Ms. Doberneck, and then I  
19 think we really need to close out this issue and get  
20 going on NIDs.

21 MS. DOBERNECK: Jean, this actually may be  
22 something more for Chris, and I realize he's out of the  
23 room, but when we're talking about the interval, how  
24 will Qwest know when to sort of kick off the five  
25 business day interval? There's sort of that preliminary

04521

1 decision making time period. Do you know how the start  
2 time will be tracked? Because as I understand, when  
3 we're talking iDLC, there's an initial decision making  
4 period. Can we work around, can -- is hairpinning  
5 available, how will Qwest know when the five day  
6 interval starts, and what will -- what will be that  
7 trigger point, and how will it be captured?

8 MS. LISTON: What will happen is where, you  
9 know, we're talking about analog loops. Our FOC return  
10 is five day, I mean it's a 24 hour return. And in the  
11 24 hours, we return always the standard interval if  
12 that's what's asked for. If they ask for longer than  
13 standard return, that's traditionally a five day  
14 interval. So when the order comes in, we will return a  
15 five day due date, and that's what we will be measured  
16 against is a five day due date. Once it hits the  
17 assignment process is when they will determine and  
18 discover that it's on iDLC and that we have a problem.  
19 At that point in time, the CLEC would be notified if  
20 there is a jeopardy on the order, but they would have  
21 already made that decision on whether or not they think  
22 they can still meet the five day due date by coming up  
23 with an alternative or it would be in a facility  
24 jeopardy situation where we have to go to another  
25 alternative.

04522

1 JUDGE RENDAHL: Okay, are we ready to move on  
2 to NIDs and line splitting?

3 MS. SACILOTTO: Well, we have 15 minutes, and  
4 I've got to go grab Mr. Steese. How do you want to do  
5 this? He'll go grab him. Let's just start out.

6 JUDGE RENDAHL: Okay, I was going to say  
7 let's take like a minute or two to transition, so we'll  
8 go off the record and transition and then come back.  
9 Okay, so let's be off the record for a moment while we  
10 transition.

11 (Discussion off the record.)

12 JUDGE RENDAHL: Back on the record after a  
13 brief break. We have two additional appearances to make  
14 on the record. We have new attorneys here for Qwest and  
15 AT&T. Mr. Sekich.

16 MR. SEKICH: This is Dominick Sekich for  
17 AT&T.

18 JUDGE RENDAHL: And Mr. Steese.

19 MR. STEESE: And Chuck Steese on behalf of  
20 Qwest.

21 JUDGE RENDAHL: Okay, thank you.

22 And we're starting with NIDs and line  
23 splitting, and we're working off of an issues list  
24 developed following the Colorado workshop, and we will  
25 be addressing those issues that are at impasse unless

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1 there's a closed issue that some party has some issue  
2 with, which is a process we have been using with other  
3 issues lists. So let's start with Washington NID issue  
4 number 1. There are five sub issues here. It appears  
5 that 1(a) is at impasse, and I don't see a resolution  
6 for 1(e), is that an oversight?

7 MS. LISTON: I think that's an oversight.

8 JUDGE RENDAHL: Is it closed or at impasse;  
9 do you know? Include termination devices for all NID  
10 functions?

11 MS. LISTON: I believe that's a closed issue.

12 MR. WILSON: I don't think it's an open  
13 issue. I think if there was an issue there, it's  
14 probably incorporated somewhere else, so I think we can  
15 consider it closed.

16 JUDGE RENDAHL: Okay, so let's start with  
17 Washington NID issue 1, which is sub issue A. Who  
18 wishes to proceed, Mr. Wilson?

19 MR. WILSON: Yes, this is an issue regarding  
20 how the structure of the NID price will be handled when  
21 it is in the context of a subloop that would be ordered  
22 by the CLEC. And AT&T has some concern that the CLEC  
23 had the option of being able to order the NID as a  
24 separate element if it so chooses separate from any  
25 subloop element, our concern being that somehow when the

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1 price is constructed for the subloop that the effective  
2 NID price would go up. So we think that kind of is our  
3 issue.

4 JUDGE RENDAHL: Ms. Liston or Mr. Steese.

5 MS. LISTON: And I have to say I lost you a  
6 minute there, Ken. 1(a), when I looked at 1(a) when I  
7 -- my recollection was that this would be that you just  
8 wanted to buy NID access not in conjunction with  
9 subloop, that this was just the purchase of a stand  
10 alone NID. And when I heard you talk about the subloop,  
11 I got lost for a second in that discussion.

12 MR. WILSON: Well, I think if you read the  
13 item (a) description, it says, make a NID available on  
14 stand alone basis even when Qwest owns the inside wire.

15 MS. LISTON: Okay. So this would -- thank  
16 you, Ken. The issue here is right now if the CLEC wants  
17 to purchase access to a NID and it's also access to  
18 subloop, it's a loop plus NID combination, so to speak,  
19 where you're getting -- the subloop definition includes  
20 the NID is probably a better way of saying it. And we  
21 do have access for the subloop at the NID. We also have  
22 the loop includes the NID, and we've also made available  
23 a stand alone NID that if for some reason the CLEC just  
24 wanted to bring their facilities in but then access the  
25 NID that they can do that. This scenario was to have a

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1 separate price, I believe, for NID and then subloop  
2 separately as opposed to including the NID in part of  
3 subloop, and Qwest is not in a position to do that as  
4 two separate items.

5 MR. WILSON: Why?

6 MS. LISTON: The way that we have -- the way  
7 that we have it structured right now from all of our  
8 provisioning systems, all of our piece parts, is that if  
9 you purchase the subloop, it includes the NID. It  
10 includes access to your NID. And that that's just --  
11 that's the way that the -- and that's really a subloop  
12 issue associated with how we put the subloop portion  
13 together. We have provided access at the NID regardless  
14 of whether it's a loop or a subloop, but you can have  
15 access to the NID, access at the NID. What we have said  
16 though is if the inside wire or the customer wire is  
17 owned by Qwest, that's a subloop issue. You can wire  
18 the NID, but you really are purchasing a subloop issue.

19 MR. STEESE: Let me add one other thing here  
20 too. When you look at the subloop, the FCC has made  
21 very clear in its UNE Remand Order that when you order a  
22 subloop element, no matter how far out into the network  
23 you go, the NID associated with it or the demark comes  
24 along with that subloop, exactly what we have priced.

25 And the only conceivable thing that AT&T

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1 could be talking about here is they put in their own  
2 inside wire, then they have their own distribution  
3 facilities coming all the way to that inside wire, but  
4 they don't want to put in their own NID. I mean they're  
5 going to build everything else and not install a NID.  
6 That's the only conceivable purpose for that, and the  
7 likelihood of that happening is so incredibly remote as  
8 to make it almost ridiculous. It just will not occur  
9 where they build inside wire and distribution, say but,  
10 Qwest, we want your NID. I just can not foresee that  
11 occurring.

12 JUDGE RENDAHL: Okay, any follow up by AT&T?

13 MR. WILSON: Yes, I guess I didn't think the  
14 example Mr. Steese just raised was a problem, because I  
15 thought the current SGAT actually gave us the ability to  
16 order a NID by itself, and I think your example, that  
17 would be what we would do. So I guess that wasn't the  
18 example that I was thinking of, because I thought we  
19 could do -- we could order that with the existing SGAT.  
20 I didn't think that was actually in dispute.

21 MR. STEESE: So what are you talking about  
22 then, Ken? Why do you need the NID rate separate from  
23 the subloop rate when, in fact, it's all one already,  
24 and that's what the FCC has stated?

25 MR. WILSON: I guess our concern is that



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1 somehow the price will go up for the total with the NID  
2 in there rather than the separable pieces. I think  
3 that's our biggest concern.

4 MR. STEESE: Isn't that a cost docket issue  
5 though, Mr. Wilson?

6 JUDGE RENDAHL: Mr. Sekich.

7 MR. SEKICH: Very briefly. Chuck, for the  
8 benefit of us here at the workshop, will you tell us  
9 what you're looking at I guess is in the UNE Remand  
10 Order, your recent statements that it's included, that  
11 the price of a subloop?

12 MR. STEESE: I certainly can get that after  
13 lunch for you.

14 MR. SEKICH: Okay.

15 MR. STEESE: But there clearly is provision  
16 in the UNE Remand Order that says when you order the  
17 subloop, the associated NID comes with.

18 JUDGE RENDAHL: Okay. Any discussion about  
19 the cost docket issue raised by Mr. Steese, or should we  
20 at this point call this impasse and move on?

21 MR. SEKICH: I think it would be fair to  
22 characterize it as impasse. It would be AT&T's intent,  
23 as we have done elsewhere, to brief this issue here with  
24 respect to -- within this proceeding.

25 JUDGE RENDAHL: Okay. Well, then let's call

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1 this one impasse and move on unless you all can work  
2 together off line and figure out if there's any  
3 disconnect that you have.

4           The next issue in Washington NID issue 2,  
5 there are three sub issues, and it's issue B, CLECs want  
6 Qwest to remove its connections from protector when CLEC  
7 accesses protector, and that's again an AT&T issue.

8           MR. WILSON: Well, this will probably  
9 engender an interesting lively discussion. Let me frame  
10 the issue, and Judge Rendahl, you can tell us how long  
11 you want us to go.

12           JUDGE RENDAHL: Well, I would say let's --  
13 you have 15 minutes to address this issue, and then we  
14 will take our lunch break, okay.

15           MR. WILSON: Okay.

16           JUDGE RENDAHL: And if you don't take that  
17 long, great.

18           MR. WILSON: I guess I thought we were  
19 breaking at 12:30.

20           JUDGE RENDAHL: Well, I decided we would go  
21 for an additional 15 minutes, would give you all an hour  
22 and 15 minute lunch break, and I think that will be  
23 sufficient.

24           MR. WILSON: Thank you.

25           Let me characterize this issue a little more

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1 succinctly. It's AT&T's position that it is -- it  
2 should be permissible for Qwest facilities to be removed  
3 from the NID when they are no longer being used to  
4 provide service, that they can be capped off properly  
5 and tied up, and the CLEC can then have use of the NID  
6 for its own loop facilities. This may be necessary in  
7 situations where either the customer does not want  
8 additional NIDs on the premises or could even be in some  
9 condominium situations where the building restrictions  
10 by the condominium association prohibits additional  
11 boxes on the house.

12           It is my contention that this does not  
13 violate any codes. It's Qwest's position that it does  
14 violate code, but I have examined in close detail the  
15 National Electrical Code and other codes that are  
16 appropriate for this type of installation. Also, the  
17 only existing Bell system practice that I could find  
18 showed that it was appropriate to tie an existing drop  
19 up and tape it when it was no longer necessary, that  
20 that could be done. So we would like to see SGAT  
21 language included which would allow existing Qwest drop  
22 to be removed from the NID when their loop is not being  
23 used any more.

24           JUDGE RENDAHL: Response from Qwest?

25           MS. LISTON: Qwest disagrees with the way

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1 that was presented. Qwest's position is that the  
2 National Electric Safety Code does require all network  
3 facilities to be terminated at a protection. What we're  
4 really talking about is AT&T's request is to remove the  
5 loop -- the Qwest distribution facilities from the  
6 protector side of the NID. Qwest has agreed to allow  
7 any CLEC to wire to a NID both on the protector side or  
8 the customer side if there's space available. What we  
9 have said we will not allow is we will not allow our  
10 distribution plant to be removed from the protector side  
11 of the NID and wrapped and left dangling.

12           The Bell system practice that Mr. Wilson  
13 referred to is a 1967 practice written by AT&T that he  
14 claims in another jurisdiction he had in his attic. The  
15 Qwest position is that if we were ordered to allow the  
16 CLECs to disconnect our distribution plant, we would be  
17 in violation of the current National Safety Electric  
18 Code that says all facilities need -- all  
19 telecommunications facilities need to be terminated on  
20 the protector side. We also believe that there would be  
21 risks associated with potential fire risks and harm to  
22 employees of any telecommunication provider who would be  
23 working at that NID and also to any of the home owners.

24           JUDGE RENDAHL: Just for my own purposes,  
25 what do we mean when we're talking about a protector

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1 site? Is it just a capping off a wire, or is it a site  
2 on a premises or something grounded?

3 MR. STEESE: Side, S-I-D-E.

4 JUDGE RENDAHL: Thank you.

5 MS. LISTON: And within the NID, there's a  
6 section that provides ground protection for electrical,  
7 you know, any kind of ground protections for protection  
8 against lightning strikes or anything like that. That's  
9 on the -- the protector is on the network side of the  
10 NID. The other side of the NID is the customer side,  
11 and that's where you interconnect with the inside wire.

12 JUDGE RENDAHL: So as I understand it, AT&T  
13 is requesting that Qwest's facilities from the  
14 distribution plant be taken off the protector side and  
15 capped off that way or just left dangling instead of  
16 being connected to the protector side of the NID.

