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BEFORE THE WASHINGTON UTILITIES AND

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TRANSPORTATION COMMISSION

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4 In the Matter of the) Docket No. UT-003022
 Investigation Into US WEST) Volume XXXVII
 5 Communications, Inc.'s) Pages 5503-5695
 Compliance with Section 271 of)
 6 the Telecommunications Act of)
 1996.)

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_____)
 In the Matter of US WEST) Docket No. UT-003040
 8 Communications, Inc.'s)
 Statement of Generally)
 9 Available Terms Pursuant to)
 Section 252(f) of the)
 10 Telecommunications Act of 1996.)

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12 A workshop in the above matter was
 13 held on August 1, 2001, at 9:21 a.m., at 900 Fourth
 14 Avenue, Suite 2400, Seattle, Washington, before
 15 Administrative Law Judge ANN RENDAHL.

16

The parties were present as
 17 follows:

18

AT&T, by Rebecca DeCook, Steven
 Weigler, Sarah Kilgore, and Dominick Sekich (via
 19 teleconference bridge), Attorneys at Law, 1875
 Lawrence Street, Suite 1575, Denver, Colorado, 80202.

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QWEST, by Kara Sacilotto (via
 21 teleconference bridge), Attorney at Law, Perkins
 Coie, LLP, 607 14th Street, N.W., Washington, D.C.
 20005, and Charles W. Steese and John Munn (via
 22 teleconference bridge), Attorneys at Law, 1801
 23 California Street, 49th Floor, Denver, Colorado
 80202, and Laura Ford (via teleconference bridge),
 24 Attorney at Law, Perkins Coie, 1899 Wynkoop Street,
 Suite 700, Denver, Colorado 80202.

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1 WORLDCOM, by Ann Hopfenbeck,
2 Attorney at Law, 707 17th Street, Suite 3600, Denver,
3 Colorado, 80202.

3 XO WASHINGTON, INC., and ELI, by
4 Gregory J. Kopta (via teleconference bridge),
5 Attorney at Law, Davis, Wright, Tremaine, LLP, 2600
6 Century Square, 1501 Fourth Avenue, Seattle,
7 Washington, 98101.

6 SPRINT, by Barb Young, Group
7 Regulatory Manager, 902 Wasco Street, Hood River,
8 Oregon 97031.

8 PUBLIC COUNSEL, by Robert Cromwell
9 (via teleconference bridge), Assistant Attorney
10 General, 900 Fourth Avenue, Suite 2000, Seattle,
11 Washington, 98164.

10 COVAD, by Megan Doberneck,
11 Attorney at Law, 7901 Lowry Boulevard, Denver,
12 Colorado 80230.

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24 Barbara L. Nelson, CCR

25 Court Reporter

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1 JUDGE RENDAHL: Let's be on the record.
2 We're here this morning starting the second day of
3 our follow-up workshop in the fourth workshop here in
4 Washington before the Washington Utilities and
5 Transportation Commission in Dockets UT-003022 and
6 UT-003040.

7 We have on the bridge line an attorney from
8 Qwest, Mr. Munn, and an attorney from AT&T, Mr.
9 Sekich, and Qwest's witness, Ms. LaFave. There are
10 also a number of people here in the room. And I'm
11 going to just ask briefly if the attorneys would
12 identify themselves for the record and then, also,
13 then we'll go to the bridge line and take
14 appearances, swear in Ms. LaFave, and then we will go
15 through any questions for Ms. LaFave. Starting with
16 AT&T, Ms. Kilgore.

17 MS. KILGORE: Yes, Sarah Kilgore, for AT&T.
18 You want my witnesses?

19 JUDGE RENDAHL: No.

20 MS. KILGORE: Okay.

21 JUDGE RENDAHL: Ms. Doberneck. We're just
22 taking appearances. State your name and who you
23 represent.

24 MS. DOBERNECK: Megan Doberneck, Covad
25 Communications.

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1 MR. WEIGLER: Steven Weigler, AT&T.
2 MS. YOUNG: Barb Young, Sprint.
3 MS. HOPFENBECK: Ann Hopfenbeck, WorldCom.
4 MS. STEWART: Karen Stewart, Qwest.
5 MR. ORREL: Barry Orrel, Qwest.
6 JUDGE RENDAHL: Okay. Thank you. And on
7 the bridge line, Mr. Munn.
8 MR. MUNN: John Munn, Qwest.
9 JUDGE RENDAHL: Can you speak directly into
10 the mouthpiece of the phone? I think if you're on
11 speaker, it's not coming through very clearly.
12 MR. MUNN: We could probably use a better
13 phone. If we want to just drop and call back in on a
14 better phone, I think we could do that in one minute.
15 JUDGE RENDAHL: Why don't we do that. Mr.
16 Sekich, are you still there?
17 MR. SEKICH: Yes, I'm still here. This is
18 Dominick Sekich, for AT&T.
19 JUDGE RENDAHL: Thank you. Are you there,
20 Mr. Munn? Let's be off the record for a moment.
21 (Discussion off the record.)
22 JUDGE RENDAHL: Let's be back on the
23 record. We went off the record just to -- we weren't
24 sure if we were going to get you back.
25 MR. MUNN: I can understand that concern.

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1 JUDGE RENDAHL: Okay. Ms. LaFave.
2 MS. LaFAVE: Yes.
3 JUDGE RENDAHL: Would you please state your
4 full name for the record?
5 MS. LaFAVE: Mary Ferguson LaFave.
6 JUDGE RENDAHL: And spell your last name.
7 MS. LaFAVE: L-a-F-a-v, as in Victor, -e.
8 JUDGE RENDAHL: Thank you. Would you
9 please raise your right hand?
10 MS. LaFAVE: Yep.

11 Whereupon,
12 MARY F. LaFAVE,
13 having been first duly sworn, was called as a witness
14 herein and testified as follows:

15 JUDGE RENDAHL: Thank you. Okay. And Mr.
16 Munn, I'm sorry, I didn't take your appearance.
17 MR. MUNN: John Munn, on behalf of Qwest.
18 JUDGE RENDAHL: Thank you. How do you wish
19 to proceed? I guess we need to admit Ms. LaFave's
20 testimony. Is there any objections to admitting the
21 testimony marked as Exhibit 1022, the rebuttal
22 testimony of Ms. LaFave? Hearing no objection, it
23 will be admitted.

24 Does Ms. LaFave have any presentation, or
25 is this just making Ms. LaFave available for

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1 questions by AT&T?

2 MR. MUNN: Judge, we would just propose to
3 make Ms. LaFave available for any cross-examination
4 questions at this time. The testimony is fairly
5 brief, and I don't think a summary would be necessary
6 here.

7 JUDGE RENDAHL: Okay. Mr. Sekich, do you
8 have any questions for Ms. LaFave?

9 MR. SEKICH: Yes, I do. They'll be fairly
10 brief, perhaps five to 10 minutes, but I appreciate
11 the opportunity.

12 JUDGE RENDAHL: Please go ahead.

13 MR. SEKICH: Ms. LaFave, are you presently
14 employed as an attorney for Qwest?

15 MS. LaFAVE: No, I'm not.

16 MR. SEKICH: Thank you. First question.
17 I'll be using the acronyms, I guess, used in your
18 testimony, QCI, referring to I think Qwest
19 Communications International?

20 MS. LaFAVE: The parent company, yes.

21 MR. SEKICH: QC, referring to Qwest
22 Corporation, Qwest Corp.?

23 MS. LaFAVE: Uh-huh.

24 MR. SEKICH: And QCC, which I believe is
25 Qwest Communications Corporation?

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1 MS. LaFAVE: Yes.

2 JUDGE RENDAHL: Mr. Sekich, can you speak
3 up a bit for the court reporter?

4 MR. SEKICH: Absolutely. Is this better?

5 JUDGE RENDAHL: That's much better. Thank
6 you.

7 MR. SEKICH: QC, as I understand from your
8 testimony, is the entity that was at one time US West
9 Communications; is that correct?

10 MS. LaFAVE: Correct.

11 MR. SEKICH: Question. QCI, as you
12 mentioned, is the parent entity of Qwest. Does QCI
13 own or control any local exchange company, other than
14 QC?

15 MS. LaFAVE: No.

16 MR. SEKICH: Did QCI at any time own or
17 control any local exchange company?

18 MS. LaFAVE: Not to the best of my
19 knowledge, no.

20 MR. SEKICH: Could there have been a
21 competitive local exchange company that QCI, or old
22 Qwest, owned or controlled?

23 MS. LaFAVE: I -- I don't know. I don't --
24 I don't believe so, no.

25 MR. SEKICH: Okay. And I guess maybe the

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1 final question. Are there any facilities of QCI or
2 QCC that are available for use by QC?

3 MS. LaFAVE: Not as far as I'm aware, no.

4 MR. SEKICH: If QCI owned an office
5 building, for example, would those facilities be made
6 available to, say, co-house or include or provide
7 space to QC?

8 MR. MUNN: Dom, are you asking if that is
9 occurring today or are you asking a hypothetical?

10 MR. SEKICH: Well, actually, that's a good
11 point, Mr. Munn. Why don't we ask today. Is there
12 any facility owned by -- not owned by QC, but owned
13 by QCI or an affiliate of QCI that is presently in
14 use by QC?

15 MS. LaFAVE: I honestly don't know with
16 respect to any real estate structure, but to the
17 extent it would all be handled and accounted for
18 under the affiliate accounting rules.

19 MR. SEKICH: And that's the end of my
20 questions.

21 JUDGE RENDAHL: Okay. Do you have
22 anything, Mr. Munn?

23 MR. MUNN: No, Judge. Thank you.

24 JUDGE RENDAHL: Okay. Is there anything
25 from any party around the table, any questions by any

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1 party for Ms. LaFave? Okay. Hearing nothing, thank
2 you very much for being patient with us, Ms. LaFave,
3 Mr. Munn, and Mr. Sekich, in getting our technical
4 difficulties resolved and starting later than we
5 intended. So you're free to go if you'd like.

6 MR. SEKICH: Thank you. This is Dominick
7 Sekich. I'll be dropping from the bridge.

8 MR. MUNN: Ms. LaFave and I will also be
9 dropping.

10 JUDGE RENDAHL: Okay. Thank you very much.
11 Let's be off the record.

12 (Discussion off the record.)

13 JUDGE RENDAHL: Let's be on the record.

14 While we were off the record, Qwest has circulated a
15 definition of packet switch, which, as I understand,
16 will resolve the issues in Washington Packet Switch
17 Issue Five; is that correct?

18 MS. STEWART: Yes.

19 JUDGE RENDAHL: Okay. And is this SGAT
20 language, does this go to a particular SGAT section?

21 MS. STEWART: Yes, it is SGAT language. It
22 will go in the definitions section of the SGAT.
23 Currently that section is numbered, but my
24 understanding is they're in the process of converting
25 that SGAT section to an alphabetical list without

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1 individual numbers, so this will enter into the
2 appropriate place alphabetically in that definition
3 list.

4 JUDGE RENDAHL: Okay. And this is within
5 Section Four of the definitions?

6 MS. STEWART: That is correct.

7 JUDGE RENDAHL: Okay. So this would be an
8 exhibit to your testimony, I suppose?

9 MS. STEWART: Yes, it would.

10 JUDGE RENDAHL: We will make this Exhibit
11 1166.

12 MS. STEWART: 1166 or 10?

13 JUDGE RENDAHL: 1166. I made a mistake
14 yesterday. The SGAT Section 9.7.5.2.2 should be
15 1165. Does that make more sense?

16 MS. STEWART: Yes, it would. Thank you.

17 JUDGE RENDAHL: Okay. And so this is
18 agreed upon language. Now PS-5 is no longer at
19 impasse?

20 MS. HOPFENBECK: That's correct. Just to
21 spell out what the -- there was a compromise here,
22 and WorldCom has withdrawn its request to have both a
23 definition of packet switch and packet switching and
24 has agreed that our concerns would be satisfied by
25 simply adding this particular definition of packet

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1 switch, which is identical to the definition that was
2 proposed by Mr. Schneider in his Exhibit MSW-3 that
3 was admitted as -- I don't have the exhibit list
4 handy. My friend here --

5 JUDGE RENDAHL: Hold on a second.
6 Schneider, MS-3, MWS-3?

7 MS. HOPFENBECK: Yeah, MWS-3, which is
8 Exhibit 862. It's identical to that, with the
9 exception of one word, and that is the fourth word,
10 router, in our proposed definition said switch, and
11 we're willing to accept substitution of the term
12 router for switch here.

13 So this satisfies our concern that the SGAT
14 accurately described a packet switch from a technical
15 perspective, and that issue is closed from our
16 perspective.