17 MS. LISTON: That's correct.

18 JUDGE RENDAHL: Okay.

19 Any response from AT&T before -- I mean I  
20 think this is a fairly quick issue.

21 MR. WILSON: Yes, I think left dangling is  
22 not what we're proposing. The Bell system procedure  
23 said you can cap it off and tape it to itself. The drop  
24 is always attached to the house by an insulator  
25 generally before it comes to the NID, so you simply

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1 disconnect it from the NID, tape it, and then tape it to  
2 itself, and that is considered good practice by the only  
3 Bell system practice that either company has been able  
4 to produce. Lightning and overvoltage haven't changed  
5 since '67.

6 My review of the Electrical Code does show,  
7 as Ms. Liston says, that protection is required in their  
8 local plant, but that protection has to be provided up  
9 on poles. It is not sufficient for them to have  
10 protection at the house. In fact, it's not even  
11 necessary. The protection has to be in the plant  
12 network, and that's simple to resolve, because they have  
13 lots of distribution facilities that are not terminated  
14 on network interface devices at all. Any spare copper  
15 out on the poles is not terminated on house protectors.  
16 They have to have separate protectors. If Qwest is not  
17 providing those, then they would be in violation of the  
18 code without putting those on. So the protector on the  
19 house is not necessary, so that is my reading and  
20 interpretation of the Electrical Code.

21 JUDGE RENDAHL: Okay, Mr. Sekich and then  
22 briefly, Qwest.

23 MR. SEKICH: One very brief question of  
24 Qwest. If a customer were to request the removal of a  
25 NID, what would Qwest do? What are their internal

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1 practices with respect to that drop that I guess would  
2 remain?

3 MS. LISTON: I'm puzzled by the question, to  
4 remove the NID, so that they just don't want -- I mean  
5 what would be the -- why -- I'm having a hard time even  
6 envisioning a case where a customer would ask us to  
7 remove a NID.

8 MR. SEKICH: You will begin to think I am the  
9 font of all these hypotheticals, but, in fact, I have  
10 two NIDs on my house. It is a vestige of when there  
11 were apartments upstairs, and now it's been converted  
12 back. I only need one. I actually would like Qwest to  
13 remove the NID that's surplus on my house. What would  
14 Qwest practices be? And there is existing drop on that  
15 NID.

16 MR. PAPPAS: This is Dennis Pappas with  
17 Qwest. You would call in and basically issue an order  
18 that would add a DSC order that would ask for a drop  
19 removal, and they would also remove the NID at that  
20 time, but they would remove the drop and the NID. And,  
21 of course, that service order would come, there would be  
22 a charge for that work that's done.

23 And just to clarify on something that Ken  
24 said, each pair isn't physically protected on the pole.  
25 It's the cable sheath that's protected on the pole.

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1 Each pair is protected where it terminates at the far  
2 end. So I think what you -- I think your statement kind  
3 of misrepresented the facilities that are there.

4 JUDGE RENDAHL: I think Mr. Dittemore has a  
5 question.

6 MR. DITTEMORE: I believe the terminal that  
7 the drop works out of, isn't there protectors in that  
8 terminal for each pair of the drop it's working?

9 MR. PAPPAS: It depends on the type of  
10 terminal. If it's a hard count terminal, certainly  
11 there are protectors there. If it's an open count where  
12 they just come off, and I'm trying to think of the name  
13 of the -- it's got the blue and white wires coming off  
14 the top of it that you have to tap onto, there's no  
15 protector there at all.

16 MR. WILSON: Well, I still -- still rest on  
17 my reading of the National Electrical Code, that it does  
18 not require a protector at the house when the drop does  
19 not penetrate the building. There's no need for it that  
20 I can determine, because you do have the protection up  
21 on the pole so that a worker on the pole would be  
22 protected from overvoltage.

23 If you read the Electrical Code, it talks  
24 about wiring that is near to power lines, to lighting,  
25 et cetera. What they're worried about is workers on the



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1 pole that could get electrocuted when the telephone wire  
2 would touch those type of facilities. At the house,  
3 you're worried when it penetrates the building and goes  
4 inside, as you would be worried with 110 or 220 service.  
5 You are not required to have grounding on 110 or 220 at  
6 your house if it doesn't penetrate the wall. You can  
7 remove the cover off of the electrical meter, which  
8 effectively disconnects, and the wire can stay on the  
9 house. That's quite common.

10 JUDGE RENDAHL: Mr. Dittmore, briefly.

11 MR. DITTEMORE: I would like to pursue your  
12 removal of the drop process you referenced. You are  
13 saying you physically would take the drop out of the  
14 ground, or would you cut it at ground level? Could you  
15 expound on that process, please?

16 MR. PAPPAS: The only instance I had an  
17 opportunity to work on were aerial, and we just pulled  
18 the entire drop out. We disconnected at the pole off  
19 the house. We took off all the attachments that were  
20 there.

21 It appears Mr. Hubbard has something to say.

22 MR. HUBBARD: If a drop removal is required  
23 and it is a buried drop, then you dig down and cut it  
24 off below ground level, and then you also cut it off in  
25 the pedestal that it derives from.

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1 MR. DITTEMORE: Well, is it possible then  
2 that AT&T could perform that process then?

3 MR. PAPPAS: Cut our facilities?

4 MR. DITTEMORE: In the situation where they  
5 want to terminate on the NID.

6 MR. PAPPAS: You mean actually physically cut  
7 our facilities in order for them to gain access to the  
8 NID?

9 MR. DITTEMORE: I understand the process  
10 Mr. Wilson is talking about is they want a customer from  
11 you, they are providing their own facilities, whether it  
12 be cable TV or whatever, they want to lay it on the NID  
13 to access the inside wiring into say a residence, and  
14 your facilities are there. Mr. Wilson's proposal I was  
15 understanding was to tie back facilities and tape them  
16 or whatever to make them safe. You're saying it's not  
17 safe, you're saying your situation where a customer  
18 would refuse service, whatever, you would cut down to  
19 ground level. I'm just saying is that what you think  
20 would be the appropriate process for AT&T to do when  
21 they would take over service at a residence, for  
22 example?

23 MR. STEESE: I suppose my question then is,  
24 what do you do if the customer wants to return to Qwest  
25 or to another CLEC and to use our facility? I mean in

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1 that situation, you're going to be sitting there with  
2 facility that needs to be modified to return back or  
3 maybe even a new drop put in place, and that's -- I mean  
4 that seems like a fairly substantial burden to place on  
5 the customer in the situation.

6 MR. DITTEMORE: Yeah, I agree, I just think  
7 we need to iron out what you want done and what's  
8 reasonable, because the situation certainly happens.

9 JUDGE RENDAHL: Mr. Zulevic and then  
10 Ms. Liston, sorry.

11 MR. ZULEVIC: A question that comes to mind  
12 for me is that I have seen a number of NIDs that have  
13 been fed by a three or five or six pair drop, whatever,  
14 but only one maybe two pairs are terminated in that NID  
15 anyway. Why would that be different than pulling an  
16 existing line off of the NID? Why is that any different  
17 than the extra pairs that are already there?

18 MR. PAPPAS: Well, at that time, if there's  
19 only one or two protectors there, the request should  
20 simply come in to add additional capacity for protectors  
21 that have AT&T terminate their facilities within the  
22 same NID on the protection issues.

23 MR. ZULEVIC: No, I was speaking of the  
24 safety concern with disconnecting those. Why is one  
25 disconnected from the NID any different from a spare

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1 that's already existing there and not tied down?  
2 MR. PAPPAS: It's because they're not  
3 terminated at anything in the pedestal.  
4 MR. ZULEVIC: Are they or aren't they?  
5 MR. PAPPAS: They are not.  
6 MR. ZULEVIC: Never?  
7 MR. PAPPAS: Well, left ins maybe might, but.  
8 MR. ZULEVIC: Right.  
9 MR. PAPPAS: Okay. But in general if we put  
10 in -- if I went out today and put in one single pair to  
11 your house on a six pair drop, I'm going to terminate  
12 the white-blue, and I'm going to take the rest of them,  
13 and if they don't terminate, if they don't go anywhere,  
14 there's no need to protect those. Do you agree with  
15 that?  
16 MR. ZULEVIC: I would agree with that.  
17 MR. PAPPAS: Okay.  
18 MR. ZULEVIC: But I would also say that I  
19 doubt very much that it's a standard policy when a line,  
20 a second line or a third line is disconnected, that  
21 everything all the way back is removed and that you only  
22 have the drop wire left intact. In many cases, the  
23 whole thing is there.  
24 MR. PAPPAS: That's because there's no need  
25 to because it's still terminated on the protector. It

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1 doesn't pose any damage, it doesn't pose any potential  
2 harm to the network. If it's a left in, that's  
3 terminated at protection units from the house all the  
4 way through to the central office. So without someone  
5 actually going out there and disconnecting and tying  
6 back, I mean that danger is then caused by the CLEC that  
7 does that.

8 JUDGE RENDAHL: Ms. Liston and then  
9 Ms. Strain.

10 MS. LISTON: I think the important thing to  
11 realize in this is the situation that we're looking at  
12 is that Qwest has made available to the CLECs more  
13 flexibility than we have seen in many places across the  
14 country. We're allowing the CLECs to wire both on the  
15 protector side and on the customer side when there is  
16 spare capacity. We're allowing them access to our NIDs.  
17 We're allowing them to do the wiring to our NIDs. What  
18 we're saying is we don't want to put us in a situation  
19 where there are violations of the National Electric  
20 Safety Code or where we're putting other people in  
21 jeopardy by having wires disconnected from the protector  
22 side of the NID.

23 So it's strictly -- it's not -- we're not  
24 saying that they can't use our NIDs, we're going to  
25 allow them to use the NIDs, we're going to allow them to

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1 do the wiring that they want to on their own. Most  
2 CLECs won't -- most of the ILECs will not allow the  
3 CLECs to do any wiring to NID. They require them to do  
4 it themselves, specifically because of the integrity of  
5 the network. We have said we will allow that wiring to  
6 go on and take place. But what we're saying is we don't  
7 want you cutting into the network, cutting into our  
8 facilities, and removing the protection from our  
9 network.

10 JUDGE RENDAHL: Okay, Ms. Strain, and then I  
11 think we can clearly be at impasse on this.

12 MS. STRAIN: In a situation where a CLEC wins  
13 a customer, installs their wiring of the NID, and then  
14 Qwest wins the customer back, does Qwest leave that  
15 wiring connected to the NID that the CLEC had? What  
16 does Qwest do in that situation?

17 MS. LISTON: It depends upon what the  
18 scenario is. If it's an unbundled loop scenario where  
19 it's Qwest facilities coming in to the Qwest NID, then  
20 nothing gets changed. And regardless of who is  
21 providing the service, it will still be connected to the  
22 NID, and the NID becomes part of the unbundled loop. If  
23 it's a CLEC situation where they're coming in with a  
24 facility base and they have their own connection to the  
25 NID, Qwest would use the Qwest NID and connect the

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1 unbundled loop through the Qwest facilities into the end  
2 use customer.

3 MS. STRAIN: Okay, I guess my question then  
4 is, what would happen to the CLEC facility that was  
5 connected to the NID? Would it just be left connected  
6 to the NID if there was capacity? Or maybe I'm missing  
7 something, I'm not an engineer.

8 MR. PAPPAS: No, you're not, and in the  
9 example if you have any spare capacity in the network  
10 interface device, Qwest had two terminations in the NID,  
11 AT&T requested two additional, if the end user customer  
12 wants to come back to Qwest, we would leave those two  
13 connected and just bring them back to binding post one  
14 or two or whatever service they order, so their  
15 connections would stay in place, and then we would reuse  
16 the facilities that were left in place when we had our  
17 service there originally.

18 MR. WILSON: But I think Ms. Strain's example  
19 is a good one. If it's a six position NID, that's the  
20 maximum, and the CLEC takes the last two positions for  
21 two extra lines, so the customer has six lines, and then  
22 the customer decides to go to Qwest for those other two  
23 lines, what do you do with the CLEC cable?

24 MR. PAPPAS: In that case, we would place an  
25 additional NID right next to the other NID and do a NID

04542

1 to NID connection between the two to get over and gain  
2 access to the IW like you all should be doing.

3 JUDGE RENDAHL: Okay, I think that's  
4 sufficient for this issue. We're going to call it at  
5 impasse, and we're going to go off the record and take  
6 our lunch break until 2:00.

7 MS. DECOOK: Judge Rendahl.

8 JUDGE RENDAHL: Ms. DeCook.

9 MS. DECOOK: Becky DeCook. Just a  
10 suggestion, there was some discussion about three  
11 different documents that I don't believe that anybody  
12 has made part of the record, the Safety Code and the  
13 Electrical Code and the Bell System Practice. It would  
14 seem to me that the record would benefit from having  
15 those documents in it, and we should probably put them  
16 in the record and identify them as exhibits.