17 JUDGE RENDAHL: Okay. And for my own
18 clarification, Washington PS-4, we're still at
19 impasse, but we resolved the status of the interim
20 rate issue; is that correct?

21 MR. STEESE: Can you say that again, Judge?

22 JUDGE RENDAHL: On our issues log,
23 Washington Packet Switching Issue Four was at impasse
24 and indicated we needed to check on the status of the
25 follow-up of Exhibit A. We did that yesterday, and

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1 Ms. Anderl indicated that the rates have not yet been
2 run through a cost docket, but there are interim
3 rates in Exhibit A. And I was wondering whether --
4 we're still at impasse on this issue, but we had that
5 concern about the cost docket.

6 MS. HOPFENBECK: Yeah, my understanding is
7 that Ms. Anderl is going to advocate that packet
8 switching prices be included in Part D of the cost
9 docket. And from WorldCom's perspective, with that
10 commitment, we are satisfied that this issue can be
11 closed.

12 JUDGE RENDAHL: Okay.

13 MS. HOPFENBECK: We will join her in
14 supporting -- adding packet switching price into Part
15 D.

16 JUDGE RENDAHL: And is AT&T okay with that,
17 as well? Is that something you're able to discuss?
18 The issue can be closed pending the discussion in the
19 cost docket?

20 MS. KILGORE: Yeah, that's fine.

21 JUDGE RENDAHL: Yes, okay. I hadn't had
22 that issue as closed on my log, and I just wanted to
23 make sure that we cleared that up. Okay. Well,
24 thank you very much. We also -- is there anything
25 else on packet switching that we need to address?

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1 Mr. Griffith, do you have a question?

2 MR. GRIFFITH: Just one slight comment. I
3 believe the correct terminology for protocols down in
4 the last sentence is X.25 and X.75. It's just a
5 slight typo on the Exhibit 1166.

6 JUDGE RENDAHL: Okay. Thank you very much.

7 MS. STEWART: We'll make that change.

8 JUDGE RENDAHL: Okay. So we can now move
9 to subloop issues and -- because we've completed the
10 dark fiber, we finished that yesterday; correct?

11 MS. STEWART: Right.

12 JUDGE RENDAHL: Okay. So moving right
13 along to subloops, who would like to explain the new
14 issues log?

15 MS. STEWART: I can do that. AT&T and
16 Qwest, working cooperatively this morning, went
17 through all of the issues that either had a status of
18 impasse or are still open as part of this workshop in
19 regards to subloop unbundling. We took the list and
20 just clearly articulated what was the true issue left
21 within each of the items that were either at impasse
22 or open, and then we've just itemized those
23 differences.

24 And what I would propose is that we would
25 retain the complete list, as far as being in the

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1 record, but that this shortened list would be the
2 list for purposes of moving forward in this workshop
3 and would be the list from which briefing would
4 occur.

5 JUDGE RENDAHL: Okay. We have not entered
6 the issues log into the record per se as an exhibit.
7 We had discussed doing that. Do the parties wish to
8 do that or just use them as guides for briefing?

9 MR. WEIGLER: Well, whatever we've done
10 traditionally, Your Honor. What have we done on
11 other issues?

12 MS. STRAIN: Both.

13 JUDGE RENDAHL: Both. We've been
14 inconsistent on this. So I think it's really up to
15 the parties. I'm not sure we need it as an exhibit
16 if the parties understand it's useful just for
17 briefing purposes.

18 MR. WEIGLER: I'd rather not admit it as an
19 exhibit. For example, I noticed that there's an SGAT
20 provision missing, and I don't want to be precluded
21 because it's not listed in an exhibit. But I will
22 notify Qwest on what that is. It's on WA-SB-3.
23 9.3.3.7 is included in the SGAT provision.

24 JUDGE RENDAHL: Okay. Thank you. Well, we
25 won't then include it as part of the record, but for

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1 purposes of discussion and briefing, this will be the
2 issues log for subloops. Then let's get back to
3 where we were yesterday before we broke, and I think
4 we were still discussing issue SB-3 and Qwest's
5 access protocol document.

6 I now have another exhibit, which is an
7 additional draft of Qwest Standard MTE Terminal
8 Access Protocol. How does this differ from the
9 document dated 7/17/01 that we had in yesterday? Mr.
10 Orrel, do you wish to speak to this, or who is --

11 MR. ORREL: Yes, Judge, I can. I just
12 noticed we should have changed 7/17/01 draft to
13 8/1/01 draft. We'll correct that. This draft -- we
14 probably should enter this as an exhibit.

15 JUDGE RENDAHL: And would this be to your
16 testimony, then, Mr. Orrel?

17 MR. ORREL: It would be to Ms. Stewart's.

18 JUDGE RENDAHL: Ms. Stewart's.

19 JUDGE RENDAHL: This will be Exhibit 1167.

20 MR. ORREL: Thank you, Judge.

21 JUDGE RENDAHL: This will be the August 1st
22 version --

23 MR. ORREL: Yes.

24 JUDGE RENDAHL: -- of Qwest's MTE Terminal
25 Access Protocol.

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1 MR. ORREL: What I would propose to do is
2 this is a MTE Terminal Access Protocol Lite, if you
3 will. It doesn't include the original photographs
4 that were in the original version of Exhibit 1164.
5 So with that, what has transpired since yesterday is
6 Qwest has taken comments that AT&T provided in a
7 red-line version of this access protocol and tried to
8 incorporate as many of the concerns as Qwest can into
9 this Exhibit 1167.

10 This morning, AT&T and Qwest communicated
11 some additional changes that could be made to soften
12 the positions, if you will, from both parties. What
13 this document represents is the fairly close
14 approximation -- and Mr. Wilson, you can verify this
15 for me, if you'd like -- of where Qwest and AT&T
16 stand with the access protocol. It's a very close
17 document to an agreement, as far as how the access
18 should be provided.

19 We do have some exceptions. I think AT&T
20 has some issues that they would like to present on
21 the record that probably are still issues, even with
22 this Exhibit 1167. With that, I'll let Mr. Wilson
23 address those.

24 JUDGE RENDAHL: Thank you, Mr. Orrel.

25 MR. WILSON: Ken Wilson, for AT&T. I think

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1 we're much closer than we were on this. There are
2 still a few issues. I think a number of those issues
3 are already addressed in the disputed issues list.
4 However, we did see one spot on page 14 that somehow
5 got missed, and we think the last sentence on page 14
6 needs to be removed. It's an ICB sentence that we
7 think is now covered by -- for instance, the first
8 paragraph on the next page, page 15, talks about
9 additional access methods, et cetera.

10 MR. ORREL: We can remove that, Ken.
11 You're right. That's an oversight.

12 MR. WILSON: Okay. I think we're very
13 close on this. I think any problems we -- I think
14 we're going to have to take this back, and if there
15 are any remaining issues, we could probably address
16 them in briefing on this access protocol.

17 I do have a number of issues in the SGAT
18 related to the same Washington issue. I guess we're
19 on what, SB-3 still. So I think we need to go over
20 the new SGAT language that Qwest passed out yesterday
21 for a few moments. We have some questions on a few
22 issues.

23 JUDGE RENDAHL: And that being Exhibit
24 1020, the new Section 9.3?

25 MR. WILSON: Yes, Your Honor.

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1 MR. ORREL: And before we go there, what I
2 would offer to do is get a complete version with that
3 latest change of the MTE access protocol as a
4 late-filed exhibit.

5 JUDGE RENDAHL: Why don't we just replace
6 -- you need to make the change for August 1, anyway.

7 MR. ORREL: Yes.

8 JUDGE RENDAHL: So why don't we replace
9 Exhibit 1167 with those two changes.

10 MR. ORREL: I can do that before we leave
11 here today.

12 JUDGE RENDAHL: Okay.

13 MR. WILSON: So perhaps if we can go to the
14 -- Exhibit 1020, I believe, was the new SGAT Lite for
15 Subloop Section 9.3. Do we need Mr. Orrel?

16 MS. STEWART: Probably. He's coming back.

17 JUDGE RENDAHL: Which section are we
18 looking at?

19 MR. WILSON: Let's first look at Section
20 9.3.3.5. The first addition that I would like to add
21 to this to clarify a dispute which was discussed
22 yesterday, in the fifth line of 9.3.3.5, it says,
23 Qwest's systems to support subloop orders, and then I
24 would insert "at no charge to CLEC."

25 MR. STEESE: Can you say that again, Ken?

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1 I'm sorry. You cut out at that exact moment.

2 MR. WILSON: In the fifth line, it says,
3 Qwest's systems to support subloop orders, and then I
4 would add "at no charge to CLEC."

5 MS. STEWART: Ken, if I could just clarify
6 your intent here. We have the dispute over Qwest
7 believes that it's appropriate to charge the CLEC for
8 the inventory creation, and by you inserting no
9 charge, are you discussing that or are you saying
10 that no additional charge beyond what's contemplated
11 in the nonrecurring?

12 MR. WILSON: I was trying to focus the
13 dispute with language that could be put in or not.
14 So it is that charge.

15 MS. STEWART: That's what I was trying to
16 say, whether you were trying to clarify you would pay
17 the inventory once and then you wouldn't pay us
18 anything additional to put it into the LSR, or are
19 you just saying the whole inventory would be at no
20 charge?

21 MR. WILSON: It's my understanding, and
22 we're going to get to this in some other paragraphs,
23 that the inventory of the CLEC terminations is done
24 by the CLEC, and that the whole Qwest activity is to
25 put that into your systems. Now, there are some

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1 places we'll need to clean up, and I'm going to get
2 to those, where it seems like Qwest is inventorying
3 the CLEC terminations, but I thought we had
4 determined in earlier workshops that actually the
5 CLEC does its own inventory.

6 MS. STEWART: Right, right.

7 MR. WILSON: So --

8 JUDGE RENDAHL: Going back to the charge, I
9 think, can you respond to Ms. Stewart's question
10 about what charge you're talking about here?

11 MR. WILSON: I think the only inventory
12 charge is the placing of -- or the changing of
13 Qwest's database. That's all that's left, I believe.

14 MS. STEWART: Correct.

15 MR. WILSON: So that's the charge.

16 MS. STEWART: Okay. Then we would not
17 agree to insert this language.

18 MR. WILSON: That's -- yes.

19 MS. STEWART: Then it could be a disputed
20 language. Okay, great.

21 MR. WILSON: I think this just clarifies
22 the dispute.

23 MS. STEWART: Thank you. I just didn't
24 know if -- okay. So Qwest would not agree to insert
25 "at no charge to CLEC" in the place suggested by Mr.

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1 Wilson.

2 MR. WILSON: Right. Now, a little further
3 in this paragraph, I think I have a suggestion that
4 probably is acceptable. If you go down four more
5 lines, where it says "complete an inventory of CLEC's
6 terminations," this is where the confusion, I think,
7 hasn't been resolved. I would change that to say
8 something like "input the information on CLEC's
9 terminations." The way it's in there now, it sounds
10 like Qwest is doing the inventorying of the CLEC
11 terminations.

12 MR. STEESE: Let me make a suggestion here,
13 Ken. I think we can do this. So it would be to
14 input the inventory of CLEC terminations into its
15 systems?

16 MR. WILSON: That's fine, yeah. I think
17 that's what we've decided it should be.

18 MS. STEWART: Okay.

19 JUDGE RENDAHL: So what was that language,
20 Mr. Steese? Input the inventory?

21 MR. STEESE: After the word "to," t-o, put
22 the word "input" and the word "the," "input the,"
23 then you delete "complete." And it will read "to
24 input the inventory of CLEC's terminations into its
25 systems."

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1 JUDGE RENDAHL: Into its systems?
2 MR. STEESE: Right.
3 JUDGE RENDAHL: So you would delete the
4 words "and submit the data."
5 MR. STEESE: Right.
6 MR. WILSON: I think that looks like what
7 I'd intended to do.
8 JUDGE RENDAHL: Okay. So AT&T is in
9 agreement with that?
10 MR. WILSON: Yes, I think that sounds
11 acceptable.
12 JUDGE RENDAHL: Okay. And that continues
13 an agreement that you all have made prior to this?
14 MR. WILSON: I think it -- yes, it
15 continues an understanding of what Qwest was actually
16 wanting to do.
17 JUDGE RENDAHL: Okay.
18 MR. WILSON: There was some
19 misunderstanding earlier about that.
20 JUDGE RENDAHL: Okay. Thank you.
21 MR. WILSON: Then we go to 9.3.3.7.
22 MS. KILGORE: Ken.
23 MR. WILSON: Yes.
24 MS. KILGORE: Before we go there, as I read
25 further in 9.3.3.5, it appears to me that there is

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1 further cleanup to be done, because Qwest is no
2 longer performing the inventory. For example, I
3 question whether an extended interval would ever be
4 necessary beyond five days if you're just updating
5 your records.

6 MR. STEESE: But let's assume it's the
7 World Trade Center. I mean, the simple fact is
8 you're right, Sarah, most of the time it's not going
9 to be that significant, but there might be some
10 instances where you're coming in with just huge
11 numbers and it might take longer, or it might be that
12 you come in and you're trying to get all, you know,
13 50 MTEs done all at one time and it's just not
14 possible to get it done. And while we would hope
15 that that would not occur often, there still is a
16 chance it could.

17 MS. KILGORE: Okay. I guess I'm not going
18 to, you know, require it. If you think it's
19 necessary to extend your interval, then, you know,
20 we'll go through the process here. However, in the
21 last sentence that's been added by Qwest to this
22 provision, you're still talking about Qwest creating
23 the inventory, and I would suggest you revise that
24 similar to what we've done up farther.

25 MR. STEESE: Where is that, Sarah?

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1 MS. KILGORE: It's the additional sentence
2 at the end of 9.3.3.5. Currently --

3 JUDGE RENDAHL: Do you have this document,
4 Mr. Steese?

5 MR. STEESE: I have it right on my computer
6 as she's speaking, yes, ma'am.

7 JUDGE RENDAHL: Okay. So where it says
8 "before Qwest completes completion of the inventory,"
9 maybe it can be changed to say "before Qwest inputs
10 the inventory into its systems," or "before Qwest
11 completes the" -- you know, completes inputting --
12 whatever language satisfies your needs.

13 MS. STEWART: This is Karen Stewart. I
14 would propose for the sentence to now read, "If CLEC
15 submits a subloop order before Qwest inputs the
16 inventory into its systems, Qwest shall process the
17 order in accord with Section 9.3.5.4.1."

18 JUDGE RENDAHL: Is that acceptable?

19 MS. KILGORE: Sounds good to me.

20 JUDGE RENDAHL: Mr. Steese.

21 MR. STEESE: Yes.

22 JUDGE RENDAHL: Okay. Can we move on? I
23 guess the next issue is with Section 9.3.3.7; is that
24 correct, Mr. Wilson?

25 MR. WILSON: Yes. The last sentence in

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1 that paragraph says that the CLEC shall pay for this
2 new terminal. However, I believe we heard Qwest say
3 yesterday that this would be built into the recurring
4 charge. So I suggest the last sentence be deleted.

5 JUDGE RENDAHL: Do you mean the whole
6 sentence or the last phrase, having to do with the
7 ICB portion?

8 MR. WILSON: The whole sentence, I believe.

9 MR. STEESE: Is Mr. Orrel in the room?

10 MR. ORREL: Yes.

11 MR. STEESE: Barry, what are your thoughts
12 on that or --

13 MR. ORREL: What we were discussing
14 yesterday is when we had to place a SPOI, that the
15 cost for the retrofit of the terminal would be part
16 of a recurring charge on a termination basis. So I'm
17 trying to determine the context of this actual item,
18 9.3.3.7.

19 MR. STEESE: I'm not trying to tread on
20 consensus that was reached yesterday, and so Barry,
21 correct me if there's something I'm saying that's
22 incorrect, but what this relates to is the UNE remand
23 order, which specifically contemplates such
24 rearrangements in an MTE context, and it also
25 contemplates that the cost for such rearrangement

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1 would be borne by the CLEC.

2 And there are two scenarios that I see
3 here. One where if you look at the type of terminal
4 that we have in place, AT&T or some other CLEC
5 couldn't gain access to it wherein we would have to
6 rearrange. The other is a situation where you need
7 to expand the terminal to accommodate AT&T despite
8 the fact that such terminal access would have been
9 permissible. You might have a number of CLECs, you
10 might have a building owner saying they want to
11 rearrange and move where the building terminal was
12 located. There are a number of potential scenarios
13 here.

14 I'm not sure if what Mr. Orrel said
15 yesterday contemplated all of those or simply the
16 instance where you have, for lack of a better term, a
17 hard wire facility that you couldn't gain access to
18 simply by virtue of how it was physically wired.

19 MR. WILSON: Chuck, this is Ken Wilson. I
20 think where we kind of have gotten in discussions
21 with Qwest offline this morning and yesterday was
22 that if it's a terminal where the CLEC can go in and
23 gain access in a temporary manner, but it's an old
24 terminal and Qwest thinks that it needs to be
25 retrofitted, Qwest would do that and it would be

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1 built into the nonrecurring.

2 If the CLEC requests that Qwest build a new
3 terminal, then the CLEC would pay. I think that's
4 where we kind of have left it.

5 MR. ORREL: Just as a clarification, Ken,
6 it's a recurring. You said nonrecurring.

7 MR. WILSON: I'm sorry, yes, recurring.

8 MR. ORREL: And I think that's what Chuck
9 is outlining. You've got two scenarios, one where
10 you need to retrofit an existing terminal to create a
11 demarcation point, to create a readily accessible
12 kind of arrangement, cross-connect field. The other
13 one, what Chuck is talking about, comes out of, I
14 think, the MTE access order from the FCC that in
15 scenarios where there is no single point of
16 interconnection and the -- or there are issues with
17 the owner, the CLEC can request that that single
18 point of interconnection can be built, and at that
19 point, the CLEC pays the nonrecurring charge.

20 Do I have that right, Chuck, as far as what
21 the order said?

22 MR. STEESE: It comes from the UNE remand
23 order, but other than that, yes.

24 MR. ORREL: Okay, I'm sorry. Thanks.

25 MS. KILGORE: Chuck, could you give me a

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1 paragraph number in the UNE remand order so that I
2 can -- I don't recall it saying that, so --

3 MR. STEESE: That's going to take me one
4 moment, but if, in fact, the parties have gotten to
5 the point that we've just discussed, it seems that
6 we're going to have to modify 9.3.3.7 slightly to
7 account for the two different scenarios, where the
8 CLEC or building owner makes the request, one; or
9 two, where Qwest makes the decision that it must
10 rearrange.

11 MR. ORREL: I would agree with that, Chuck.
12 And Karen's writing furiously here. You can't see
13 her.

14 JUDGE RENDAHL: What are AT&T's thoughts?
15 I mean, absent your having a paragraph in the UNE
16 remand order, but --

17 MS. KILGORE: I guess I'm having a hard
18 time understanding the distinction between the two
19 scenarios that have been presented and why the cost
20 for doing that work would be handled differently.
21 I'm having a hard time understanding why -- you know,
22 what you said yesterday is not applicable here.

23 MS. STEWART: This is Karen Stewart. I
24 think what we're trying to contemplate, if there's a
25 situation where we've got a hard wire terminal and

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1 there's no way to create a true demarcation point and
2 Qwest looks at it and determines that is indeed the
3 case, then the CLEC can do a temporary temporizing
4 situation to be able to serve their customer, then we
5 would come back and rearrange it.

6 Now, let's suppose we're in a different
7 situation. A CLEC is coming into a building, they've
8 got a lot of facilities, they're taking a major
9 customer, spreading the major customer all over
10 everything that's there, isn't a fit, and the CLEC
11 says, you know, what I really want to do is have a
12 nice tidy new SPOI built and installed here. So it's
13 the CLEC requesting that ultimately they want a new
14 different type of interconnection.

15 And in those situations, the CLEC would
16 have to pay the cost of Qwest putting in a complete
17 new SPOI, or single point of interface, to serve
18 their needs.

19 MR. STEESE: And in fact, that's correct,
20 Karen. In fact, it comes from paragraph 226 of the
21 UNE remand order, and it's several sentences in the
22 beginning, but basically, if parties can't agree on
23 the creation of a SPOI, then the incumbent is
24 required to construct it and, quote, "any disputes
25 regarding the implementation of this requirement,

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1 including the provision of compensation to the ILEC
2 under forward-looking pricing principles, shall be
3 subject to dispute resolution."

4 So we read that paragraph as saying we're
5 required to move, CLECs are required to pay. And
6 that is in the latter situation that Ms. Stewart just
7 outlined.

8 JUDGE RENDAHL: It appears that, at least
9 on this point, the parties are likely at impasse on
10 this. And whether Qwest will redraft the section to
11 include those two options, I think it still appears
12 that there remains an impasse issue, unless AT&T has
13 the same understanding of the paragraph.

14 MS. KILGORE: I think what I'd like to
15 suggest is since Karen is -- were you writing the
16 language?

17 MS. STEWART: Trying to.

18 MS. KILGORE: We'll take a look at her
19 revised language and then we'll revisit this after we
20 have that opportunity.

21 JUDGE RENDAHL: Well, why don't we defer
22 this particular section until after a break or when
23 you have an opportunity to look at it.

24 Let's move on, then. The next section
25 would be 9.3.5.4.1, is that correct, Mr. Wilson,

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1 under SB-3, or did you have other issues?

2 MR. WILSON: A few other issues, Your
3 Honor. In 9.3.3.7.1, which is right under the
4 paragraph we were just looking at, Qwest has put 45
5 days in two places. AT&T would prefer 30 days. That
6 30 days is a whole month, and there is the ability in
7 it for Qwest to extend the time. So we think 30 days
8 is probably reasonable.

9 MR. ORREL: Well, Qwest agrees that if it
10 takes less than 45 days, we obviously will complete
11 the work in that time period, but 45 days is the
12 interval that we feel is appropriate for this work
13 activity. It incorporates doing engineering work,
14 incorporates procuring equipment, incorporates
15 scheduling workload to have the work completed.
16 Included in that work may be towing out the -- each
17 of the pairs in the terminal to make sure we've got
18 connections at the right terminations, et cetera, so
19 --

20 MR. WILSON: Actually, maybe we can solve
21 this. If the temporizing solution can last for 90
22 days, and I can't -- I know I changed that. I think
23 somewhere Qwest had the temporizing solution can only
24 last for 30 days.

25 MR. STEESE: That's in 9.3.3.6.

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1 MR. WILSON: Okay.

2 MR. STEESE: What about 60 days instead,
3 Ken, to get you past the 45?

4 MR. WILSON: Well, I'm just concerned that
5 if you leave the 45 and then you've got the
6 possibility of extension, plus there's -- that really
7 doesn't include us discussing what to do up front.
8 I'm just afraid that we can get in situations where
9 there isn't enough overlap. So I was trying to -- if
10 we could change the 30 in 9.3.3.6 to 90, I think we
11 could leave the 45.

12 MS. KILGORE: Chuck, this is Sarah. If I
13 could suggest, perhaps in 9.3.3.6, we use a period of
14 time that would begin once the work is completed in
15 9.3.3.7.1.

16 MR. STEESE: That's not the only instance
17 when you might use a temporary fix, though. You
18 might decide for your own reasons (inaudible).

19 JUDGE RENDAHL: Mr. Steese, you'll have to
20 speak up. The court reporter can't quite hear you.

21 MR. STEESE: I apologize. It seems to me
22 that there are circumstances other than those
23 outlined in 9.3.3.7.1 when a CLEC may use a temporary
24 situation. So looking at the suggestion, if we're
25 going to do anything to 9.3.3.6, I would recommend

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1 something along the lines that Mr. Wilson just
2 discussed. But I would look to Mr. Orrel and Ms.
3 Stewart to see if the 90 days is something that Qwest
4 could accept.

5 MR. WEIGLER: I have a question.

6 JUDGE RENDAHL: Mr. Weigler.

7 MR. WEIGLER: Steve Weigler, from AT&T. It
8 looks like 9.3.3.6 might contradict the access
9 protocol that Qwest has proffered, because it talks
10 about if we use temporary wiring, CLECs shall remove
11 them and install permanent wiring within -- well,
12 right now it says 30 calendar days. In the access
13 protocol, Qwest talks about Qwest, actually, if they
14 do a change-out, that Qwest would be changing out or
15 --

16 MR. ORREL: That's correct, Steve. But the
17 issue with 9.3.3.6 covers more territory than just
18 the scenario where a terminal is retrofitted and
19 terminations are moved onto the new terminal. From
20 the perspective of what Ken offered, I think 90 days
21 is acceptable as far as the temporized solution in
22 place. That provides an interval for if Qwest
23 changes out the terminal, let's just say we do it on
24 the 45th day, we would, as a part of that process,
25 move the temporized terminations onto the new

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1 terminal for the CLEC. And going forward, the CLEC
2 would utilize that new cross-connect field.