17 JUDGE RENDAHL: Then while you're at the  
18 break, if you will consult with your witness and  
19 coordinate, and we can take this up after the break. At  
20 this point, I would like to take our break so everyone  
21 has the benefit of a long enough lunch break, and we  
22 will be back at 2:00. Thank you, Ms. DeCook.

23 (Luncheon recess taken at 12:50 p.m.)

24

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1 Viveros for Qwest, I wasn't sure that we in our off line  
2 discussion had come to an agreement that we needed a new  
3 issue to be tracked. I guess if we come to a conclusion  
4 that we need to track this as part of the issue log,  
5 given the specifics of loop 21, it might make more sense  
6 to make it a sub part to Washington loop 16. Because I  
7 think ultimately what you're saying is there's  
8 information that's not in the data base that you're  
9 looking from both a retail and a wholesale perspective  
10 to be added.

11 MR. SEKICH: AT&T would agree with that, so  
12 long as we track that. And Mr. Viveros is correct, I  
13 think we have not yet decided between us that this issue  
14 has matured into a real "issue" between the parties, but  
15 it is something --

16 JUDGE RENDAHL: But if it does mature, it  
17 would be 16?

18 MR. SEKICH: 16, yes.

19 JUDGE RENDAHL: Okay.

20 MR. SEKICH: I believe that's right, part of  
21 16.

22 JUDGE RENDAHL: 16(b).

23 MR. SEKICH: 16(b) probably.

24 JUDGE RENDAHL: All right. Why don't we  
25 state the issue briefly on the record then.

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1                   MR. SEKICH: The issue is whether upon the  
2 geographic porting of a telephone number from a line  
3 served by one switch to a line served by another Qwest  
4 switch, is Qwest and/or any other party able to use  
5 presumably the raw loop data tool or any other tool to  
6 determine whether the new line, the number to which or  
7 the line to which the number has been ported, is  
8 qualified for DSL service. And I would be happy if  
9 Qwest has refinements or suggestions on that  
10 description.

11                   MR. VIVEROS: I think that pretty accurately  
12 captures the issue that we discussed. Possibly one  
13 clarification is to ensure we're talking -- we're not  
14 talking about -- we are talking about geographic  
15 portability, not service provider portability.

16                   MR. SEKICH: Yes, that's correct.

17                   JUDGE RENDAHL: Okay, Mr. Zulevic, did you  
18 have a comment?

19                   MR. ZULEVIC: No, I just totally agree with  
20 the characterization. That's exactly the issue we're  
21 trying to get at.

22                   JUDGE RENDAHL: Okay. Well, and I understand  
23 at this point it's -- now issue 21, well -- is this at  
24 impasse right now, would we call it an impasse, or would  
25 we call it under development?

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1           MR. SEKICH: I think it's fair to say it's  
2 under development, it's open. It became clear in our  
3 discussions that there might not indeed be an issue  
4 between the parties even once clarification is obtained,  
5 so.

6           JUDGE RENDAHL: Okay, this is really a take  
7 back then for the follow-up.

8           MR. SEKICH: Yes.

9           JUDGE RENDAHL: Okay, well, thank you for  
10 that clarification.

11           Let's continue on now. Before we broke for  
12 lunch, Ms. DeCook had a question about whether we had in  
13 the record the appropriate codes that had been  
14 referenced by Mr. Wilson, and I'm aware that Ms. Liston  
15 has an exhibit that includes a safety code, but I'm not  
16 sure that we have the Bellcore Code or the others  
17 referenced.

18           Mr. Wilson.

19           MR. WILSON: I have brought with me a copy of  
20 the National Electrical Code sections that we are  
21 discussing as well as the Bell System Practice, and we  
22 can make those available as exhibits.

23           JUDGE RENDAHL: Are those the two -- are  
24 those the only two that we need to reference, or the  
25 three codes that were referenced are just the Bell

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1 System Practice Code and the Electric Code?

2 MR. WILSON: The National Safety Code was  
3 also referenced I believe by Qwest, and I thought you  
4 said that that was part of Ms. Liston's testimony.

5 JUDGE RENDAHL: Let's be off the record for a  
6 moment.

7 (Discussion off the record.)

8 JUDGE RENDAHL: While we were off the record,  
9 we pre-marked for distribution as 956 excerpts from the  
10 National Electrical Code, and 957 as AT&T Practice  
11 Standard Section 460-300-129.

12 I think we're now ready to move on to  
13 Washington NID issue 3.

14 MR. PAPPAS: And I believe that's mismarked.  
15 I think it should be 7. There's already a 3 on the NID  
16 issue. If it's going sequentially, it would be number  
17 7.

18 MR. STEESE: That's correct.

19 JUDGE RENDAHL: Let's be off the record.

20 (Discussion off the record.)

21 JUDGE RENDAHL: Before we get into Washington  
22 NID issue 3, which is Colorado NID issue 7, Mr. Steese  
23 had a citation to put on the record that was requested  
24 from the last issue.

25 MR. STEESE: Correct, and this relates to

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1 Washington NID issue 1. I talked about the fact that  
2 the UNE Remand Order talked about when you order  
3 subloop, NID comes along with, and that's UNE Remand  
4 Order Paragraph 235.

5 JUDGE RENDAHL: 235?

6 MR. STEESE: Yes, ma'am.

7 JUDGE RENDAHL: Thank you.

8 Okay, let's move on to Washington NID issue  
9 3, disagreement on payments for NID access on protection  
10 side. Let's get into this for a few minutes, and then  
11 when Mr. Spinks joins us, we will have to recess and  
12 discuss the microwave collo issues.

13 Let's be off the record.

14 (Discussion off the record.)

15 (Whereupon DAVID REILLY and JAMAL BOUDHAOUIA  
16 were sworn as witnesses herein.)

17 MR. HSIAO: We have factual statements that  
18 we added into our testimony which was different from  
19 what we had provided in the multistate proceeding was a  
20 new development in the NRIC working group, and I just  
21 wanted Mr. Reilly to explain that.

22 MR. REILLY: This is on PSD disclosure?

23 MR. HSIAO: That's right.

24 MR. REILLY: That is currently something  
25 that's in the working draft recommendation in the NRIC

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1 5, Focus Group 3.

2 MR. HSIAO: Mr. Reilly, could you explain  
3 what this new proposal is?

4 MR. REILLY: That the part -- the new  
5 proposal or the working proposal I should say is to  
6 essentially reverse the decision from the FCC Third  
7 Order and Report, which suggested disclosure of PSD  
8 information between carriers on a pre-deployment basis.  
9 And it changes that ruling to say, you should only  
10 disclose the PSD information in a dispute resolution and  
11 not on an up front ordering status. And the reason for  
12 that change is mostly because the spectrum management  
13 standard which was adopted after the FCC ruling does not  
14 rely on that information for spectrum management  
15 purposes.

16 MR. HSIAO: So would this new proposal  
17 basically get rid of the Qwest proposal in the SGAT to  
18 have carriers provide NC/NCI codes which disclose PSD  
19 mask information?

20 MR. REILLY: Yes, that's true.

21 MS. SACILOTTO: Mr. Hubbard, Jamal, I'm  
22 sorry, Jeff, Jamal, could you just introduce yourself  
23 and then for the benefit of those of us here describe  
24 your position and what your role is with the NRIC.

25 MR. BOUDHAOUIA: Yeah, absolutely. I am the

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1 Qwest representative into the NRIC 5 Focus Group 3  
2 regarding spectrum management. And my role there is to  
3 present contributions as well as discuss spectrum  
4 management issues. I would like to point out that  
5 Mr. Reilly and Rhythms have, in fact, sent a letter to  
6 NRIC stating they will never -- they will not be  
7 represent -- be representatives of Rhythms in NRIC 5  
8 Focus Group 3 anymore, so I'm a little bit surprised to  
9 hear Mr. Reilly discuss a working document of NRIC Focus  
10 Group 3 that we were not supposed to discuss outside of  
11 the focus group.

12           To that extent, there is actually a working  
13 draft, and I emphasize the fact that it is very, very  
14 early in the stages, and it's still under a lot of  
15 discussion. There's two proposals actually. A proposal  
16 which is my recommendation to NRIC for the disclosure of  
17 NC/NCI codes to the loop provider, if you will. Also  
18 there's another proposal, which is some sort of other  
19 disclosures other than NC/NCI codes to the loop  
20 provider. That is also being discussed within the NRIC  
21 5 Focus Group 3.

22           So there's no recommendation per se, or  
23 there's no recommendation to the council to reverse any  
24 decisions by the FCC at this moment yet. So with that,  
25 we are still operating under the FCC rules and



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1 recommendations.

2 MS. SACILOTTO: Thank you, Jamal. One  
3 second, don't get off the line. Mr. Steese had a  
4 question for you.

5 MR. STEESE: Hi, Jamal. This is Chuck.

6 MR. BOUDHAOUIA: Hey, Chuck, hi.

7 MR. STEESE: Question for you. To the extent  
8 that the NRIC defines a new standard, be it for this or  
9 anything else, will Qwest comply with the standard  
10 that's issued by NRIC?

11 MR. BOUDHAOUIA: Yes.

12 JUDGE RENDAHL: Mr. Hsiao, do you have a  
13 question for Mr. Boudhaouia or Mr. Reilly?

14 MR. HSIAO: Actually, this is probably for  
15 Ms. Liston.

16 But is it true that right now Qwest has not  
17 implemented its NC/NCI code data base solution that  
18 would be part of your 9.2.6 proposal in your SGAT?

19 MS. LISTON: The 9.2.6 where we talk about  
20 the spectrum, the new nine classes of service, Qwest has  
21 not deployed that.

22 MR. HSIAO: When does Qwest plan on deploying  
23 that?

24 MS. LISTON: We don't have a specific  
25 deployment date. We've been waiting to see what happens

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1 as a result of so many workshops and also to see if  
2 anything changes within the industry. We recognize that  
3 there has been a -- there still is a great deal of flux  
4 within the industry regarding spectrum issues, and in  
5 terms of the specific nine class codes, we have not  
6 deployed those yet. I don't have a date, if we have a  
7 target date for that yet.

8 MS. SACILOTTO: Um --

9 MR. HSIAO: I'm finished.

10 MS. SACILOTTO: Sorry, that was a little  
11 abrupt.

12 Jamal, just a couple people, well, for the  
13 benefit of the record, I just want a couple just very  
14 clarifying questions on the role of NRIC with regards to  
15 the FCC, and actually I might only have one.

16 MR. BOUDHAOUIA: Okay.

17 MS. SACILOTTO: Would you agree, am I  
18 correctly stating that NRIC is the body that is advising  
19 the FCC on spectrum management issues?

20 MR. BOUDHAOUIA: Yes.

21 MS. SACILOTTO: Okay, that's all, just so  
22 that people know what NRIC is. And NRIC is Network  
23 Reliability and Interoperability Council; is that  
24 correct?

25 MR. BOUDHAOUIA: Yes.

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1 MS. SACILOTTO: Okay, thank you.  
2 JUDGE RENDAHL: Okay, are there any further  
3 questions for Mr. Reilly or Mr. Boudhaouia on spectrum  
4 issues?  
5 Okay, hearing nothing, I guess you both are  
6 free to go.  
7 MR. BOUDHAOUIA: Thank you.  
8 MR. REILLY: Thank you.  
9 JUDGE RENDAHL: Thank you both for calling in  
10 and talking to us today.  
11 MR. BOUDHAOUIA: Okay.  
12 MS. SACILOTTO: Thanks, Jamal.  
13 MR. BOUDHAOUIA: Thanks, bye now.  
14 JUDGE RENDAHL: So are we done now with all  
15 loop issues? We don't need to revisit any loop issues  
16 at this point?  
17 Hearing nothing, I guess not.  
18 MS. SACILOTTO: Hold on.  
19 JUDGE RENDAHL: Sorry. Let's be off the  
20 record.  
21 (Discussion off the record.)  
22 JUDGE RENDAHL: While we were off the record,  
23 we have two final loop issues we need to clear up. One  
24 is a best and final offer from AT&T, and then there's a  
25 request from Qwest that AT&T by the end of the day

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1 tomorrow give their final answer on which issue,  
2 Ms. Sacilotto?

3 MS. SACILOTTO: Whichever one we just -- oh,  
4 here we go, Washington loop issue 5, the xDSL trial.

5 JUDGE RENDAHL: So, Mr. Sekich, why don't you  
6 present your statement on issue 11(b), and then we will  
7 go to Ms. Sacilotto for loop issue 5.

8 MR. SEKICH: If it's all right, I will have  
9 Mr. Wilson summarize our offer here.

10 JUDGE RENDAHL: Okay, let's go ahead.

11 MR. WILSON: After consultation with Covad,  
12 we feel that it would be reasonable to ask for the  
13 shorter intervals 1(b), Item B, for the service interval  
14 tables, which is Exhibit C in the SGAT, without the  
15 possibility of number portability. So we would withdraw  
16 the request to do the shortened interval with number  
17 portability, and we think that this would make this a  
18 reasonable proposal and hope that Qwest would consider  
19 it.