3 So I think it would capture the interval
4 that is required for retrofitting. It provides AT&T
5 or the CLECs more flexibility with temporizing their
6 terminations and avoids the whole issue of conflict
7 with the access protocol.

8 MR. WEIGLER: And to avoid conflict with
9 the access protocol, I would request the following
10 language. After the first comma, I would suggest
11 that we add "if required under the provisions of this
12 SGAT," because there's times --

13 MR. ORREL: Which section are you in?

14 MR. WEIGLER: I'm sorry, 9.3.3.6. "If a
15 CLEC connects Qwest subloop element to CLEC's
16 facilities using any temporary wiring or cutover
17 devices" -- oh, it actually should read "CLEC shall
18 remove them and install permanent wiring within 90
19 calendar days, comma, if required under the
20 provisions of this SGAT."

21 Because there's times when Qwest is going
22 -- that we're going to put in temporary wiring and
23 it's going to be -- if Qwest wants to retrofit, it's
24 Qwest's responsibility to remove it. So there's
25 times when it's appropriate for the CLEC to do it and

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1 there's times that it's appropriate that Qwest is
2 suggesting, through their access protocol, that it's
3 appropriate for Qwest to do it.

4 MS. STEWART: Okay. Well, I think -- okay,
5 first of all, I think it could get confusing if you
6 say "if required under the SGAT." I am not opposed
7 to crafting an additional sentence that indicates if
8 the temporary wiring is associated with the fact you
9 couldn't get access to the terminal, then yes, that
10 would be the case. But it's a fact that many
11 companies use temporary cutover devices when they're
12 cutting over a large customer because they don't want
13 to keep the large customer out of service a period of
14 time. So they'll pre-wire and then the night it cut,
15 they'll do a cutover. And a lot of times those
16 temporary cutover devices add confusions and problems
17 and repair issues later, and the plan is always to
18 come back and take out those cutover devices.

19 We're trying to make it a statement you've
20 got to come back and get those out. So this is
21 really not about the temporizing, but I can see, now
22 that you've brought it up, how the word temporary
23 wiring sounds like it's the temporizing. So we will
24 deal with the temporizing, but no, when you put in
25 temporary cutover devices to aid in cutting a large

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1 customer, you need to groom those out.

2 MR. STEESE: I have a suggestion to
3 eliminate this concern.

4 MS. STEWART: Okay. Just a second. Ken's
5 agreeing, I think, with me.

6 MR. WILSON: I think we agree in concept.
7 If you have a sentence you can add, we'll look at it.

8 MS. STEWART: I will work on a sentence to
9 make sure this isn't contemplating you've got to do
10 all the work associated with the retrofit of the
11 temporizing.

12 MR. STEESE: I have a suggestion that's
13 just adding a couple of words that might eliminate
14 the concern. And that is to say, "CLEC shall remove
15 any remaining temporary wiring and install permanent
16 wiring within 90 calendar days." So in theory, if
17 we've already taken care of this, it wouldn't be
18 remaining, you wouldn't have to do anything. So just
19 add the words "shall remove any remaining temporary
20 wiring or cutover devices" and delete the word
21 "them."

22 MR. WILSON: AT&T thinks that would be
23 acceptable.

24 JUDGE RENDAHL: This is on the third line
25 down in 9.3.3.6. Remove the word "them" and add "any

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1 remaining temporary wiring or cutover devices." Is
2 that correct, Mr. Steese?

3 MR. STEESE: Yes.

4 JUDGE RENDAHL: And Mr. Wilson, you can
5 agree with that?

6 MR. WILSON: Yes.

7 JUDGE RENDAHL: Is that acceptable, Ms.
8 Stewart?

9 MS. STEWART: Yes.

10 JUDGE RENDAHL: Okay. And also, you've
11 agreed to the 90-day change, changing 30 to 90?

12 MR. STEESE: Yes.

13 JUDGE RENDAHL: Okay. So does that resolve
14 your issue with Section 9.3.3.7.1, Mr. Wilson?

15 MR. WILSON: Yes, Your Honor.

16 JUDGE RENDAHL: Okay.

17 MR. WILSON: Going to the next page,
18 paragraph 9.3.3.7.3, I have a suggestion that kind of
19 takes into account some of our earlier discussion.
20 Right now it says "CLEC may cancel such MTE access."
21 I would strike the words "such MTE access" and put
22 "a", replacing them, and then, after "request," I
23 would put "to construct an FCP." So it would read,
24 "CLEC may cancel a request to construct an FCP prior
25 to Qwest completing the work," and then it goes on.

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1 MR. STEESE: I would not use that word,
2 FCP, there. That would be confusing in light of the
3 fact that this is an MTE terminal. But other than
4 that, I think that we could come to something really
5 pretty close, Ken.

6 MS. STEWART: Chuck, would an FCP or SPOI
7 --

8 MR. STEESE: Yes.

9 MS. STEWART: Because there are situations
10 where there could be an FCP in an MTE.

11 MR. STEESE: Correct. And I would not have
12 any difficulty with that.

13 MS. STEWART: Would that be okay with you,
14 Ken?

15 MR. WILSON: Say that again, please.

16 MS. STEWART: Putting in "to construct an
17 FCP or SPOI." Those would be the only two situations
18 where you probably need to do a halt.

19 MR. WILSON: Yes.

20 JUDGE RENDAHL: A halt, meaning h-a-l-t?

21 MS. STEWART: Yes.

22 MR. WILSON: And I put FCP because the
23 paragraph before talks about detached terminal.

24 MS. STEWART: Correct. That's why I wanted
25 to let Mr. Steese know there may be situations where

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1 an FCP would be --

2 MR. WILSON: Right.

3 JUDGE RENDAHL: Okay. So you all are in
4 agreement on that language. Would you like me to
5 repeat it for the record?

6 MS. STEWART: Or I can repeat it and we'll
7 make another exhibit. "CLEC may cancel" -- strike
8 such MTE access -- insert the word "a request,"
9 insert "to construct an FCP or SPOI," and then the
10 rest of the paragraph continues.

11 JUDGE RENDAHL: AT&T finds that acceptable?

12 MR. WILSON: The language is acceptable. I
13 think there is still a generic issue on who pays what
14 in what situation that probably may be briefed and
15 may be a cost docket issue in the end. Because here
16 the issue is if the CLEC requests of Qwest that it
17 build something, whose asset is it if the CLEC is
18 paying for it? I mean, this is the old issue of the
19 first person in seems to be paying for the whole
20 thing and Qwest isn't giving them ownership, et
21 cetera, but I think that's an issue that we can't
22 really address here in full.

23 JUDGE RENDAHL: So you're intending to
24 brief that issue.

25 MR. WILSON: I think it probably will be.

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1 And the discussion a little bit ago on the other
2 issue, I think, will highlight what our remaining
3 problems are once we get that language.

4 JUDGE RENDAHL: Okay. So --

5 MR. WILSON: Now I would go to 9.3.3.8.

6 And we are getting close to the end of my changes, I
7 guarantee. This is a paragraph which prohibits
8 rearrangement, but I don't think that it contemplates
9 the access protocol. So I was going to add a
10 sentence right after the first sentence, which says
11 something like the following, and maybe you just want
12 to hear me through before you write it down.

13 I was going to add the following sentence:

14 "This does not preclude normal rearrangement of
15 wiring or impair" -- excuse me.

16 JUDGE RENDAHL: Let's be off the record for
17 a moment.

18 (Discussion off the record.)

19 JUDGE RENDAHL: Let's be back on the
20 record.

21 MR. WILSON: Okay. The new sentence would
22 read, "This does not preclude normal rearrangement of
23 wiring or jumpering necessary to connect inside wire
24 or intra-building cable to CLEC facilities in the
25 manner described in the MTE access protocol."

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1 MS. STEWART: I think I've got it, Ken.

2 JUDGE RENDAHL: "This does not preclude
3 normal rearrangement of wiring or jumpering necessary
4 to connect inside wiring or intra-building cabling to
5 CLEC facilities in the manner described in the MTE
6 access protocol?"

7 MR. WILSON: Yes.

8 JUDGE RENDAHL: Okay. And the parties are
9 in agreement on that?

10 MR. WILSON: Yes.

11 MR. STEESE: The only thing, Judge, that I
12 would make plain, and this is nitpicky, but you put
13 inside wiring or intra-building cabling. And inside
14 wire and intra-building cable, at least
15 intra-building cable is defined, so I think I would
16 just leave it the generic intra-building cable, even
17 though it's probably nondecisive grammar.

18 JUDGE RENDAHL: So delete the inside wiring
19 or --

20 MR. STEESE: No, put inside wire or
21 intra-building cable, and just leave it at that. You
22 put ing, i-n-g.

23 JUDGE RENDAHL: Oh, I put the i-n-g on,
24 excuse me. I apologize.

25 MR. ORREL: It was nitpicky.

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1 MR. WILSON: Moving right along, under
2 Section 9.3.5, Ordering and Provisioning, the third
3 paragraph there, 9.3.5.1.2, asks for NC and NCI
4 codes, and I had the following question. What codes?
5 If -- and I'm more concerned with the intra-building
6 wiring. Is that just a code? I mean, is that -- do
7 you just mean the code for intra-building wiring?

8 MS. STEWART: We distributed Exhibit 1021
9 yesterday. You might want to have 1021 handy. It
10 has the NCI codes.

11 JUDGE RENDAHL: This is a document called
12 High Level LSR Process Flow for Intra-Building Cable.

13 MS. STEWART: That is correct. The last
14 page.

15 JUDGE RENDAHL: Does that resolve your
16 concerns, Mr. Wilson?

17 MR. WILSON: So it's just, as I read your
18 document for building wiring, it would -- there would
19 be two different codes, one for two-wire, one for
20 four-wire?

21 MR. VIVEROS: Correct.

22 MR. WILSON: Okay. I think that answers my
23 question. I think there's an overall issue on the
24 need for the LSR, but that's a separate issue. I
25 just wanted to clarify. Thank you.

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1 Continuing on, Section 9.3.5.4.1, the -- I
2 understand the new language you added is based on the
3 language that was proposed in the multi-state, and
4 there may be some dispute on that, but my issue was I
5 think it would be a good idea for Qwest to start
6 creating or to create a Web site where, as buildings
7 are identified, Qwest would log the building -- the
8 ownership of inside wire onto the Web site so that we
9 don't have to continually go through this process
10 with new CLECs requesting, et cetera, et cetera.

11 In other words, why don't we facilitate
12 this kind of like we have with central office
13 collocation, where there's now a Web site. You can
14 look to see if there's space available, et cetera.
15 But I think for now what I'm suggesting is that a Web
16 site be created just to clarify the building
17 ownership and that that be populated as Qwest
18 determines the ownership through CLEC request or as
19 new buildings are installed by Qwest, et cetera.

20 JUDGE RENDAHL: Thoughts from Qwest.

21 MS. STEWART: This is a new request, and I
22 would have to check with our various people
23 responsible for the Web sites to see if that's a
24 possibility. And well, yeah, we -- I guess I'm just
25 sort of thinking the staggering number of entries

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1 that there may need to be in there, but I will --
2 we'll take it under advisement and see if we can get
3 with people in our organization to discuss it.

4 JUDGE RENDAHL: I have a question for Mr.
5 Wilson about this. If this Web site comes to
6 fruition, are you proposing that some of -- I
7 understand that there's impasse over some of the
8 provisions of 9.3.5.4.1. Are you offering the Web
9 site to resolve some of those issues or just
10 something that will be helpful in addition to the
11 procedures in 9.3.5.4.1, helpful for CLECs and Qwest
12 in managing the ownership of inside wire?

13 MR. WEIGLER: Both, both. But I think
14 we've basically agreed to the --

15 MS. STEWART: Right.

16 MR. WEIGLER: Because that's what we were
17 advocating, the two, five, 10-day, but we, on
18 brainstorming on this issue, we believe that it would
19 be best for every party, all -- the entire CLEC
20 that's trying to access and Qwest realize that we
21 have some central depository for this information, so
22 it's more -- in that respect, it's more of a helpful
23 solution that would at least work for AT&T.

24 JUDGE RENDAHL: Okay. So but at this
25 point, you are in agreement on the language with the

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1 change that Qwest has made?

2 MR. WEIGLER: We're in agreement with part
3 of the language in that section. The part that we're
4 not in agreement with is the first paragraph, that we
5 would have to notify the account manager at Qwest in
6 writing of its intention to provide access to
7 customer --

8 JUDGE RENDAHL: You'll have to speak slower
9 for the court reporter.

10 MR. WEIGLER: I'm sorry. We're not in
11 agreement with the first paragraph, that we would
12 need to notify an account manager in writing of our
13 intention to provide access to customers that reside
14 within the MTE. We communicated that -- and I think
15 we discussed this a little yesterday. We believe
16 that we should be able to e-mail or provide some more
17 efficient notice to Qwest.