20 MS. SACILOTTO: And we're prepared to go to  
21 impasse on that for the reasons we discussed earlier  
22 today.

23 JUDGE RENDAHL: Thank you, Ms. Sacilotto.  
24 And then you have asked AT&T for a response on  
25 Washington loop issue 5.

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1 MS. SACILOTTO: Correct.

2 JUDGE RENDAHL: And I understand AT&T to say  
3 it's forthcoming. I think your request is that you need  
4 -- you would like something now before the follow-up  
5 workshop.

6 MS. SACILOTTO: Correct, and the reason is  
7 many fold. This is simply whether -- AT&T said they  
8 needed to take back to their client whether or not they  
9 would oppose the resolution that Covad and Qwest have  
10 reached to go to the 72 hour FOC. I would like an  
11 answer as soon as possible. The issue is going to be  
12 briefed in Colorado next week. There's really no --  
13 this has been on the table since March. AT&T was not a  
14 driver of this issue. This was an issue of other  
15 parties, and so it's not like this hasn't been something  
16 that should have been under consideration for quite some  
17 time. So all I would like is closure on the issue  
18 sometime if we could this week, please.

19 MR. SEKICH: I have not checked with either  
20 Sarah or Becky on this issue and couldn't speak to it  
21 right now, but I will make sure they're aware of Qwest's  
22 request.

23 MS. SACILOTTO: I mentioned it to  
24 Ms. Kilgore.

25 MR. SEKICH: Then I'm sure she's aware of it.

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1 JUDGE RENDAHL: Well, we will pursue it when  
2 she returns.

3 MS. SACILOTTO: Thank you.

4 JUDGE RENDAHL: Okay, let's move now to NID  
5 issues, and we are on NID issue, Washington NID issue 3  
6 which, is Colorado NID issue 7, disagreement on payments  
7 for NID access on protection side.

8 MR. SEKICH: Your Honor, I hope we can get us  
9 on track, but I proceeded through this issue fairly  
10 quickly. AT&T had previously offered suggested  
11 revisions to the section referenced here, which was  
12 9.5.2.5. After consideration and consultation with our  
13 client, we have decided that we will I guess withdraw  
14 our proposal, which I think eliminates the issue and  
15 does not reduce it to impasse. It's not something that  
16 would be briefed by either party, and I think we could  
17 move forward.

18 JUDGE RENDAHL: I think that's probably  
19 acceptable to everyone.

20 MR. STEESE: That's very acceptable. Can we  
21 alert other states to that as well?

22 MR. SEKICH: I think that would be fine. I  
23 don't know if there's any pending -- if this is under  
24 pending consideration in any other place, but maybe --  
25 but I think that would be appropriate.

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1 MR. STEESE: Thank you.

2 JUDGE RENDAHL: Okay, moving right along. I  
3 think that's the last NID issue, and now we're moving  
4 into line splitting issues. Are there any other NID  
5 issues before we move to line splitting?

6 MR. STEESE: None. May I ask one point of  
7 order that I think will be helpful to everyone. As you  
8 look at line splitting, some of the issues are identical  
9 with line sharing. What I would recommend is that we  
10 deal with them here, understanding that when we get to  
11 line sharing later today or tomorrow, whichever it is,  
12 that we don't discuss the issue again if we have dealt  
13 with it here, and we just have an understanding that it  
14 might apply to both subjects since they are closely  
15 related.

16 JUDGE RENDAHL: Ms. Strain has a question.  
17 Let's be off the record.

18 (Discussion off the record.)

19 JUDGE RENDAHL: We will start with Washington  
20 line splitting issue number 1. Who would like to start?  
21 It's a Covad, WorldCom, AT&T issue. Mr. Wilson or  
22 Mr. Zulevic.

23 MR. ZULEVIC: I will go ahead and start on  
24 this one.

25 JUDGE RENDAHL: Okay.

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1           MR. ZULEVIC: This particular issue has to do  
2 with whether or not Qwest should be required to provide  
3 CLECs with access to their splitters when they have an  
4 outboard type splitter capability. And what I mean by  
5 outboard is a splitter capability that is not an  
6 integrated part or integral part of its DSLAM. And from  
7 what we have been able to gather about the equipment  
8 used by Qwest, it is not a totally integrated splitter  
9 capability in that splitter units can be added without  
10 adding necessarily any additional DSLAM capacity. So to  
11 the extent that they have this outboard capacity  
12 available, then the CLECs should be able to have access  
13 to that capability.

14           JUDGE RENDAHL: Response from Qwest or  
15 comments by AT&T.

16           MR. WILSON: This has been an issue with --  
17 for AT&T as well. We agree with Covad that Qwest should  
18 make splitters available on what's called a line by line  
19 basis. They have admitted in other jurisdictions that  
20 their splitter is not an integral part of the DSLAM. It  
21 may be wired today with the DSLAM, but it's not -- it is  
22 a separate device that must be provisioned with the  
23 DSLAM. So they could add additional capability or  
24 capacity as Mr. Zulevic has mentioned. So we feel that  
25 it is reasonable for the splitter to be offered by



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1 Qwest. It's an adjunct to a loop very much like  
2 regeneration or multiplexing. It's simply another  
3 capability that a loop can be provisioned with.

4 JUDGE RENDAHL: Ms. Liston.

5 MS. LISTON: Qwest disagrees with the  
6 representation of our POTS splitters. Our POTS  
7 splitters are a hard wired unit that comes -- it's  
8 completely hard wired when we receive it. The basis for  
9 the access to outboard POTS splitters, there was a  
10 decision that was made in Texas regarding ILECs  
11 providing access to the outboard splitters. And in that  
12 case, the ILEC was providing that service to a retail  
13 arm within their organization. It was kind of they had  
14 a separate subsidiary, and there was an FCC ruling that  
15 said, if you're doing it for yourself, you have to do it  
16 for everybody else.

17 Qwest is not in that position. Our POTS  
18 splitters are integral, hard wired together. We do not  
19 have the outboard splitters that are being discussed and  
20 being presented here saying that we do have -- that it's  
21 not all hard wired unit. So Qwest is not -- the FCC  
22 also went on, and it was actually the Texas order, then  
23 they said you -- this only applies to this specific  
24 situation, so it's not a generic situation. So Qwest  
25 does not believe we are required to provide access to

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1 our POTS splitters.

2 JUDGE RENDAHL: Okay, Mr. Steese, I think you  
3 also had a comment.

4 MR. STEESE: Just very briefly. In the line  
5 sharing order as well as Texas 271, the FCC made plain  
6 that this is not required. It specifically rejected  
7 AT&T's argument on this point. In addition, now we have  
8 decisions in 271 workshops in the seven state process  
9 and in Arizona rejecting this argument as well as it  
10 relates to line sharing.

11 JUDGE RENDAHL: Okay, any further response by  
12 Covad or AT&T, and then we will close out the issue.

13 MS. DOBERNECK: I would simply state for the  
14 record that we disagree with Qwest's interpretation of  
15 the Texas arbitration decision that Ms. Liston just  
16 described. I would also note that the findings of a  
17 facilitator in a multistate proceeding where the  
18 individual state commissions haven't rendered their  
19 decision as well as a decision that may or may not have  
20 been rendered in Arizona, I haven't seen it, I don't  
21 know if it's recommended or has been adopted by the  
22 commission, doesn't dictate what this Commission  
23 determines.

24 MR. WILSON: In addition, I would like to  
25 point out that it took us four state proceedings to get

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1 Qwest to admit that the splitters were not integral to  
2 the boards on the DSLAMs, so that in the multistate in  
3 Arizona proceedings, they did not have the advantage of  
4 that information. So I'm not sure how -- I'm not sure  
5 if the decisions would have been the same if they -- if  
6 they and we had known what we know now.

7 MS. LISTON: The information was shared in  
8 Arizona. The information presented by Qwest in the  
9 seven states was that it was an integral unit, it was  
10 not an outboard splitter. Qwest still is saying that  
11 it's not outboard splitters, it is hard wired. We did  
12 say that also on the record in Arizona. We did have  
13 that -- the exact same information that's in my current  
14 testimony was in Arizona.

15 JUDGE RENDAHL: Very briefly, Mr. Dittemore.

16 MR. DITTEMORE: This is Dave Dittemore for  
17 Staff. Since there seem to be different interpretations  
18 of what the equipment actually is and how it operates,  
19 could I have technical specifications, equipment  
20 brochures and things from the equipment manufacturer  
21 describing particularly what this equipment is, how it  
22 operates. Thank you.

23 JUDGE RENDAHL: Mr. Dittemore, I'm assuming  
24 you want that provided from Qwest.

25 MR. DITTEMORE: Yes, since they deal with the

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1 vendor, I assume they would be the ones to furnish it.

2 JUDGE RENDAHL: Okay. And are you requesting  
3 this formally as a Bench request?

4 MR. DITTEMORE: Bench request, yes, please.

5 JUDGE RENDAHL: Okay. Yesterday or the day  
6 before, I issued a Bench request concerning complaints  
7 filed in Washington about -- Ms. Anderl, would you like  
8 to help me out here.

9 MS. ANDERL: Yes, I would be happy to.

10 JUDGE RENDAHL: Complaints filed having to do  
11 with some sort of slamming, as I recall, and I can't  
12 remember or characterized the slamming; I can't  
13 remember.

14 MS. ANDERL: It's the question of whether  
15 there was inappropriate marketing to an existing Qwest  
16 customer after they notified Qwest that they were  
17 leaving Qwest for another carrier.

18 JUDGE RENDAHL: Thank you.

19 MS. ANDERL: Before the switch actually  
20 occurred.

21 JUDGE RENDAHL: Thank you. And having  
22 researched our list of Bench requests, that would be  
23 Bench Request 32.

24 MS. ANDERL: Oh, okay.

25 JUDGE RENDAHL: So this Bench Request would

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1 be Bench Request 33, and this Bench Request is for the  
2 technical specifications of the POTS splitters that were  
3 discussed.

4 MR. DITTEMORE: DSLAMs.

5 JUDGE RENDAHL: I'm sorry?

6 MR. DITTEMORE: And the associated DSLAMs.

7 JUDGE RENDAHL: And the associated DSLAMs

8 that we're discussing on the record today. Is that  
9 sufficient, Mr. Steese, to --

10 MR. STEESE: Yes, it is.

11 JUDGE RENDAHL: Okay, thank you.

12 Mr. Wilson.

13 MR. WILSON: I would just like to refute what  
14 Ms. Liston said in her last comment. I was in all of  
15 the proceedings in these workshops, and we did not learn  
16 the full story from Qwest about the actual nature of  
17 their DSLAMs and splitters until the Colorado workshop  
18 on May 22nd, and the last Arizona workshop on that  
19 subject was on May 14th, and the multistate was in April  
20 and the early part of May. So we didn't learn the  
21 actual configuration until after those workshops were  
22 over.

23 JUDGE RENDAHL: Okay, well, I'm not sure we  
24 need to go much farther into what he said, she said at  
25 this point. I think let's stick to what we have before

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1 us now, and otherwise we will truly be here until the  
2 midnight hours. So let's go on to -- we will call that  
3 an impasse, and we will go on to issue B unless we have  
4 already covered issue B. Okay, let's go to issue B,  
5 which is a WorldCom issue.

6 Ms. McCall, are you prepared to address this,  
7 or do we need to bring Ms. Hopfenbeck in?

8 MS. MCCALL: Could we defer until  
9 Ms. Hopfenbeck comes back?

10 JUDGE RENDAHL: Sure, but I would like to  
11 move. If you can locate her, that would be helpful.

12 MS. MCCALL: We're trying to do that.

13 JUDGE RENDAHL: Thank you. Let's move on to  
14 Washington line splitting issue 2, which is also a  
15 WorldCom issue in part. CLECs want Qwest to provide  
16 megabyte on UNE-P lines.

17 MR. STEESE: I know that this is not the  
18 protocol, but I think the parties will be pleased if we  
19 deal with this issue first rather than the CLECs, if we  
20 can do so, Judge Rendahl.

21 JUDGE RENDAHL: Why don't we do that, if it  
22 will move us along.

23 MS. LISTON: Qwest will offer megabyte with  
24 UNE-P. It will be available for both new and existing  
25 customers. The megabyte will be available through

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1 resale with no discount, and but the end user  
2 relationship will be through the CLEC. So the CLEC  
3 would actually be buying the resale on the megabyte and  
4 have the relationship with the end user so that Qwest  
5 would not be negotiating with the end user any longer.  
6 It would be through the CLEC.

7 MR. WILSON: Question, through resale, so we  
8 would get the resale discount; is that true?

9 MS. LISTON: There's no resale discount on  
10 megabyte.

11 MR. WILSON: If we have the customer  
12 interaction, shouldn't we get the margin to cover that  
13 cost? I mean it would seem to be an avoided cost issue.