18 MR. STEESE: Why wouldn't an e-mail be a
19 writing?

20 MR. VIVEROS: Chuck, this is Chris, and we
21 did discuss it after the brief conversation yesterday
22 offline. And I think that we were thinking along the
23 lines of an actual letter via mail, but in talking
24 about it further, basically agree with what Chuck is
25 saying, is that, given the words, we certainly could

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1 ensure the flexibility that you could simply e-mail
2 your account manager with all the information that
3 you would put in a letter in mail. We don't think
4 that's an issue at all.

5 JUDGE RENDAHL: Would Qwest agree to
6 adding, after the words "in writing," comma,
7 "including via e-mail, comma?"

8 MR. VIVEROS: Absolutely.

9 JUDGE RENDAHL: Would that resolve AT&T's
10 concerns with that paragraph?

11 MR. WEIGLER: Yes.

12 JUDGE RENDAHL: Wonderful. So we can take
13 that off our impasse list.

14 MR. WEIGLER: Well, although we do want to
15 explore the Web site.

16 JUDGE RENDAHL: Right. I guess I was not
17 taking that off the table, but just stating that it
18 didn't appear that the parties need to brief this
19 particular section, but that the suggestion is there
20 for Qwest to explore the Web site option.

21 MS. STEWART: This is Karen Stewart, from
22 Qwest. I was going to say the same thing. I think
23 if we try to leave this at impasse, because you have
24 an open request not responded to, it would be
25 confusing. And if you feel strongly enough about the

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1 Web site, I would almost recommend that we create
2 another issues list, another issue on the list that
3 has that so we all know specifically what we were
4 discussing there.

5 JUDGE RENDAHL: Ms. Kilgore.

6 MS. KILGORE: I think that would be fine to
7 have a new issue for the Web site. And just to give
8 a little bit more background, as we were talking
9 about how we would administer this ownership of
10 inside wire issue, number one, to have a place where,
11 as Qwest become aware of locations where it owned
12 inside wire, it could post that information. It
13 would enable us to kind of quickly do a check before
14 we send any kind of request for -- or notification to
15 Qwest that we're going there. So we thought it would
16 be helpful there.

17 And it's also wrapped up in the whole LSR
18 issue. If a determination is made that we do need to
19 provide Qwest with an LSR, and that on that LSR we
20 need to indicate whether Qwest owns the wire at that
21 location, we're going to have to do some sort of a
22 database somehow so that we can quickly determine
23 that information. So that was how we kind of came to
24 this idea.

25 JUDGE RENDAHL: Okay. So if we indicate as

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1 Washington Subloop Issue 13 an open issue of whether
2 Qwest should create a Web site for ownership of
3 inside wire, would that capture the issue?

4 MS. STEWART: I believe it would. I've got
5 perhaps some wording here that might do that. And we
6 would be willing to leave it open to the conclusion
7 at the end of this workshop. If, by the end of this
8 workshop, we have not been able to answer the
9 question, then we would need to send it to impasse.

10 My proposed wording, "AT&T has requested a
11 Web site be created to identify MTE locations where
12 Qwest has already determined building ownership."

13 JUDGE RENDAHL: To identify MTE --

14 MS. STEWART: -- locations where Qwest has
15 already determined building ownership. Oh, yeah,
16 building ownership, good thinking. "Determined
17 intra-building cable ownership."

18 JUDGE RENDAHL: Right, that was going to be
19 my question. I thought we were talking about the
20 inside wiring portion.

21 MS. STEWART: Yeah, it's our real estate --

22 JUDGE RENDAHL: Okay. With that, it looks
23 like there are two remaining issues under SB-3, and
24 that's SGAT Sections 9.3.5.4.4 and 4.5; is that
25 correct? Or do you have additional --

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1 MR. WILSON: I have just a few more.

2 JUDGE RENDAHL: Okay. Would this be a good
3 time to take a morning break?

4 MR. WILSON: Perhaps it would, and maybe a
5 few of these I could talk to Mr. Orrel at break,
6 because some of them are questions.

7 JUDGE RENDAHL: Okay. Well, why don't we
8 take our mid-morning break, and we'll reconvene by 10
9 till. Let's be off the record.

10 (Recess taken.)

11 JUDGE RENDAHL: Let's be back on the
12 record. While we were off the record for an extended
13 mid-morning break, AT&T and Qwest, I think, made some
14 significant progress on Section 9.3, which is
15 memorialized in Exhibit 1020. Ms. Stewart, would you
16 care to explain the additional changes that you made
17 beyond what we discussed on the record already?

18 MS. STEWART: Yes, I will. An additional
19 change is going to be made to 9.3.3.7, and will be
20 reflected in a Replacement Exhibit 1020 that we're in
21 the process of currently producing. What the
22 situation is is that in 9.3.3.7, this is a situation
23 where there's a dispute between the parties on
24 whether a SPOI and how the SPOI should be built or
25 reconfigured, and Qwest believes that, per the UNE

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1 remand, it's required to move forward to build a
2 SPOI, but believes that the CLEC should be
3 responsible for the nonrecurring charges. I believe
4 this paragraph will stay as is and then will become
5 the impasse paragraph between the parties.

6 JUDGE RENDAHL: Okay.

7 MS. STEWART: Then, two new paragraphs are
8 being added, and these two new paragraphs provide
9 clarity about nondispute situations. And then they
10 are an agreement between the parties.

11 JUDGE RENDAHL: And they will be
12 subparagraphs to 9.3.3.7?

13 MS. STEWART: That is correct.

14 JUDGE RENDAHL: Okay.

15 MS. STEWART: The first new paragraph, "If
16 CLEC requests that a new SPOI be established, then
17 CLEC shall pay Qwest a nonrecurring charge that will
18 be ICB, comma, based on the scope of the work
19 required."

20 New paragraph to cover the third situation.
21 "If the MTE terminal is hard-wired in such a manner
22 that a network demarcation point cannot be created,
23 comma, Qwest will rearrange the terminal to create a
24 cross-connect field and demarcation point, period.
25 Charges for such rearrangement shall be recovered

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1 through reoccurring charges, period."

2 JUDGE RENDAHL: Now, will those two
3 paragraphs be new paragraph 9.3.3.7.1 and .2, and
4 those numbering --

5 MS. STEWART: I just left it all part of
6 9.3.3.7, just as continued -- but I've separated them
7 into paragraphs, because two are in agreement and one
8 is at impasse.

9 JUDGE RENDAHL: Okay. I just wanted to
10 clarify how we were doing that.

11 MR. WEIGLER: Karen, I just have a quick
12 question on that language. When you say that it will
13 be captured by recurring charges, are you
14 specifically citing to the charges listed in the
15 subloop section?

16 MS. STEWART: We would anticipate they
17 would be included in the recurring charges of the
18 subloop element itself, intra-building cable.

19 MR. WEIGLER: So is that 9.3.6.1.1?

20 MS. STEWART: I believe so, but I've got
21 Mr. Orrel, my expert, not on the mic. They want to
22 confirm the exact recurring charge. It's the subloop
23 intra-building cable; correct?

24 MR. ORREL: To my knowledge, that is the
25 correct charge. I think that's the only recurring

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1 charge shown in Exhibit A for subloop.

2 MR. WEIGLER: Thank you.

3 JUDGE RENDAHL: Okay. So on that point,
4 AT&T and Qwest are in agreement?

5 MS. STEWART: Correct.

6 JUDGE RENDAHL: Okay. Now, have other
7 parties been looped into this yet? I mean, I'm
8 assuming that there's no objection from other parties
9 to this language?

10 MS. STEWART: We had a few additional
11 changes over the break.

12 JUDGE RENDAHL: Okay.

13 MS. STEWART: Section 9.3.5.4.3 should read
14 -- we keep the first part of the sentence. "If Qwest
15 owns the facilities on the customer side of the
16 terminal," then insert "and if CLEC requires space,"
17 then delete "CLEC shall notify Qwest in writing of
18 whether the building owner has provided space for
19 CLEC," that's deleted. We would then continue with
20 "to enter the building and terminate its facilities,"
21 strike "or whether," add the word "and," and then
22 continue with the rest of the sentence.

23 And we then had changes in 9.3.5.4.4. On
24 the third line, where we have a new insert that says,
25 "if necessary," that insert will be modified to say

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1 "if either are necessary."

2 JUDGE RENDAHL: Before you go on, I have a
3 question about 9.3.5.4.3. I'm not sure we have a
4 complete sentence.

5 MS. STEWART: Oh.

6 JUDGE RENDAHL: If Qwest -- as I understand
7 it, this is how it reads. "If Qwest owns the
8 facilities on the customer's side of the terminal and
9 if CLEC requires space to enter the building and
10 terminate its facilities and Qwest must rearrange
11 facilities or construct new facilities to accommodate
12 such access," I don't -- that's not a sentence. Do I
13 have it wrong?

14 MR. VIVEROS: No, you have it correct. I
15 believe at the end of that phrase it should say,
16 "CLEC shall notify Qwest."

17 JUDGE RENDAHL: Okay. Thank you.

18 MS. STEWART: Okay. Good catch. Thank
19 you.

20 JUDGE RENDAHL: Okay.

21 MS. STEWART: "Shall notify Qwest." Okay.
22 And then on 9.3.5.4.4, there was a second change
23 beyond the either/or we just discussed. It was in
24 the second sentence. It says, "CLEC will populate
25 the LSR with the termination information provided,"

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1 then the insert is "by CLEC." And then it goes on
2 for the rest of the sentence. So insert of the words
3 "by CLEC" after the word "provided."

4 Then, in 9.3.5.4.5, at the end of the first
5 sentence following the word "MTE-POI," the insert is
6 "in accordance with the MTE access protocol." Next
7 change in that same section is two sentences down.
8 It begins -- the sentence begins, "In addition," that
9 sentence will be struck. And the sentence, in its
10 entirety, that will be struck is, "In addition, CLECs
11 shall not at any time disconnect Qwest facilities
12 between its subloop elements and Qwest's subloop
13 elements without specific written authorization from
14 Qwest."

15 It's believed the issues are covered in
16 other sections and specifically in the MTE Access
17 Protocol of exactly when a CLEC can do that.

18 JUDGE RENDAHL: Okay.

19 MS. STEWART: Next, 9.3.5.4.5.2, and its
20 subtendings, .1, .2, .3, will be stricken from the
21 SGAT and replaced with "reserved for future use."

22 JUDGE RENDAHL: And so what happens to
23 9.3.5.4.5.2? Just the whole thing is reserved for
24 future use?

25 MS. STEWART: Correct. That, and all of

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1 its little subpieces will state "reserved for future
2 use." And that was all the changes we agreed to over
3 the break.

4 JUDGE RENDAHL: Okay. Now, Mr. Wilson, do
5 you have anything additional that you need to
6 discuss?

7 MR. WILSON: I think, Your Honor, that
8 covers the issues that I had marked in the new SGAT
9 version. I think we still have disputed issues on
10 the issues list, but this focuses, I think -- it
11 focuses and clarifies and --

12 JUDGE RENDAHL: Narrows.

13 MR. WILSON: -- narrows the issues, yes.

14 JUDGE RENDAHL: Good. Thank you all for
15 your work this morning. I know you've put in a lot
16 of time revising and editing, so good work. And I
17 know, Ms. Kilgore, you had some questions on Exhibit
18 1021; is that correct?

19 MS. KILGORE: I guess Steve --

20 JUDGE RENDAHL: You'll need to turn on your
21 mic, though.

22 MS. KILGORE: Steve can correct me if I'm
23 wrong, but I believe that the remaining item that we
24 would like to discuss this morning would be WA-SB-4,
25 which is the LSR requirement. And I think the best

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1 way for us to enter into that discussion would be to
2 have Barry talk about 1021, if he's available.

3 MS. STEWART: I believe it's going to be
4 Mr. Viveros who will discuss that, but --

5 MS. KILGORE: Fine.

6 JUDGE RENDAHL: Okay. Before we go on, so
7 we're done with issue Subloop Three with the changes
8 made to Exhibit 1020, and the impasse issues that
9 remain, and the new issue that we added on concerning
10 the Web site.

11 MS. STEWART: Correct.

12 JUDGE RENDAHL: Okay. Then let's move on
13 to Subloop Issue Four. And you want -- Ms. Kilgore,
14 you've asked Qwest to walk through Exhibit 1021, the
15 High Level LSR Process document?

16 MS. KILGORE: Yes.

17 MR. VIVEROS: And actually, Exhibit 1021,
18 it has several parts to it. The process flow at the
19 top of the first page is actually the overall process
20 that will be used by Qwest when they receive a
21 request from a CLEC for an intra-building cable
22 subloop, so it reflects at the beginning the CLEC
23 submitting the request, in this case via the IMA LSR
24 system. It comes into our service delivery center.
25 They convert that LSR into service orders. Those

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1 service orders are distributed to various
2 provisioning and maintenance systems and eventually
3 the billing system.

4 As part of that process, the request for
5 subloop gets a circuit identification, a circuit ID
6 assigned to the subloop element. It's not reflected
7 in detail in the high level process flow, but where
8 the CLEC is submitting the LSR prior to the
9 completion of the inventory, as part of the
10 assignment process, Qwest will manually intervene,
11 hold that order until the end cable count has been
12 defined, assigned a termination, and then continue
13 processing the order.

14 JUDGE RENDAHL: Mr. Viveros, before you go
15 further, there are a number of acronyms in this
16 process flow. If you could, just for the record,
17 identify what those acronyms are, that would be
18 helpful. CLEC, I think we know. CPS? Okay. Mr.
19 Orrel, Ms. Stewart?

20 MR. ORREL: Thanks for putting me on the
21 spot. I don't know what that means. We'll find out.

22 MS. KILGORE: Can you describe the
23 functionality of what it is? Is it a database or --

24 MR. VIVEROS: Quite honestly, I'm going to
25 need to do some checking around that entire step.

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1 Given the fact that it's labeled 1A, my presumption
2 is it was a late add to the process flow. Someone
3 identified this additional need. So we'll need to
4 investigate that a little bit further.

5 JUDGE RENDAHL: Okay. And what is SDC?

6 MR. VIVEROS: That is the service delivery
7 center. That is the name of our wholesale center.

8 JUDGE RENDAHL: Okay. SOPs, standard
9 operating procedures.

10 MR. VIVEROS: No, that is service order
11 processors.

12 JUDGE RENDAHL: Okay. Thank you. This is
13 why I needed you to identify this. What is LMOS?

14 MR. VIVEROS: Loop maintenance operating
15 system.

16 JUDGE RENDAHL: Okay. And CRIS.

17 MR. VIVEROS: Customer records and
18 information system.

19 JUDGE RENDAHL: Okay. SOAC?

20 MR. VIVEROS: Service order assignment and
21 control.

22 JUDGE RENDAHL: Okay. WFA-DO?

23 MR. VIVEROS: Work force administration,
24 dispatch out.

25 JUDGE RENDAHL: Okay. And then LFACS?

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1 MR. VIVEROS: Loop facility assignment and
2 control system.

3 JUDGE RENDAHL: Thank you. Your test is
4 over. You passed. Go ahead.

5 MR. VIVEROS: So that is the high level
6 process flow that we will utilize in order to either
7 literally get it to a technician to run the jumper
8 when the CLEC asks us to or to go through the process
9 of defining the subloop with a circuit ID,
10 inventorying it in our provisioning and maintenance
11 systems, and eventually posting it to the CRIS
12 billing system. At the bottom of -- yes, Ken?

13 MR. WILSON: Actually, I was going to ask
14 some questions on the points at the bottom, but if
15 you're going to go through them, go ahead.

16 MR. VIVEROS: Okay, yes. At the bottom of
17 that first page are the LSR requirements for the CLEC
18 to initiate this process. We talked about this a
19 little earlier today. Basically, the CLEC would
20 identify that it is intra-building cable subloop by
21 the NC/NCI codes, which are contained on the last
22 page of the exhibit. They would populate the end
23 user's address so that we knew where the termination
24 was taking place. They would provide the cable and
25 pair information, or the CFA that we've been talking

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1 about in all cases where they wanted Qwest to run the
2 jumper, and certainly they would not have to provide
3 it where they were going to run the jumper and the
4 inventory hadn't been completed.

5 Four indicates that the remark would also
6 specify that it is an intra-building cable.

7 MR. WILSON: Why do you need that one?
8 Because, number one, you've put the correct NC/NCI
9 code on which says it's intra-building cable.

10 MR. VIVEROS: I agree with you, Ken. And
11 we can eliminate that requirement if it's a problem.

12 MR. WILSON: Well, our concern is that when
13 you put something in the comment field, I think it
14 kicks it into manual, so you wouldn't want that in.

15 MR. VIVEROS: That's not automatic, Ken,
16 but you're right. I mean, it's an unnecessary step,
17 and we can go ahead and remove it.

18 MR. WILSON: Thank you.

19 MS. KILGORE: Mr. Viveros, could you
20 clarify one -- an LSR will only be submitted, will it
21 not, if it is intra-building cable owned by Qwest?

22 MR. VIVEROS: As opposed to inside wire
23 owned by an end user or a property owner?

24 MS. KILGORE: Right.

25 MR. VIVEROS: That's correct.

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1 MS. KILGORE: Okay. Thank you.

2 MR. WEIGLER: I just --

3 MR. VIVEROS: Well, let me clarify that. I
4 mean, this process is designed around where a CLEC is
5 accessing the intra-building cable subloop element.
6 If the inside wire is owned by the property owner,
7 depending on where you want to gain access to the
8 NID, there are circumstances where we've talked
9 about, in the NID workshop, the need for an order.

10 MS. KILGORE: Thank you.

11 MR. VIVEROS: Step Five is in conjunction
12 with the agreement to provide CLEC the option of
13 running the jumper themselves or asking Qwest run the
14 jumper. The LSR currently has no means of
15 communicating that. This is a pretty unique
16 situation. It's the only scenario where CLECs have
17 the option of doing the provisioning work themselves.
18 And then six is just indicating that the LSR is
19 either faxed into our service delivery center or it
20 can be submitted through IMA.

21 And right now our IT organization is
22 working on the development to make IMA capable of
23 handling the intra-building subloop LSR in addition
24 to the distribution and feeder subloops that already
25 can be submitted in the IMA system.

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1 JUDGE RENDAHL: Mr. Viveros, I have another
2 question for you about this document. The numbers
3 that correspond to the arrows in the actual process
4 flow part, is that intended to be in sequence? So
5 you would go from CLEC to IMA as one, I mean, that
6 order would follow, so you're supposed to follow the
7 numeric order here to go through the entire process
8 flow, as needed?

9 MR. VIVEROS: Yes, that's correct. And
10 actually, I need to make one correction to that.

11 JUDGE RENDAHL: Okay.

12 MR. VIVEROS: We couldn't make it on the
13 electronic copy that we had. Coming out of the
14 WFA-DO box and coming up into the SOPS box, that one
15 should be an 11.

16 JUDGE RENDAHL: That was one of my
17 questions. Okay. Thank you.

18 MR. WILSON: On number five, doesn't that
19 mean, really -- isn't the intention if we want Qwest
20 to run the jumper, then we put that in the comment
21 field?

22 MR. VIVEROS: Yes, and with that comment,
23 then, based on what occurs by the assigner in SOAC,
24 it would distribute to WFA-DO.

25 MR. WILSON: Okay. We think we should

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1 strike the clause "or if the CLEC will run the
2 jumper," because it's implying that we have to put
3 something either way.

4 MR. VIVEROS: I apologize, Ken. I was
5 looking at the flow diagram and the five there, not
6 the step five in the LSR requirement.

7 MR. WILSON: Oh, I'm sorry.

8 MR. VIVEROS: Now I realize you're talking
9 about that. Right now, the process, as we had
10 defined it, does call for the CLEC to make a positive
11 entry, so that there isn't any question as to what
12 the CLEC wants, whether they're going to do the work
13 or whether they want us to do the work.

14 MR. WILSON: I think since you already --
15 we've pretty much agreed it would be rare for the
16 CLEC to request that Qwest do the jumpering, it would
17 be -- it would create less trouble if we simply put a
18 comment when we want them to do it, not either way.
19 I think it will create confusion and more work.

20 MS. KILGORE: Ken, is that because of the
21 kicking it out to manual any time you write in a
22 written comment in the remarks section?

23 MR. WILSON: Yes, and someone has to look
24 at it and they can make a mistake. So I think it
25 would be much more efficient to make it a positive

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1 request, not you put something every time and
2 someone's got to look at it and decide.

3 MR. WEIGLER: I would ask Qwest, does that
4 make it a manual process on your side, that there's
5 going to be a remark that someone has to review every
6 time?

7 MR. VIVEROS: Right now, it is a manual
8 process. There is no way to automatically or
9 mechanically prevent an order from dispatching out,
10 except under circumstances where there are very
11 specific facilities involved, are defined in our
12 systems as completely cut through.

13 So these orders are, one, going to be
14 written by our service delivery center. Putting this
15 -- or requiring this remark isn't going to change
16 that at all, but more importantly, depending on what
17 circumstances we're talking about, in cases -- in I
18 guess the vast majority of cases where we are not
19 going to dispatch out to do provisioning work, the
20 provisioning systems have not been able to be
21 modified to automatically assume that, if you will,
22 and prevent it. It does require intervention on
23 every one of the orders to preclude us from
24 dispatching out to the premise.

25 MR. WILSON: Wait a minute. What if I send

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1 you -- you're the one that wants this LSR. We don't
2 want to send it. If I don't put a comment in it,
3 what happens?

4 MR. VIVEROS: If you don't put a comment of
5 what, Ken?

6 MR. WILSON: Well, number five says that I
7 have to put a comment. What if I don't put a
8 comment?

9 MR. VIVEROS: Right now, these are our LSR
10 requirements. So if we moved forward with them as
11 they existed right here and if you did not make an
12 indication as to whether or not we were to run the
13 jumper or you were to run the jumper, I would expect
14 a service delivery center to reject the LSR back to
15 you.

16 MR. WILSON: For not putting a comment in?

17 MR. VIVEROS: For not making a
18 determination, this is one of the LSR requirements
19 specifying one way or the other. We can certainly go
20 back and evaluate very quickly, before the end of the
21 day, whether or not we can agree to a default of
22 presuming you will run the jumpers.

23 MR. WILSON: And I think that's all we're
24 saying.

25 MR. VIVEROS: We can do that. That's not a

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1 problem.

2 JUDGE RENDAHL: So the presumption is that
3 the CLEC would run the jumper unless there's a remark
4 put in requesting Qwest to run the jumper; is that
5 the agreement?

6 MS. STEWART: Well, we're going to double
7 check, but yes.

8 JUDGE RENDAHL: And that's what you all
9 have discussed around the table here?

10 MR. WILSON: That's what AT&T would
11 request. If we have to send an LSR, which is still a
12 bit of dispute, it should be efficient and require
13 the minimum amount of effort, because this, as we've
14 said in the previous workshop, this is a very simple
15 thing.

16 JUDGE RENDAHL: And AT&T's concern about
17 the remark section is that your concern is any time
18 you put a remark in an LSR, it bumps it to a manual
19 process and takes longer and costs more?

20 MR. WILSON: Yes, the AT&T person would
21 have to type it in manually, somebody at Qwest would
22 then have to look at it, and it would be manual. I
23 mean, you're guaranteeing it's manual on both sides.

24 JUDGE RENDAHL: Okay. So by not -- by
25 having the presumption that AT&T or the CLEC will run

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1 the jumper, then you avoid that -- your concern about
2 the manual?

3 MR. WILSON: Yes.

4 JUDGE RENDAHL: Okay.

5 MR. VIVEROS: And as I said, we'll be glad
6 to take that back, but just so that we're clear, the
7 fact that they're making an entry in the remarks
8 section is not introducing additional manual effort.

9 MS. KILGORE: To clarify that, Mr. Viveros,
10 on your diagram, your flow diagram, arrow two that
11 goes from IMA down to STC, at that point, could you
12 explain what the service delivery center does with
13 the LSR?

14 MR. VIVEROS: Sure. They receive the LSR,
15 they review the LSR for accuracy and completeness,
16 they compare the entries on the LSR to the
17 requirements for the type of request they're
18 receiving. Certainly in a scenario where you were
19 converting an existing retail service to port out
20 that customer's telephone number and then access the
21 intra-building cable subloop, they would be looking
22 at the existing customer records to ensure that there
23 was a correlation, basically validating the accuracy
24 that they had the right number, the customer
25 information matched, we're talking about the same

05571

1 location.

2 They would then take that LSR and convert
3 it into internal service orders. They would enter
4 those orders into our service order processor.

5 MS. KILGORE: Okay. Thank you. Could you
6 -- will this LSR for intra-building cable be a
7 separate LSR from the one that we would submit for a
8 ported number or could this information be contained
9 in the same LSR?