14 MS. LISTON: I don't know. I mean that's a  
15 resale issue, and I don't know resale issues. I was  
16 told that it would be with no resale discount.

17 JUDGE RENDAHL: Ms. Anderl, are you --

18 MS. ANDERL: Well, Your Honor, I have to  
19 double check the portions of the workshop that dealt  
20 with resale. As I recall specifically, we did offer  
21 megabyte for resale, and what I don't recall is whether  
22 the 14.74% discount applied. If it did apply, I think  
23 this is a different situation.

24 Because what Qwest would be doing here would  
25 be offering to provide megabyte in a situation where it

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1 is not legally obligated to do so and would be  
2 permitting the CLECs for their convenience in the  
3 customer relationship they have developed to have access  
4 to the megabyte as their product. And we would be  
5 selling the underlying voice services as a UNE based  
6 service as opposed to resale, so.

7 MR. STEESE: If I can add one other thing  
8 too, Judge Rendahl, and maybe add a little context here,  
9 the issue as it came up was pressed primarily if not  
10 exclusively, I'm trying to recall, by AT&T. And the  
11 issue is or was, if a customer is currently utilizing  
12 Qwest's DSL product, and Mr. Wilson would always use  
13 himself as the example, he might want to change voice  
14 providers and not run the risk of losing his existing  
15 DSL service. There are very much decisions by the FCC  
16 in our view saying we do not have to do -- to offer DSL  
17 on a stand alone basis. Qwest, we have lost this issue  
18 in the seven states and now in Arizona in recommended  
19 decisions.

20 And the thought was at this point in time,  
21 implementation is the issue, and when you look at the  
22 way Qwest offers DSL, it does it through telephone  
23 number in a unified way. And to split the UNE-P, if you  
24 will, from DSL becomes quite difficult to do from an  
25 implementation perspective. And so you want to have the



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1 relationship with one carrier.

2           And so really what they're asking us to do  
3 here or what they have been asking us to do is not  
4 disconnect our retail service, and that's functionally  
5 what we're trying to accomplish. And so when we say  
6 resale without a discount, it's the way we can offer or  
7 continue to offer our retail product to the customer  
8 and, in effect, implement this as the CLECs have been  
9 requesting.

10           JUDGE RENDAHL: Ms. Anderl, did you have  
11 something to add?

12           MS. ANDERL: I didn't find what I was looking  
13 for, but I think this issue was also addressed at great  
14 length in the cost docket, and it was kind of one of  
15 those crossover issues where people kept arguing whether  
16 it ought to be handled in terms and conditions or ought  
17 to be handled in the cost docket. And as of the date of  
18 the cost docket, Qwest's advocacy was that it would not  
19 continue to provide the service.

20           CLECs wanted us to continue to provide the  
21 service, and I think at that point didn't even have a  
22 position as to who would have the relationship for the  
23 megabyte service with the end user customer. And what  
24 we understood them to be asking for at that time was,  
25 you know, Qwest, even if you go ahead and be the DSL

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1 provider, we don't care, just don't, you know, don't  
2 take the DSL service away from the customer. I think  
3 that this solution that we're proposing really  
4 accomplishes that.

5 JUDGE RENDAHL: Is this something --  
6 obviously there's some questions about how this might  
7 flesh out. Is this something that is a take back for  
8 AT&T at this point?

9 MR. WILSON: I think it would be. We  
10 appreciate the movement by Qwest. We would like to  
11 understand a little more the details of what they're  
12 doing. So perhaps it's best to take it off line. This  
13 is news to us, and we need to think about it.

14 MR. SEKICH: One quick question. I assume  
15 this will be accompanied with a product announcement.  
16 Are you aware of whether, in fact, there will be a  
17 product announcement, and if so, when it will be  
18 released?

19 MS. LISTON: There will be a product  
20 announcement. This is brand new information, so we do  
21 not have deployment dates or product announcement  
22 information.

23 MR. SEKICH: Would there be a way to perhaps  
24 even share informally through an E-mail maybe some of  
25 the general terms of what you're proposing?

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1 MS. LISTON: As you saw, I was reading my  
2 pager, I was giving you the general terms.

3 MR. SEKICH: I see, well --

4 MS. LISTON: I'm sorry to say it that way,  
5 but it was the truth. What we would be doing with this  
6 would be the same way as we have done some industry  
7 forum issues with line sharing and line splitting. We  
8 will be incorporating this into those sessions. What we  
9 have for the benefit of Washington, we have talked about  
10 this in other jurisdictions, is for line splitting, line  
11 sharing, loop splitting issues, we have industry  
12 meetings between the CLECs and Qwest to talk about how  
13 do you transition different scenarios, different -- for  
14 customers. And we will incorporate this new proposal  
15 into that forum for discussions, bringing the CLECs into  
16 the discussions with that.

17 MR. SEKICH: What I would propose, Your  
18 Honor, is that we treat the issue still at impasse, but  
19 understand that at our follow up, AT&T hopefully will  
20 have had an opportunity to review the proposal in a  
21 little more detail. And I assume the follow up will be  
22 before our briefing schedule is set. Maybe I should  
23 have checked on that. My concern is obviously I  
24 wouldn't want to force the parties to consider an issue  
25 that's not, in fact, an issue for AT&T, but we do need a

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1 little bit of time before we withdraw it as an impasse  
2 issue between --

3 JUDGE RENDAHL: The briefs will follow the  
4 follow-up workshop, if that helps. You won't be  
5 briefing prior to the follow-up workshop.

6 MR. SEKICH: Thanks.

7 MR. STEESE: And just one last brief comment,  
8 I want to make sure AT&T understands, when you look at  
9 what Ms. Liston just said, that's clearly the way we  
10 interpret this. We had the transitional matrix,  
11 behavioral matrix some people call it. When it ended up  
12 with Qwest DSL only, it was disconnect in that box. And  
13 we will work through that matrix with the CLEC  
14 community, and it will no longer say that. And we're  
15 talking about doing this in that forum, and make sure  
16 that you understand that we're not implementing or  
17 expecting some giant changes to SGAT or anything like  
18 that. That's our plan.

19 MR. WILSON: And I don't think we have a  
20 problem with that. We just -- I think to expedite the  
21 process here, we need just to understand a little more  
22 in detail what you're proposing, especially who does  
23 what in the customer service arena. If we're just doing  
24 the billing, that's one thing. If we were doing all of  
25 the customer service for megabyte, that's something

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1 else, and so we just need to understand that.

2 JUDGE RENDAHL: Okay, Ms. Hopfenbeck, you're  
3 now back in the room, and there's an issue listed as a  
4 WorldCom issue under Washington line splitting issue  
5 number 1(b), which is at impasse, WorldCom further  
6 contends the POTS splitter must be located as close to  
7 the MDF as possible.

8 MS. HOPFENBECK: Right, and I will ask  
9 Ms. McCall to just address briefly what the basis for  
10 this position is.

11 MS. MCCALL: We haven't filed any testimony  
12 in this state, but I understand that we filed testimony  
13 in other states regarding this issue. It's WorldCom's  
14 position that we would like the splitter located as  
15 close to the MDF as possible, one of the reasons being  
16 that there's the less likelihood of interference.

17 JUDGE RENDAHL: And, Ms. Liston, do you --

18 And welcome, who is joining us on the bridge?

19 MS. DECOOK: Becky DeCook.

20 JUDGE RENDAHL: Welcome, Ms. DeCook, we're  
21 back on line splitting now.

22 MR. STEESE: Judge Rendahl, if I can ask one  
23 clarifying question before Qwest speaks. Are you  
24 talking about a POTS splitter owned by the CLEC or owned  
25 by Qwest?

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1 MS. MCCALL: Owned by Qwest.

2 MR. STEESE: Thank you.

3 MS. HOPFENBECK: And I would say basically  
4 what happened in Washington, we inadvertently -- I don't  
5 know how this happened, but we were supposed to have  
6 filed pretty much the same testimony with some additions  
7 in Washington as we did in other states, and somehow the  
8 line splitting testimony that we have filed in every  
9 other state has not been included.

10 We join AT&T. We essentially have the same  
11 issues on the terms of the splitter as AT&T does, so we  
12 join AT&T on their issues. We do advocate that Qwest  
13 should be providing a splitter to the CLECs for the same  
14 reasons that AT&T has stated. And on this particular  
15 sub issue, which is a sub issue of the first, this just  
16 has to do with the ILEC owned splitter should be located  
17 as close to the MDF as possible in order to provision  
18 service that is of the highest quality possible.

19 JUDGE RENDAHL: Okay, brief response,  
20 Ms. Liston.

21 MS. LISTON: Just a qualification. My  
22 understanding of this issue has to do with the need to  
23 locate our POTS splitters and where we do it. To the  
24 extent that right now we're not providing access, Qwest  
25 believes that this is not an issue, because we're not

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1 providing access to our POTS splitters, so where the  
2 location of our equipment is is Qwest's -- and Qwest is  
3 utilizing its own space or its own central office for  
4 its own equipment. So this definitely is a subset of  
5 the overall issue under (a). It then raises the next  
6 question of saying the CLECs not only want access to our  
7 equipment, but now they want to have involvement in how  
8 we place our equipment in our central office, and Qwest  
9 believes it's inappropriate.

10 JUDGE RENDAHL: Mr. Zulevic.

11 MR. ZULEVIC: If I can add just one or two  
12 thoughts here so far as the rationale for locating close  
13 to the MDF. The closer you are to the point where the  
14 DSOs terminate, the less additional length is introduced  
15 into the overall circuit, which allows you to have  
16 better reach into the network and reach more customers.  
17 Also logically it cuts down on the cost of cabling in  
18 the central office as well. So I think that those are  
19 some of the issues that would be involved in the  
20 placement of the splitters.

21 JUDGE RENDAHL: Mr. Dittmore, briefly.

22 MR. DITTEMORE: Yes, I believe Qwest said  
23 before that the splitters were not used by the company  
24 that provides DSL service, or did I misunderstand that?

25 MS. LISTON: I think you misunderstood that.

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1 What I was saying was that we do not have -- the way --  
2 the way that -- I was making a comparison to what  
3 happened in Texas, and Texas had a separate subsidiary  
4 that they were providing service to.

5 MR. DITTEMORE: Right.

6 MS. LISTON: We do not have that kind of  
7 scenario. Our POTS splitters and our DSLAMs are an  
8 integrated unit used for Qwest retail services.

9 MR. DITTEMORE: Okay, I guess it just would  
10 seem to me that in the parity issue that if Qwest  
11 provides it for their own DSL service, why wouldn't they  
12 provide splitters for CLEC DSL services?

13 MS. LISTON: Basically because it was our  
14 interpretation of the FCC order and requirements is that  
15 we do not have to provide access to our own splitters.  
16 We just need to provide an opportunity for the CLEC to  
17 put splitters in our central office.

18 MR. DITTEMORE: Thank you.

19 JUDGE RENDAHL: Okay. We will consider that  
20 an impasse issue and move on.

21 The next issue I have on the list is  
22 Washington line splitting issue number 3. It's an  
23 AT&T/Covad issue, will Qwest provide loop splitting.  
24 Who wishes to address that?

25 MR. WILSON: Well, I think the request is I



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1 think pretty straightforward. Qwest is providing line  
2 splitting over UNE-P, and this next issue is to provide  
3 the same line splitting over a UNE loop. And I think we  
4 have had some progress from Qwest on this, but I guess  
5 we would like to see if we have a date by which that  
6 will be available.

7 MS. LISTON: The loop splitting is -- there's  
8 a deployment date of August the 1st for loop splitting.  
9 Qwest will be providing loop splitting.

10 MR. SEKICH: Ms. Liston, Dominick Sekich. If  
11 you could briefly for the record, I think it is in your  
12 comments, but could you explain the difference between  
13 loop splitting and line splitting as Qwest sees it?

14 MS. LISTON: Line splitting is strictly the  
15 provisioning of a splitting arrangement using a UNE-P  
16 platform. The loop splitting uses the unbundled loop  
17 basis. So it would be a CLEC or a DLEC purchases an  
18 unbundled loop, and they want to also split that loop  
19 and use both voice and data on the one loop.

20 JUDGE RENDAHL: Mr. Zulevic.

21 MS. DOBERNECK: I just wanted --

22 JUDGE RENDAHL: Ms. Doberneck.

23 MS. DOBERNECK: Just to make certain our  
24 record is clear here, it's Qwest's position that it is  
25 obligated to provide line splitting, which is the UNE-P

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1 product, by the -- pursuant to the FCC's order, but that  
2 beyond that, any other product offered by Qwest is a  
3 voluntary offering and is not required under the FCC's  
4 order; is that correct?