10 MR. VIVEROS: It would be a single LSR, so
11 you can submit an LSR to establish or convert an
12 existing service to intra-building cable only, the
13 retail dial tone service gets disconnected, or you
14 can submit a single LSR to do the same thing where
15 you're going to be porting the customer's telephone
16 number.

17 MS. KILGORE: Okay. For an LSR where --
18 let's say it's just a normal residential
19 single-family home where we are porting a customer
20 away from Qwest. When that LSR is submitted, I'm
21 assuming it would come in through the electronic
22 gateway, does it go through the same treatment that
23 you show here, as far as when it goes to the SDC, is
24 it then a review of each LSR to ensure accuracy, or
25 is that a mechanized process?

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1 MR. VIVEROS: That would depend. If I
2 understand the scenario correctly, you're talking
3 about a case where you have a single-family dwelling,
4 residential POTS service, and all that is occurring
5 is you're asking Qwest to disconnect that retail
6 service?

7 MS. KILGORE: And port the number away.

8 MR. VIVEROS: We don't port the number.
9 You port the number. I mean, that's --

10 MS. KILGORE: Well, okay.

11 MR. VIVEROS: Yes, it would be -- an LNP
12 request, a conversion to local number portability,
13 literally the work we would have to do would be to
14 disconnect the retail service, set the 10-digit
15 trigger, and stop billing the end user customer. And
16 that would be a very different flow, because there
17 isn't any new UNE going in.

18 As far as up front, going from IMA to the
19 SDC, some of those orders would go to the service
20 delivery center for that type of review and
21 processing. Some of those orders would bypass a
22 service delivery center and be automatically
23 translated by IMA into the service order processor.

24 MS. KILGORE: How is it determined which go
25 to the SDC? Is it a dropout? I mean --

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1 MR. VIVEROS: There are defined
2 circumstances for each of the products that we have
3 flow-through capability on where they will flow and
4 where they won't. So there are circumstances,
5 entries on the LSR, conditions on an existing account
6 that would preclude a request to convert to LNP from
7 flowing through.

8 An example -- in your scenario, probably
9 the most common example that would prevent
10 flow-through would be where there was still some
11 activity occurring on the end user's retail account.

12 MS. KILGORE: Okay. Thank you.

13 JUDGE RENDAHL: So does that conclude your
14 questions on the exhibit?

15 MS. KILGORE: I believe so, Your Honor.
16 Obviously, the issue of LSRs generally is still
17 disputed, and we will brief this issue. It's nice to
18 have that clarification, though, of how this would
19 work from Qwest's perspective.

20 JUDGE RENDAHL: Mr. Weigler.

21 MR. WEIGLER: I just have a couple
22 questions. It says on number six that the CLEC will
23 either fax the order in or issue through IMA. My
24 first question is is if the CLEC faxes in the order,
25 where does that fit into the flow chart? Because it

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1 says, number one, from CLEC to IMA.

2 MR. VIVEROS: And in that IMA box, you
3 could modify it to just say slash IIS, IIS -- that's
4 a really good question. I'm going to have to double
5 check on what the acronym stands for. That actually
6 is our fax LSR system, so that's where CLECs fax
7 manual LSRs.

8 MR. WEIGLER: And what would happen if the
9 CLEC faxed in the order? Would it be typed into IMA
10 by Qwest?

11 MR. VIVEROS: No, it would not. It would
12 follow the same flow. The CLEC would submit it via
13 fax, it would go to the service delivery center, the
14 service delivery center would perform the same
15 validation of the entries on the LSR, probably there
16 would be a few additional validations that the
17 service delivery center would need to perform,
18 because there are some that IMA performs when the
19 CLEC submits it electronically, and then they would
20 convert that LSR into internal service orders.

21 MR. WEIGLER: My second question is is the
22 IMA prepared to handle this kind of LSR at this time?

23 MR. VIVEROS: I believe I answered that
24 when I described it. Right now, we can take this LSR
25 in via fax and our systems organization is working on

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1 the modifications to IMA to expand its capabilities.
2 Right now, it supports distribution subloops and
3 feeder subloops and it is being enhanced to support
4 intra-building cable subloops.

5 MR. WEIGLER: My third question is is there
6 going to be a charge, like an LSR charge, to the CLEC
7 for this type of LSR?

8 MR. VIVEROS: No.

9 MR. WEIGLER: I don't have any further
10 questions.

11 JUDGE RENDAHL: Ms. Young.

12 MS. YOUNG: Chris, I just have one
13 question. The service order assigner, that person
14 will also put the circuit ID back on the LSR; is that
15 correct? Is that how the circuit ID piece will work?

16 MR. VIVEROS: Actually, the SOAC assigner
17 is assigning the termination. The circuit ID is
18 actually already on the service order. It is created
19 at the time the SDC turns the LSR into an internal
20 service order.

21 MS. YOUNG: Okay. And then the circuit ID,
22 is it put on the -- how does that get communicated
23 back to the CLECs so that they know, for repair
24 purposes, what it is?

25 MR. VIVEROS: The service delivery center

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1 would, yes, also append the LSR, if you will, in the
2 creation of the firm order confirmation.

3 MS. YOUNG: Okay.

4 MR. VIVEROS: The circuit ID would be
5 populated on that FOC back to the CLEC.

6 MS. YOUNG: Okay. And looking at the
7 second page, where we're looking at an actual service
8 order, I notice a circuit ID of 4.LXFU.506984..PN,
9 toward the bottom of the service order.

10 JUDGE RENDAHL: Which line?

11 MS. YOUNG: Actually, it's about three
12 lines from the bottom on the second page. Is that
13 the type of circuit ID we would expect to see? In
14 other words, would LXFU always designate
15 intra-building cable as far as a circuit ID goes, do
16 you know?

17 MR. VIVEROS: That is the type of circuit
18 ID you would see. I'm not sure that the third
19 position would always be an F, but I would expect it
20 to almost always be an F. It would definitely be an
21 LX circuit ID.

22 MS. YOUNG: Okay. Thank you.

23 JUDGE RENDAHL: Okay. Are there any other
24 questions? Mr. Wilson

25 MR. WILSON: Well, I think that discussion

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1 brought up one of the issues which we covered a bit
2 previously, but I just want to bring it up again. I
3 have a big concern with the association of circuit
4 IDs with these intra-building cables. If there does
5 happen to be a problem with the inside wire, what it
6 essentially means is the CLEC has to go back
7 somewhere in a database and find out what circuit ID
8 was assigned to this by Qwest before they can get
9 Qwest to go out and fix the trouble.

10 And typically, you'll have an installer, an
11 AT&T technician at the premises, you've got a panel
12 there, you've got lots of wires. They know which one
13 is bad, they can flag it and tag it. Why someone
14 then needs to go find out what Qwest called this
15 termination I think is adding a level of complexity
16 that is unnecessary.

17 I -- and I think this is one of our
18 problems with this whole LSR business in establishing
19 these circuit IDs. If the CLEC has, say, a dozen
20 inside wires that they're using in the building, how
21 in the world do we know which one is the one that we
22 ought to be telling Qwest. I think it's going to
23 cause a lot of rejects of maintenance requests and a
24 lot of unnecessary problems. That's my opinion on
25 the subject.

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1 JUDGE RENDAHL: Mr. Viveros.

2 MR. VIVEROS: Qwest disagrees, and Mr.
3 Orrel may want to expand on this when he comes back
4 in the room, but the process for associating some
5 non-telephone number identifier to an end user's
6 service is a standard common practice that occurs
7 every day when CLECs buy unbundled loops or buy any
8 other UNE that they need to communicate back to the
9 ILEC with that isn't telephone number-based.

10 MR. WILSON: And I under -- I mean, if
11 you're in a central office, you're on relay racks,
12 these things all have number assignments, row and
13 column. You're out in the field, you got these ugly
14 terminals that multiple technicians work on, and if
15 AT&T has 10 different loops to that terminal, so 10
16 different circuits, we have a problem on one of them,
17 how does AT&T and Qwest figure out which of the 10 of
18 your 10 circuit IDs is the one that's got a problem?
19 How do we do that?

20 MR. VIVEROS: There's a one-for-one
21 relationship between the individual subloop that
22 you're accessing and the circuit ID that we've
23 assigned to it. You've gained access to the subloop,
24 you've sent me a request telling me that you've done
25 that, that you've run the jumper, and I'm returning a

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1 response to you that says, Okay, it's circuit
2 4.LXFU.12345..PN, if we're in Washington.

3 That information needs to be retained both
4 for your bill validation purposes, as well as for any
5 subsequent communication you're going to do with us
6 about what to do with that UNE. You'll need that
7 circuit ID to submit a request to discontinue
8 accessing that subloop, you'll need it to report
9 trouble. We've, I think, talked about this here in
10 Washington, as well as in other jurisdictions, around
11 the inability certainly mechanically, but even from a
12 telephone trouble reporting standpoint, to
13 successfully process a trouble request that says this
14 element that I'm accessing out at this address is
15 broken and our repair people having no ability to go
16 in and determine whether we're actually providing
17 that access to you.

18 MR. WILSON: But I don't think you
19 understand the situation and the problem. AT&T, over
20 the course of six months, installs to 10 circuits in
21 a building out of a hundred. Say there's 100. You
22 get a panel with 100 circuits on it. Over the course
23 of six months, we put in 10. Each time we put a new
24 one in, you assign a circuit ID to it. After two
25 years, one of them goes bad. The technician is out

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1 there, he knows which one is bad. How in the world
2 is that technician or AT&T or Qwest going to figure
3 out which of the 10 circuit IDs you have assigned to
4 that circuit? It's not written on the box because,
5 as the technician's installing them, he doesn't have
6 that number. That number comes back from Qwest at
7 some point in time.

8 So it's not -- it's nowhere on the box,
9 there's no correlation that Qwest has, there's no
10 correlation that AT&T has. No one knows which of the
11 10 that is. That's the problem. And you're going to
12 reject the service request because it doesn't have
13 the circuit ID. I suppose I could put any of them on
14 it and just tag it and you wouldn't know if it was
15 wrong, so I think that shows the ludicrousness of
16 this process. I could actually, as I'm sitting here
17 thinking about it, I could put any of the 10 on it;
18 right? How would you know?

19 MR. VIVEROS: Well, you could -- I mean,
20 you could certainly submit a trouble report against a
21 circuit that wasn't the circuit that was in trouble.
22 Chances are you wouldn't end up getting the service
23 that you were talking about restored. How you know
24 is because as you're sending requests to access those
25 10 subloops, we're sending you back a circuit ID to

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1 your individual request. And just like any other UNE
2 request, when we send back a circuit ID, CLECs make
3 an association between that ILEC-assigned circuit ID
4 and the service that they are providing their end
5 user customer.

6 I can't tell you how AT&T makes that
7 association, but certainly you do already make that
8 association when you're buying other UNEs.

9 MR. WILSON: Well, I guess I'm just saying,
10 I mean, what was the -- on your exhibit, what was the
11 -- where is the circuit ID on there?

12 MR. VIVEROS: The circuit ID is on the
13 first page of the service order, and it is at the
14 bottom, where it says no dispatch. It is floating on
15 the second line, in the 1 U6LQU line, and it is
16 behind the FID UNE 1.

17 MR. WILSON: So the F -- the four-point or
18 the one --

19 MR. VIVEROS: 4.LXFU.506984..PN is the
20 circuit ID.

21 MR. WILSON: Okay. And so my question is,
22 how do you think that number is going to get marked
23 on the wire at the building in the terminal? How do
24 you think that gets on there?

25 MR. ORREL: I'm sorry, Ken. I kind of

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1 jumped in in the middle of this, came in in the
2 middle, but wouldn't you place it on your jumper that
3 you access the MTE terminal with?

4 MR. WILSON: I think we get this after
5 we've already done that.

6 MR. ORREL: Well, yeah, that's a sequencing
7 choice that AT&T is making.

8 MR. WILSON: Even if we got it before it,
9 how much delay do you think this would add to the
10 process of getting this number to the technician? I
11 mean, the technician's going to a dozen or 20 sites
12 in a day. How do you think they're supposed to get
13 this number on all those -- 15 or 20 of these on the
14 boxes?

15 And then the other question is if they
16 aren't ever put on there or if they were put on there
17 and someone else took them off, like I said, if we
18 send you a trouble report, I suppose we could just
19 pick one of the 10 for that box and put it on there,
20 and if it's clearly marked which one's the problem, I
21 think that's the one -- I mean -- it's just an -- it
22 seems to be an unreasonable and unworkable process.
23 I guess that's my problem.