5 MS. LISTON: I believe the way I have  
6 described it is that Qwest believes there was some  
7 ambiguity in the FCC order, and based on workshop  
8 discussions, Qwest agreed to go ahead and provide the  
9 loop splitting.

10 MS. DOBERNECK: But I just wanted to confirm  
11 Qwest's position, which is Qwest doesn't think it has a  
12 direct and unambiguous obligation to provide anything  
13 other than line splitting at this point in time; is that  
14 correct?

15 MS. LISTON: I think it's almost a moot  
16 point. I mean I think we -- our position and what I  
17 just finished saying was that the FCC's order in our  
18 interpretation was ambiguous in terms of loop splitting.  
19 Qwest has agreed to provide it. I don't -- I mean we  
20 have said that there's ambiguity in it and we will do  
21 it. We did not say that the FCC has specifically  
22 ordered loop splitting, if that's the question.

23 MS. DOBERNECK: Right.

24 MS. LISTON: We do not believe there was a  
25 direct correlation, we think there was ambiguity, but we

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1 have agreed to do it, and it will be implemented on  
2 August 1st.

3 MS. DOBERNECK: And I think with that answer,  
4 you clarified for my purposes what we need.

5 JUDGE RENDAHL: Mr. Sekich.

6 MR. SEKICH: Very briefly. Where in the SGAT  
7 is your loop splitting offering memorialized?

8 MS. LISTON: It's Section 9.24.

9 MR. SEKICH: Thank you.

10 JUDGE RENDAHL: Okay, so at this point, can  
11 we consider this closed or still open pending SGAT  
12 language? I mean I'm not sure what the resolution is  
13 here.

14 MR. STEESE: The SGAT language has been in  
15 for several months now. The parties have discussed the  
16 language. The question was really one of what  
17 Ms. Doberneck just said, the impasse issue came about  
18 whether we thought there was an obligation or not, and  
19 so the implementation date is August 1st at this point.

20 JUDGE RENDAHL: Mr. Zulevic.

21 MR. ZULEVIC: Yeah, just briefly, and this  
22 may help us move through a couple of the other items  
23 that are yet to be discussed, but that is kind of the  
24 root of a number of these issues is what is Qwest's  
25 actual obligation under the line splitting order. And

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1 again, it's Covad's position that we should be allowed  
2 to partner with any voice provider and provide both  
3 voice and data over a single loop and that that's what  
4 the line splitting order requires. And I think it says  
5 it at Paragraph 18 of the January 19th order, that:

6           The incumbent LECs must allow competing  
7           carriers to offer both voice and data  
8           service over a single unbundled loop.

9           And that just, you know, because the  
10 proceeding was brought forward by primarily WorldCom and  
11 AT&T, who are primarily UNE-P providers, that this  
12 language does extend the obligation to allow us to  
13 provide service with the voice provider of our choice  
14 over a single loop.

15           JUDGE RENDAHL: I mean all I need to know is  
16 what we put for resolution here. I don't think we need  
17 an impasse statement any longer.

18           Mr. Sekich.

19           MR. SEKICH: And just hopefully so that you  
20 might indulge us a bit, I think we can group issues, the  
21 next two following ones together, and we will not need  
22 to discuss them separately, because I agree with  
23 Mr. Zulevic, they implicate what I think is the heart of  
24 the issue here.

25           Although, in fact, it would appear by the

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1 SGAT under the SGAT that Qwest is proposing to provide  
2 loop splitting, they have admitted it's not a  
3 requirement, raises an issue as to whether or not they  
4 would continue to maintain loop splitting within the  
5 SGAT or whether it would continue to be an offering.

6           What it does beg is the underlying issue  
7 Mr. Zulevic described, which is what are Qwest's  
8 obligations with respect to providing the splitting of  
9 the loop facility. And both with EEL, which is a  
10 combination of loop and transport, as well as any other  
11 combination that might involve the loop, I think AT&T's,  
12 Covad's, and other CLECs' position is the same, Qwest's  
13 obligations to provide splitting of that facility are  
14 the same. So that whether they -- whether Qwest has  
15 agreed to provide what they call loop splitting should  
16 not make any -- I mean should be the same rationale to  
17 provide EEL splitting or any other splitting of any  
18 other loop combination.

19           JUDGE RENDAHL: So you believe that  
20 Washington issues 3, 4, 5, and 6 essentially should be  
21 grouped together for purposes of argument?

22           MR. SEKICH: At least 3 through 5, 6 possibly  
23 as well. I understand resold services might indicate  
24 some subtleties that aren't necessarily fairly covered  
25 in the others. But in the same general ball park, I

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1 agree.

2           JUDGE RENDAHL: And also, is it my  
3 understanding that AT&T and other CLECs may wish to  
4 brief this simply to ensure that there is an  
5 interpretation of whether there is a Qwest obligation to  
6 provide this?

7           MR. SEKICH: Well, to put it this way, if in  
8 fact we do brief issue 4, for example, and in our brief  
9 we argue that the obligations contained in FCC orders  
10 would require Qwest to provide splitting over all loop  
11 facilities, I think we would have to agree that that  
12 would apply in the loop splitting context. Even though  
13 they're providing it already, it becomes an obligation  
14 of law on their part.

15           MS. DOBERNECK: What I would recommend, Your  
16 Honor, and this is what we did elsewhere, is created  
17 loops or line splitting 3(a), which is what is the scope  
18 of Qwest's line splitting obligation under the FCC's  
19 order and resolve 3, 4, 5 pursuant to that, and that way  
20 we can brief what's the legal obligation, and it  
21 resolves all those issues.

22           MR. STEESE: Judge Rendahl, I must admit, I  
23 mean if they want to do this, I'm willing to move fairly  
24 quickly through these, but to be perfectly candid, I see  
25 this as an exercise in futility. We say we're doing it.

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1 We have it in our SGAT. Any party that wants to opt in  
2 can, and they can get the language in their contract.  
3 And once it's in your contract, it's a legally binding  
4 obligation. So I don't see the point of briefing this.  
5 I think that this ended up to be an issue, and to be  
6 perfectly frank, I don't understand why. We're saying  
7 we're doing it.

8 JUDGE RENDAHL: Ms. Doberneck.

9 MS. DOBERNECK: I would simply say contracts  
10 can be amended absent, you know, directed by the FCC or  
11 directed by this Commission. Qwest could, you know,  
12 engage in an amendment process to eliminate the offering  
13 of this particular product. We're just simply trying to  
14 clarify our right to that product and that Qwest can't  
15 withdraw it at some point down the road. I don't see  
16 what the objection is since we have briefed this issue  
17 elsewhere in Arizona and Colorado, I don't know about  
18 the multistate, and it just seems like a simple way to  
19 resolve three issues with just briefing one that's  
20 pretty clearly defined.

21 JUDGE RENDAHL: I understand the concerns on  
22 both sides, and I think the best way to resolve this  
23 instead of using up time in the workshop to address the  
24 issue is if the parties believe it's an issue and it's  
25 been briefed elsewhere, provide your arguments here as

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1 you have in other states, and we will listen to them and  
2 consider them. And so let's just simply keep them as  
3 they are, 3, 4, and 5, and keep them at impasse for  
4 purposes of briefing the Qwest legal obligation.

5 MR. STEESE: Can we simply do that for issue  
6 6 then as well; it's the extension?

7 MS. DOBERNECK: I would assume that --

8 JUDGE RENDAHL: If it's an obligation  
9 issue --

10 MS. DOBERNECK: I agree.

11 JUDGE RENDAHL: So I think 3, 4, 5, and 6, if  
12 you simply brief them and provide us your legal  
13 arguments, because that appears to be what it is, then  
14 let's do that.

15 MR. WILSON: And I think that's a -- from an  
16 engineering point of view, there's -- it's really not a  
17 feasibility issue, it's really an obligation issue.

18 JUDGE RENDAHL: Okay, well, then they're at  
19 impasse for briefing, and we will entertain your  
20 arguments on those issues here in Washington.

21 Okay, let's be off the record for a moment.

22 (Discussion off the record.)

23 (Recess taken.)

24 JUDGE RENDAHL: Let's be back on the record  
25 after our afternoon break. While we were off the



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1 record, Qwest has pointed out to us that what's on the  
2 issues log as Washington line splitting issue number 9  
3 discusses the overall legal obligations regarding line  
4 splitting and should be treated the same way as issues  
5 3, 4, 5, and 6, and should be wrapped up with those  
6 issues. So we will treat issue 9 accordingly. So that  
7 leaves us with two remaining line splitting issues.  
8 Let's get through them, and then we'll talk about how  
9 we're going to proceed the rest of today and tomorrow.

10 Line splitting issue 7 is an AT&T issue.

11 Mr. Wilson, do you wish to take that one?

12 MR. WILSON: Yes, Your Honor.

13 JUDGE RENDAHL: Thank you.

14 MR. WILSON: The issue that we're raising  
15 here is that in the current SGAT language, generally in  
16 Section 9.21, Qwest uses the terms voice services and  
17 data services kind of euphemistically in what should  
18 really technically be referred to, we believe, as the  
19 low frequency spectrum and the high frequency spectrum  
20 available on the loop. And we would like to see the  
21 SGAT changed to more reflect the usage of the spectrum  
22 on the loop rather than terms such as voice and data,  
23 which would -- which we feel would unnecessarily imply  
24 the type of services being used or being provided over  
25 what is really the low frequency portion and the high

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1 frequency portion. And I did have a conversation with  
2 the Qwest representative off line about this, and I  
3 think we may be getting close in principle on this  
4 issue, but we haven't actually completely resolved it.

5 JUDGE RENDAHL: Ms. Liston or Mr. Steese.

6 MS. LISTON: Well, I wasn't the Qwest  
7 representative, so. We went through the documentation  
8 in terms of looking through the high frequency and the  
9 low frequency and looking for different SGAT language.  
10 When we had originally left I think it was the last  
11 workshop, it was left that AT&T was going to be  
12 proposing some SGAT language, and we did not see that  
13 additional SGAT language.

14 And right now, Qwest rests on the language  
15 that they have in the SGAT. We do talk about making the  
16 availability for voice and data, and it is the splitting  
17 of the line where we don't know if it's necessary to  
18 make changes in the SGAT for terminology when we're  
19 providing the POTS splitters and we've allowed just to  
20 have a line split between high and low frequency  
21 already.

22 JUDGE RENDAHL: Mr. Sekich.

23 MR. SEKICH: Yes, Your Honor, I would propose  
24 that AT&T meet briefly with Qwest off line. I think we  
25 do have some language we could share with Qwest and

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1 perhaps get their collaboration on it, bring it back  
2 very briefly tomorrow, and perhaps put the issue away  
3 from impasse. I think there's enough momentum that we  
4 could possibly do that.

5 JUDGE RENDAHL: All right, well, at this  
6 point, why don't we put it as an AT&T/Qwest take back,  
7 and we will see what movement you all can make, and we  
8 will take it up briefly tomorrow.

9 Okay, that takes us to the last issue, which  
10 is line splitting issue number 8, which is an  
11 AT&T/WorldCom issue. Mr. Wilson or Mr. Sekich, are you  
12 taking this issue?

13 MR. WILSON: Yes, briefly, Your Honor. This  
14 issue is regarding language in the SGAT which assumes  
15 that, well, states that one of the providers -- if you  
16 have a voice provider and a data provider or a CLEC and  
17 a DLEC that may be in partnership to provide service,  
18 the Qwest language requires that one of the parties, the  
19 two partners, be what Qwest calls the customer of  
20 record. And in discussions with Qwest and actually in  
21 the SGAT language, it turns out that Qwest's idea of the  
22 -- of this customer of record would be that the customer  
23 of record is required to make all of the transactions  
24 such as ordering both the voice and the data service and  
25 trouble reports, et cetera, et cetera, for both parties.

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1                   And we feel that that is unnecessarily  
2 restrictive, that the parties can have an agreement  
3 among themselves and may have an agency relationship as  
4 far as one party, you know, picking troubles, for  
5 instance, and writing trouble tickets to Qwest for the  
6 high frequency portion and the other for the low  
7 frequency portion rather than forcing these -- the  
8 partners to do that through one of the entities. It  
9 makes more sense and it's more efficient for the people  
10 knowledgeable about the high frequency portion to do  
11 that set of ordering and trouble reporting and the ones  
12 doing the low frequency to do that rather than forcing  
13 it one way or the other. And it seems to us to be just  
14 a common type of agency relationship that can be  
15 contemplated here.

16                   JUDGE RENDAHL: Response from Qwest.

17                   MS. LISTON: In Section 9.21.7, Qwest has  
18 language regarding customer of record and authorized  
19 agents. The Qwest position is that we will have one  
20 customer of record. That's who we will be doing our  
21 billing with. We have modified language considerably  
22 throughout the workshops and have said if the customer  
23 of record wants to employ or give authorization to other  
24 people to access their data, they can do that. And they  
25 can do that by making -- by -- with their own

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1 agreements, and then they would have to provide them  
2 access to their systems.

3           What Qwest does not want to be in a position  
4 of doing is having the negotiations or being -- wind up  
5 being in a mediative position between two different  
6 CLECs, and we feel it's appropriate for us to be the one  
7 that interfaces with the party that we will be billing  
8 and that they then have the relationship between them  
9 and the other CLEC, and Qwest is -- is removed from any  
10 kind of mediation role.

11           Specifically in Section 9.21.7.2 and then  
12 this is also repeated in section 9.24, we talk about the  
13 ability to have an authorized agent, so Qwest believes  
14 that we have given the opportunity to the CLECs for them  
15 to do that negotiation, but we leave it to the parties  
16 to work that out.

17           MR. WILSON: It sounds like we are coming  
18 very close together on this issue as well, which would  
19 be good news. I don't think we were wanting Qwest to  
20 mediate between the partners. That wasn't our idea in  
21 the first place. So perhaps this is another one we  
22 should just take off line. Maybe we're close enough to  
23 be able to close this one as well with some small amount  
24 of discussion off line.

25           JUDGE RENDAHL: So is this going to be an

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1 AT&T/Qwest take back until the follow-up workshop?

2 Mr. Steese, or Ms. Liston.

3 MR. STEESE: I'm hopeful. We have modified  
4 this language, and there was certain language that gave  
5 us the concern that Ken just said the CLECs weren't  
6 intending for us to act as a mediator anyway, so if they  
7 can review the language, I think the language should be  
8 right in line with what we have, and hopefully they can  
9 get back to us tomorrow with respect to that.

10 MR. WILSON: We will try to do that.

11 JUDGE RENDAHL: Okay.

12 MS. LISTON: This is not new language. This  
13 is our language that we have had in the SGAT. We made  
14 these agreements in the last workshop, so it's not like  
15 it's new language that's a surprise in this workshop.

16 JUDGE RENDAHL: Okay, we will make this an  
17 AT&T take back until tomorrow; is that acceptable?

18 MR. WILSON: Yes.

19 JUDGE RENDAHL: Okay.

20 MR. WILSON: And if we need to confer, we  
21 will try to do that as well with Qwest.

22 JUDGE RENDAHL: Okay, I don't see any other  
23 line splitting issues on this issues log. Do parties  
24 have other issues regarding line splitting that are not  
25 or NIDs that are not listed on this NID line splitting

04589

1 issues log?

2           Hearing nothing, let's be off the record for  
3 the moment.

4           (Discussion off the record.)

5

6           (The following exhibits were identified in  
7 conjunction with the testimony of KENNETH L.  
8 WILSON: Exhibit 1035-T is Verification of  
9 Kenneth L. Wilson (AT&T) re: Dark Fiber,  
10 Packet Switching and Line Sharing, and  
11 SubLoops. Exhibit 1036 is AT&T's Comments on  
12 Access to Dark Fiber, Packet Switching and  
13 Line Sharing, 6/7/01. Exhibit 1037 is AT&T's  
14 Comments on SubLoops, 6/7/01. Exhibit 1038  
15 is AT&T's Proposal - Section 9.3 - SubLoops.  
16 Exhibit 1039 is Qwest's Standard MTE Terminal  
17 Access Protocol.)

18

19           JUDGE RENDAHL: We need to deal with several  
20 pieces of testimony for Mr. Wilson; is that correct?

21           MR. SEKICH: Your Honor, yes. Before we move  
22 to that, I want to just make sure that we have offered  
23 into the record some exhibits that we passed out during  
24 one of our breaks.

25           JUDGE RENDAHL: Okay, and those would be

04590

1 Exhibits 956 and 957?

2 MR. SEKICH: That's correct.

3 JUDGE RENDAHL: So you're offering those for  
4 admission?

5 MR. SEKICH: Yes.

6 JUDGE RENDAHL: Any objection?

7 MR. STEESE: None.

8 JUDGE RENDAHL: Okay, those will be admitted.

9 MR. SEKICH: Mr. Wilson, well, AT&T has filed  
10 two sets of comments, I believe, here, and Mr. Wilson  
11 has verified them. AT&T's comments on subloops dated  
12 June 7th, 2001, and a separate document entitled AT&T's  
13 Comments on Access to Dark Fiber, Packet Switching, and  
14 Line Sharing dated June 7 of 2001 as well.

15 JUDGE RENDAHL: Right, and those begin at  
16 Exhibit 1035-T with Mr. Wilson's verification and go  
17 through Exhibit 1039 on the pre-distributed exhibit  
18 list.

19 Are there any objections to admitting those  
20 into the record?

21 MR. STEESE: No objection.

22 JUDGE RENDAHL: Okay, then they will be so  
23 admitted.

24 Okay, I think the proposal now is to go  
25 through the first two issues on line sharing, which are



04591

1 also line splitting issues; is that correct?

2 MR. STEESE: That's correct. If you will  
3 recall, at the beginning of line sharing, I specifically  
4 stated that there was some overlap between the two, and  
5 we attempted to annotate the issue log and cross  
6 reference between line splitting and line sharing. The  
7 first issue on line sharing is, should Qwest own the  
8 splitters, and the second one, I'm paraphrasing, is, and  
9 if Qwest owns the splitters, how do the CLECs obtain  
10 access. And so I saw that, I believe, as being subsumed  
11 within line splitting issue number 1.

12 JUDGE RENDAHL: And on this workshop, it says  
13 defer to loop workshop, which is what we just did.

14 MR. STEESE: This is the Colorado.

15 JUDGE RENDAHL: This is the loop workshop --  
16 oh, this is the Colorado.

17 MR. STEESE: This is the Colorado issue log,  
18 and we're making very -- this is showing exactly what  
19 issues remained open, and we have attempted to put --  
20 it's where it either says defer to loop workshop or  
21 impasse, those are the issues that remained open.

22 JUDGE RENDAHL: Okay, so we just need to  
23 handle the issue here.

24 MR. STEESE: Correct.

25 JUDGE RENDAHL: Okay. And you're saying that

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1 this, should Qwest own splitters is similar to the issue  
2 we already discussed?

3 MR. STEESE: It's the same issue, just for  
4 line sharing instead of line splitting.

5 JUDGE RENDAHL: Okay. Mr. Wilson, did you  
6 want to talk briefly about it?

7 MR. WILSON: I think the issues are actually  
8 identical, and I think our reasons and the discussion  
9 that we had earlier apply equally to the situation of  
10 line sharing as well as line splitting.

11 JUDGE RENDAHL: So we can say that this is at  
12 impasse and have you all brief it?

13 MR. STEESE: Yes, ma'am.

14 JUDGE RENDAHL: Okay, well, that's what we  
15 will do.

16 Okay, moving right along to Washington line  
17 sharing issue number 2, and it's also listed as line  
18 loop splitting issue 1. I'm getting confused here.

19 MR. STEESE: It's line splitting issue one.

20 JUDGE RENDAHL: Thank you.

21 MR. STEESE: We apologize.

22 JUDGE RENDAHL: And who would like to  
23 characterize this?

24 MR. STEESE: I think it's the same, it's the  
25 second half of the coin of what we have already

04593

1 discussed. I think it's the exact same issue that we  
2 already discussed in line splitting. It was subsumed  
3 within issue 1(a), who should own the splitter, should  
4 we, and if so, how do the CLECs obtain access.

5 JUDGE RENDAHL: And again, that would be an  
6 impasse issue to be briefed?

7 MR. STEESE: Correct.

8 JUDGE RENDAHL: Anything further from any  
9 other party?

10 Mr. Zulevic.

11 MR. ZULEVIC: Possibly for a little  
12 clarification on the definition of this one, it may be  
13 more accurately described as a port at a time or a shelf  
14 at a time. In other words, one splitter circuit versus  
15 an entire shelf. And correct me if I'm wrong on that.

16 MR. STEESE: That's accurately described. We  
17 can modify the issue description to say instead of bulk  
18 or shelf at a time, we can say port at a time or shelf  
19 at a time access to splitter capacity.

20 MR. WILSON: That's correct, it's just in  
21 which blocks do you get to access the splitters.

22 JUDGE RENDAHL: Okay, so we have dealt with  
23 those first two line sharing loop splitting issues.

24 Mr. Dittemore.

25 MR. DITTEMORE: Quick question, can you tell

04594

1 us how many are on a shelf or some backup information  
2 possibly?

3 MR. ZULEVIC: The ones that are currently  
4 being deployed by Qwest on behalf of Covad and some  
5 other DLECs are the Seicor Model 97, which is 96 ports  
6 or 96 circuits.

7 MR. WILSON: But perhaps Mr. Dittimore's  
8 question might go further than that, what are the  
9 shelves for Qwest's own splitters if they're different  
10 from those, which I believe they may be. I believe it's  
11 a Sysco splitter perhaps.

12 MR. ZULEVIC: Right, I'm not sure what the  
13 quantities are for the Sysco, but it will probably be in  
14 the data that you get from your Bench request. I don't  
15 know right off hand.

16 JUDGE RENDAHL: Okay, let's be off the record  
17 for a moment.

18 (Discussion off the record.)

19 JUDGE RENDAHL: Joining us right on time is  
20 Ms. Stewart, Ms. Karen Stewart from Qwest. And we need  
21 to identify the exhibits and swear you in as a witness.  
22 Why don't we swear you in first, and then we will go  
23 through your exhibits.

24 Please stand and raise your right hand.

25 MS. STEWART: (Complies.)

04595

1 JUDGE RENDAHL: Please state your name for  
2 the record.

3 MS. STEWART: Karen Ann Stewart.

4 JUDGE RENDAHL: And spell your last name for  
5 the reporter.

6 MS. STEWART: S-T-E-W-A-R-T.

7 JUDGE RENDAHL: Thank you.

8 (Whereupon KAREN STEWART was sworn as a  
9 witness herein.)

10

11 (The following exhibits were identified in  
12 conjunction with the testimony of KAREN A.  
13 STEWART: Exhibit 990-T is Direct Testimony  
14 of Karen A. Stewart (Qwest) re: Emerging  
15 Services, 5/16/01 (KAS-29). Exhibit 991 is  
16 Line Sharing Business Agreements (KAS-31).  
17 Exhibit 992 is Line Sharing Training  
18 Activities (KAS-32). Exhibit 993 is  
19 Invitation to Line Sharing Teleconference  
20 (KAS-33). Exhibit 994 is Notification and  
21 CLEC Mailing List (KAS-34). Exhibit 995 is  
22 Central Office Common Area POTS Splitter  
23 illustration (KAS-35). Exhibit 996 is Shared  
24 Loop Provisioning Process and Task Functions  
25 (KAS-36). Exhibit 997 is Shared Loop

04596

1           Ordering Guide (KAS-37). Exhibit 998 is  
2           Shared Loop Central Office Job Aid (KAS-38).  
3           Exhibit 999 is Shared Loop Maintenance  
4           Process Flow and Task Functions (KAS-39).  
5           Exhibit 1000 is Shared Loop Measurements  
6           (KAS-40). Exhibit 1001 is Qwest Common Loop  
7           Architectures (KAS-41). Exhibit 1002 is DS1  
8           Capable Unbundled Feeder Loops Provisioning  
9           (KAS-42). Exhibit 1003 is Field Connections  
10          Point Request Form (KAS-43). Exhibit 1004 is  
11          Sub-loop Maintenance Process and Tasklist  
12          Flowchart (KAS-44). Exhibit 1005 is  
13          Unbundled Dark Fiber - Interoffice Options  
14          (KAS-45). Exhibit 1006 is Unbundled Dark  
15          Fiber - Loop Options (KAS-46). Exhibit 1007  
16          is Unbundled Dark Fiber Customer Inquiry and  
17          Verification Form (KAS-47). Exhibit 1008 is  
18          Unbundled Dark Fiber Inquiry Process Flow  
19          (KAS-48). Exhibit 1009 is Unbundled Dark  
20          Fiber Field Verification/Quote Processes  
21          Flowchart (KAS-49). Exhibit 1010 is  
22          Unbundled Dark Fiber Personnel Task Flow  
23          Chart (KAS-50). Exhibit 1011 is Packet  
24          Switching Diagram (KAS-51). Exhibit 1012 is  
25          Packet Switching Process Flow (KAS-52).

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1 Exhibit 1013-C is (CONFIDENTIAL) CLECs Using  
2 Unbundled Emerging Services in WA (KAS-53C).  
3 Exhibit 1014-T is Rebuttal Testimony of Karen  
4 A. Stewart (Qwest) (KAS-54T). Exhibit 1015  
5 is Performance Results Emerging Services in  
6 Washington (KAS-55).  
7

8 JUDGE RENDAHL: On our pre-distributed  
9 exhibit list, we have marked your testimony beginning  
10 with what's been marked as KAS-29, your direct  
11 testimony, as Exhibit 990-T. Going through your  
12 exhibits and rebuttal testimony and exhibits to that  
13 testimony is exhibit -- has been marked as Exhibit 1015.  
14 Do you see a reference to that, Ms. Stewart?

15 MS. STEWART: We have it, thank you.

16 JUDGE RENDAHL: Are you offering the  
17 testimony of Ms. Stewart and her exhibits at this time,  
18 Mr. Steese?

19 MR. STEESE: Yes.

20 JUDGE RENDAHL: Is there any objection to the  
21 admission of Ms. Stewart's testimony and exhibits?

22 Hearing nothing, it will be admitted.

23 Okay, we have been working from the issues  
24 log, which I understand has been imported from Colorado,  
25 and we have concluded issues LS-1 and LS-2. So we're

04598

1 next on to issue LS-3 concerning SGAT Section 9.4.2.3.1,  
2 and it says splitter on MDF 10K lines limit. It doesn't  
3 indicate whose issue this is.

4 MS. STEWART: I believe the issue is Covad's.

5 JUDGE RENDAHL: Okay. And, Mr. Zulevic, do  
6 you plan to address the issue?

7 MR. ZULEVIC: Yes, I would be happy to.

8 JUDGE RENDAHL: Okay, let's go ahead.

9 MR. ZULEVIC: This issue gets to a particular  
10 type of splitter which Covad feels is much more  
11 efficient in many applications. It's a splitter that is  
12 mounted on the horizontal main distributing frame, or it  
13 can be mounted on other distribution frames as well on  
14 the horizontal side. It's manufactured by Seicor, and  
15 it handles 8 customer lines or 8 ports.

16 And the thing that makes this very efficient  
17 is the fact that it is a combined unit in that the  
18 splitter capability as well as the cross connect  
19 capability all reside in one single unit. It's also  
20 because of the fact that it is all in one single unit,  
21 it eliminates the need for a lot of excessive cabling  
22 within the central office and also makes cross  
23 connecting much simpler, because all the cross connect  
24 points are virtually in the same place with respect to  
25 the line shared service.



04599

1           It's been Qwest's position that due to frame  
2 exhaust issues that they would not allow this type of  
3 splitter to be collocated in their central offices  
4 except under certain very limited circumstances, and  
5 that would be where it's a small office having 10,000  
6 lines or less. Since then, I have seen where this type  
7 of splitter has been mounted on larger frames that have  
8 been redesignated as an IDF, but it's Covad's position  
9 that we should be able to use this more efficient type  
10 of splitter in any office regardless of size unless  
11 there is actually a frame exhaust situation at that  
12 time.

13           JUDGE RENDAHL: Ms. Stewart.

14           MS. STEWART: It's Qwest's position that  
15 these type of splitters and the type of frame exhaust  
16 that could occur, not from a single CLEC placing them,  
17 but if all CLECs were able to place these kinds of  
18 splitters, and particularly something that serves 8  
19 lines, which in a very large central office would be a  
20 very nominal amount of lines that would be served.

21           At the time that the interim business  
22 agreement was determined -- was negotiated between Qwest  
23 and the DLECs, at that time, Qwest agreed to install  
24 centrally located frames where POTS splitters could be  
25 placed. And at this point in time, Qwest has not

04600

1 recovered all of the investment associated with those  
2 centrally placed frames and had placed them with the  
3 understanding and intent that that's where POTS  
4 splitters not in collocation space would be placed in  
5 the central office.

6           So the Qwest position is really two pronged.  
7 One, not to be the frame exhaust in larger offices where  
8 this is not feasible for a large number of CLECs to  
9 place them. Secondly, if and when our centrally placed  
10 bays are full of equipment, we would be willing to  
11 consider placing on frames assuming that there wasn't a  
12 frame exhaust issue. But until those two issues are  
13 met, Qwest does not agree to placing any type of  
14 splitter equipment on main distribution frames in  
15 offices that have more than 10,000 lines.

16           MR. STEESE: May I ask Ms. Stewart one  
17 question and make one comment?

18           JUDGE RENDAHL: Please, go ahead.

19           MR. STEESE: You said that this was contained  
20 within the interim agreement. Was it also contained in  
21 the permanent agreement, this language?

22           MS. STEWART: Yes, it was.

23           MR. STEESE: And then last, I realize this  
24 decision just came out on Monday and it is a recommended  
25 decision, but in Arizona, the Arizona recommended

04601

1 decision was for Qwest on this particular issue.

2 JUDGE RENDAHL: Okay, Ms. Doberneck.

3 MS. DOBERNECK: Ms. Stewart, getting back to  
4 the exhaust question, I mean does Qwest have any  
5 specific evidence or data suggesting that this is  
6 currently or would be a problem for Qwest based on  
7 current CLEC demand and usage?

8 MS. STEWART: It's not currently a problem  
9 because currently, of course, we're not allowing the  
10 splitters to go on the main distribution frames in  
11 offices that are less than 10,000. Qwest does believe,  
12 based on the potential forecasts of what could occur  
13 with line sharing, that there could become a frame  
14 exhaust issue, and that would be a critical situation  
15 for everyone involved trying to serve customers in that  
16 office, not just for Qwest. So Qwest believes that it's  
17 more appropriate to not place the splitters on the main  
18 distribution frames in those large offices.

19 MS. DOBERNECK: If I could just get a little  
20 clarification, when you say the -- and I don't want to  
21 improperly paraphrase what you said, I think you talked  
22 about a forecasted information regarding this. Can you  
23 clarify what you mean by the forecasted information?

24 MS. STEWART: My understanding from the  
25 conversations that I have had with our product

04602

1 management organization regarding this is that  
2 originally when Qwest did line sharing in the interim  
3 and permanent business agreement, there was forecast  
4 aspect to that, and we did receive some forecasted  
5 information. Since then, of course, we're no longer  
6 needing or obtaining that forecast information. But  
7 that original information was used and was part of the  
8 decision in not placing the line splitters on the main  
9 distribution frames.

10 As I indicated, that's only a portion of our  
11 concerns. The other portion is the investment that we  
12 have made, a very considerable investment, in the  
13 centrally, excuse me, in the centrally placed bays where  
14 splitter equipment could be located. And at that point,  
15 we have not seen anywhere near the utilization we had  
16 anticipated on those bays. And we did place them with  
17 the understanding that that's where POTS splitters not  
18 in collocation space would be located.

19 MS. DOBERNECK: Two more questions. Can you  
20 tell me when Qwest made the decision to place these bays  
21 in the central area, had there been a request by CLECs  
22 to allow them to place their splitters on the MDF?

23 MS. STEWART: The only thing I know about  
24 that is in previous workshops, Mr. Zulevic had mentioned  
25 that even originally Covad at least had been interested

04603

1 in possibly doing that. But as part of the overall  
2 negotiations, Qwest did not agree to place them -- to  
3 place the POTS splitters on the frames.

4 JUDGE RENDAHL: Ms. Doberneck or Mr. Zulevic.

5 MR. ZULEVIC: Just very briefly. The reason  
6 that this became a new issue for Covad even though we  
7 did negotiate that agreement was that we did find that  
8 in an office in Colorado that was probably a 90,000 line  
9 office that at least one other data CLEC had been  
10 allowed to place the frame mounted splitters in that  
11 office. And again, it's our opinion that that is a much  
12 more efficient way of doing it and a much cheaper way of  
13 building in that splitter capability. And so we felt  
14 that it was somewhat discriminatory in that we were not  
15 allowed to do that whereas others were.

16 MS. STEWART: My understanding of that  
17 situation in Colorado, it was not a main distribution  
18 frame or a COSMIC. It was an actual intermediate  
19 distribution frame that was serving other purposes.  
20 That frame did take a reassignment from just a general  
21 intermediate distribution frame into the office to  
22 become an ICDF or an interconnection type frame. But at  
23 the time they were placed, my understanding is that was  
24 not a main distribution frame even though its  
25 geographical location might have led someone to believe

04604

1 that.

2 JUDGE RENDAHL: Mr. Steese.

3 MR. STEESE: Does Qwest's SGAT language,

4 Ms. Stewart, allow any CLEC to place a splitter in an  
5 intermediate distribution frame?

6 MS. STEWART: Yes, it does.

7 MR. DITTEMORE: Question.

8 JUDGE RENDAHL: Mr. Dittimore and then  
9 Mr. Sekich.

10 MR. DITTEMORE: Yes, the centrally located  
11 splitters, are those ones that you use for your  
12 customers as well?

13 MS. STEWART: Typically not. They were bays  
14 that were placed specifically for CLEC/DLECs to place  
15 POTS splitters.

16 MR. DITTEMORE: But they could be used for  
17 your customers when your capacity expires?

18 MS. STEWART: I would have to say in theory  
19 that's correct. I haven't looked at any particular  
20 office or what would be wiring concerns or tie cable  
21 concerns, but theoretically, that would be a  
22 possibility.

23 MR. DITTEMORE: Thank you.

24 JUDGE RENDAHL: Mr. Sekich.

25 MR. SEKICH: Yes, Your Honor, very briefly.

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1                   Mr. Steese I think a couple of times already  
2 has referred to orders of the seven state collaborative  
3 process as well as the Arizona, in Arizona. I just  
4 wanted to point out that to my knowledge, neither of  
5 those two orders are final orders of commissions and  
6 that in one case I think it may be a draft order.  
7 Furthermore, I also would like to point out that I think  
8 his references are to interpretations Qwest has placed  
9 on those various orders. I just wanted to make clear  
10 that AT&T does not accept their characterization or I  
11 guess their precedential effect or binding effect in  
12 this jurisdiction.

13                   MR. STEESE: And we would agree that these  
14 are recommended decisions. I just think it's helpful  
15 for Judge Rendahl to hear how other Commissions' Staffs'  
16 recommended decisions have come forth.

17                   JUDGE RENDAHL: We appreciate both comments.

18                   Ms. Doberneck.

19                   MS. DOBERNECK: I just have one last question  
20 for Ms. Stewart. Getting back to the exhaust issue when  
21 -- the forecasted information, has Qwest made any  
22 comparison or attempted to make any comparison between  
23 the volume of line sharing that has actually come in  
24 since the interim line sharing amendment versus what was  
25 forecasted around the time of that amendment?

04606

1 MS. STEWART: I haven't had a recent  
2 conversation with our product management, so I'm not  
3 sure that I can answer that recently. Within the last  
4 few months in conversations though in looking at the  
5 volume of line sharing orders we're seeing and  
6 particularly we have situations where whole states like,  
7 for example, Nebraska, we have equipped 16 offices, we  
8 have not received a single order. And so in that review  
9 just generally, not looking at sheer volume of calls,  
10 just seeing these were all the forecasted offices where  
11 people were interested, we're seeing that office after  
12 office where no CLEC or DLEC has ordered line sharing.

13 MS. DOBERNECK: Could I make a request to  
14 confirm whether something like that has been done  
15 specifically for the state of Washington and if it has  
16 actually occurred, what Qwest's conclusion is in that  
17 regard?

18 MS. STEWART: I understand our product  
19 manager tomorrow will be available, so we're happy to  
20 ask him and let you know tomorrow.

21 MS. DOBERNECK: Thank you.

22 MR. STEESE: Let me ask one question of Covad  
23 then, are you saying that the expectation from Covad at  
24 least, I know you're only one of the CLECs, is that  
25 you're not going to be utilizing line sharing to the



04607

1 extent you thought?

2           MR. ZULEVIC: I don't know that that says  
3 anything about the extent. We're going to use line  
4 sharing to the extent that we can sell it and have the  
5 ability to do so. What this says, to my mind, is that  
6 maybe the frame exhaust type problems that originally  
7 drove Qwest to require that limitation may or may not  
8 have been valid based upon the number of lines that are  
9 currently being installed and that maybe it would have  
10 been more efficient and more economical to have utilized  
11 the type of splitter that we had originally asked about.

12           MR. STEESE: Let me ask it a different way  
13 then, if I could. Covad in the past I have heard say  
14 very clearly that line sharing is something that they  
15 see as having great demand, potentially huge demand. Do  
16 you still see that?

17           MR. ZULEVIC: Well, I think it has huge  
18 demand depending on whether or not we can get the terms  
19 and conditions we need and also the costs and pricing  
20 that we need in order to be competitive. Those are some  
21 of the things unfortunately that are still up in the air  
22 and still have yet to be addressed adequately in all the  
23 states where we had planned to do business.

24           MS. DOBERNECK: But suffice to say, we would  
25 love to have incredible demand and would be happy to

04608

1 fill incredible demand if it came along. I'm just  
2 saying if, in fact, experience has not matched up to  
3 what was forecasted or anticipated, perhaps it's  
4 something that could be reevaluated by Qwest.

5 JUDGE RENDAHL: Is there any further comment  
6 from Qwest or other parties at this point?

7 Hearing nothing, I think we will be adjourned  
8 for the day having completed this issue, so let's be off  
9 the record.

10 (Hearing adjourned at 5:00 p.m.)

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