24 JUDGE RENDAHL: Okay. Well, I think it's
25 clear that there's an impasse issue here. Unless

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1 there's more that Qwest can add, I think that there's
2 sufficient information about this being an impasse
3 issue.

4 MS. KILGORE: Your Honor, could I ask one
5 question, a quick question? If Qwest gets a trouble
6 report for its own customer for an inside wire issue
7 at a place where you own the inside wire or
8 intra-building cable, how does the Qwest technician
9 identify which subloop element needs repair?

10 MR. ORREL: The technician doesn't repair
11 subloop elements for Qwest facilities. Qwest does
12 trouble isolation utilizing test access points,
13 identifies a section of cable that may be in trouble,
14 then we dispatch to that section. We don't have
15 subloop elements per se.

16 MS. KILGORE: Well, okay, I'm sorry. I
17 misspoke. Let's say we're talking about the
18 intra-building wire for a particular customer has a
19 trouble, there's a problem with that wire, just as
20 the situation we've been talking about. How do you
21 identify which cable it is that needs the work? Do
22 you keep identifiers on that line and is that
23 maintained in your database at your provisioning
24 center where you would roll the truck from?

25 MR. VIVEROS: It's by circuit ID. In the

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1 case of a finished dial tone service, the circuit ID
2 is the telephone number, so the end user customer
3 would be required to report trouble under the
4 telephone number. They couldn't call up and say, I'm
5 having a problem with my inside wire, I'm having a
6 problem with my jacks, and my address is 123 Main,
7 please send someone out. We would need the telephone
8 number, and the trouble report would be opened
9 against that line record.

10 MR. ORREL: Or, in the scenario of a
11 special or a design-type circuit, the customer would
12 provide us the same circuit ID that's very similar to
13 what's on this example in Exhibit 1021.

14 MS. KILGORE: Is the customer's phone
15 number identified at the MTE terminal?

16 MR. ORREL: No, the customer's telephone
17 number is not identified at the MTE terminal.

18 MS. KILGORE: So how do you know which wire
19 you're working off of?

20 MR. ORREL: Because, with the customer
21 record, we know what telephone number's associated
22 with which address. That address and telephone
23 number tells us which terminals the facility passes
24 through, providing us with the locations to go to do
25 trouble isolation.

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1 MR. WILSON: I think what Ms. Kilgore was
2 getting at, if you have a terminal with 100 different
3 inside wires, the technician probably has to go out
4 and determine which one it is.

5 MR. ORREL: That's not true, Ken. For
6 example, on a closed terminal, the lid will have the
7 addresses associated with the terminations labeled on
8 the lid of the termination. The information's
9 available at the MTE terminal.

10 MR. WILSON: If you're lucky. I've been in
11 lots of them where --

12 MR. ORREL: That's your opinion, Ken.

13 MR. WILSON: I've been in lots of them
14 where it's not that clear, and you'd have to do some
15 work to figure it out.

16 JUDGE RENDAHL: Well, I think it's clear
17 that there's an impasse on this issue, and I think
18 the parties can brief it. I think it's also clear
19 that maybe blood sugar is running a little low, and
20 it may be time to take our lunch break. So let's be
21 off the record.

22 (Discussion off the record.)

23 JUDGE RENDAHL: Let's be back on the
24 record. Before we take our lunch break, we want to
25 reflect that Issue SB-6 has been closed. The

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1 language that the parties agreed to will close that
2 issue out. And we have added Issue SB-13 concerning
3 AT&T's request that Qwest create a Web site. That's
4 been added to the list. So with that, I think we are
5 done with subloops and will now take our lunch break.
6 Let's be off the record, unless, Ms. Stewart, you
7 have something you want to add on the record?

8 MS. STEWART: Off the record.
9 (Lunch recess taken.)

10 JUDGE RENDAHL: Let's be on the record.
11 We're back from our lunch break and we're going to
12 discuss line sharing. I understand we have Ms.
13 Sacilotto and Ms. Ford, representing Qwest, on the
14 line, and we are going to turn to line sharing. So
15 we have a line sharing issues list. Who would care
16 to summarize where we are?

17 MS. STEWART: This is Karen Stewart. I
18 believe I can. In our previous first phase of this
19 workshop, we discussed and either closed or impassed
20 all the line sharing issues.

21 My understanding of the need to discuss
22 line sharing at this point is that Covad has
23 additional information they would like to add to the
24 record in regards to issue Washington LS-6.

25 MS. DOBERNECK: Thank you. That's correct.

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1 We simply just want to note for the record, and it
2 gets back to the packet switching issue of yesterday
3 with regard to the recent Texas arbitration decision,
4 which we believe that decision provides further
5 support for the argument that line sharing over fiber
6 is technically feasible and that there is a method by
7 which to accomplish that through, for example,
8 something similar to unbundled packet switching,
9 which -- well, I'll just leave it at that.

10 MS. SACILOTTO: I'm sorry, I was on hold
11 for a second. This is Kara. Can we go back to what
12 we -- I think that was Ms. Doberneck just speaking.

13 JUDGE RENDAHL: Yes, Ms. Doberneck was just
14 discussing -- were you on the line yesterday for
15 packet switching, Ms. Sacilotto?

16 MS. SACILOTTO: I was.

17 JUDGE RENDAHL: Okay. And there was a
18 discussion then about a Texas --

19 MS. SACILOTTO: Decision.

20 JUDGE RENDAHL: -- decision. And Ms.
21 Doberneck was explaining that she believes that
22 decision supports the argument that line sharing over
23 fiber is feasible. Is there anything more you'd like
24 to add to that summary for Ms. Sacilotto?

25 MS. DOBERNECK: Oh, and just simply, given

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1 the unbundling obligations that are imposed on SWBT
2 in connection with that decision, that it provides
3 analogous support for the proposals Covad and AT&T
4 have put forth in this proceeding with regard to the
5 feasibility of line sharing over fiber and the manner
6 by which it will be accomplished.

7 JUDGE RENDAHL: Ms. Sacilotto, do you have
8 anything to add, comments to make?

9 MS. SACILOTTO: I'm sure that (inaudible)
10 disagreement with the applicability of that decision.

11 JUDGE RENDAHL: I think you cut out a
12 little bit there.

13 MS. SACILOTTO: I'm sure that we will brief
14 the view that that decision is not applicable.

15 JUDGE RENDAHL: I think brief was the
16 missing word there. Mr. Zulevic and Mr. Wilson both.

17 MR. ZULEVIC: Yeah, just briefly, as it
18 pertains to Line Sharing 1, you might also note that
19 the Texas Commission ordered a three-day interval,
20 which is the interval that Qwest has already agreed
21 to provide, but they also ordered a 10-day interval
22 for loops requiring conditioning.

23 MS. SACILOTTO: Well, Mr. Zulevic, the last
24 time we were here, you were asking for five days.

25 MR. ZULEVIC: I didn't say Texas got it

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1 right, but they got it better.

2 MS. SACILOTTO: Well, we'll be briefing
3 that, too.

4 MR. WILSON: And one other issue that I
5 think is also at impasse and will be briefed, but I'd
6 like to point out, after an extensive analysis, the
7 Texas Commission also determined that line at a time
8 provisioning of line splitters owned by the ILEC was
9 appropriate, and an interesting quote from the order
10 said that, therefore, the arbitrators adopt the
11 Commission's earlier ruling that the splitter is part
12 of the attached electronics of the loop, and I think
13 that's exactly what AT&T and Covad and others have
14 been proposing, and I think the analysis that the
15 Texas arbitrators went through is quite determinative
16 for that.

17 JUDGE RENDAHL: Can you tell me what
18 paragraph that -- or a cite for that section you just
19 read?

20 MS. DeCOOK: If you give him some time,
21 I've got the decision here. He could find it.

22 MR. WILSON: Yes, I have marked down page
23 26. I'll get the paragraph number.

24 JUDGE RENDAHL: Okay. If you'll just get
25 me the paragraph number, that's fine. Ms. Liston or

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1 Ms. Stewart. Ms. Stewart.

2 MS. STEWART: Yes. Qwest has not had an
3 opportunity to review this order and see its
4 applicability. Just based on the previous Texas
5 arbitration that had to do with splitters, Qwest
6 believes it has a different network configuration
7 than the network configuration in Texas, and
8 therefore may not be any applicability of that order
9 in the Qwest situation. Qwest will be reviewing that
10 order and responding as necessary in its brief.

11 JUDGE RENDAHL: Thank you, Ms. Stewart.
12 Any further comments for line sharing, aside from the
13 cite?

14 MS. DeCOOK: No further comments. It
15 doesn't have paragraph numbers, but it's page 26 of
16 the decision and it's multiple issues, two, five and
17 six.

18 JUDGE RENDAHL: Thank you for that
19 identifier. If there's nothing further, I think we
20 can move on from line sharing. And Ms. Stewart, you
21 are released.

22 MS. STEWART: Thank you.

23 JUDGE RENDAHL: Have a good rest of the
24 day.

25 MS. STEWART: Yes.

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1 JUDGE RENDAHL: Okay. So now we're going
2 to move to loops, NIDs, and line splitting. Let's be
3 off the record for a moment.

4 (Discussion off the record.)

5 JUDGE RENDAHL: Let's be back on the
6 record. While we were off the record, there was a
7 proposal by WorldCom and Qwest to dispense with
8 discussion of general terms and conditions in this
9 docket, and possibly AT&T was involved in that
10 discussion, as well, I don't recall.

11 And at this point, I've agreed to allow the
12 parties to file the Colorado transcripts. The
13 workshop there will be ending on the 24th, and the
14 parties should file, as Exhibit 799, any transcripts
15 and exhibits concerning general terms and conditions
16 from Colorado in this docket, and the parties will
17 brief the discussion of that.

18 Also, while we were off the record, Mr.
19 Witt, of AT&T, called in and he will be filing as
20 Exhibits 1170 and 1171-C, the confidential and
21 nonconfidential portions of the testimony and
22 exhibits from the multi-state on public interest.

23 We also discussed scheduling. The schedule
24 that was set in supplemental -- the fifth
25 supplemental order in this proceeding for Workshop

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1 Four will be modified as follows: The post-workshop
2 briefs, instead of having a single brief on August
3 21st, there will be an initial brief due on September
4 7th and reply briefs on Section 272 issues and public
5 interest issues only. The opportunity is there for
6 the parties to reply -- file reply briefs on those
7 issues on September 14th. An initial order targeted
8 for October 12th and comments on October 26th, and a
9 presentation to the Commissioners to be determined.

10 Mr. Kopta was on the line, maybe still is,
11 and mentioned to us that there is still an
12 outstanding issue of when comments are due on the
13 initial order in the third workshop and when the
14 Commissioners' presentation is. I indicated I was
15 not aware of when those dates were, but that they
16 were currently being scheduled.

17 Mr. Viveros pointed out that there is a
18 change to the Replacement Exhibit 1020 for Section
19 9.3.5.4.6. There were some words omitted. On the
20 second line, following "or a new facility
21 constructed," the following words should be inserted:
22 "and when Qwest runs the jumper."

23 And I think that concludes any of the
24 outstanding issues. I guess the only other issue
25 that's remaining, Ms. Hopfenbeck, and we didn't

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1 discuss this off the record, is whether WorldCom and
2 Qwest had resolved the interval issue, or is that
3 still outstanding?

4 MS. HOPFENBECK: You're talking about the
5 forecasting issue?

6 JUDGE RENDAHL: Forecasting issue, yes.

7 MS. HOPFENBECK: And I'm sorry to say that
8 over the lunch break I tried to reach my people to
9 find out -- we've just been negotiating and we're
10 very close, but we haven't --

11 JUDGE RENDAHL: But it's not resolved
12 enough for me to know about it yet?

13 MS. HOPFENBECK: That's right. But I guess
14 at this point I'm pretty confident that this is going
15 to be finished. It's just wordsmithing. It's just
16 that we're not there yet. So what I would propose is
17 that next week I just simply send a letter to the
18 Commission, and I'll do that jointly with Qwest or
19 with Qwest's authority, and we will advise the
20 Commission about the withdrawal of our testimony.

21 JUDGE RENDAHL: Okay. But at this point,
22 you're not planning to offer Ms. Wicks or Qwest is
23 not offering Ms. Bumgarner or Mr. Freeberg at this
24 time?

25 MS. HOPFENBECK: That's right.

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1 JUDGE RENDAHL: Okay. All right. With
2 that understanding, let's move on to loops, NIDs, and
3 line splitting and see if we can wrap it up by the
4 end of the day today. Okay.

5 On the loops issues log, starting with
6 loops, are there issues that -- who is still on the
7 bridge? I think somebody just left.

8 MS. SACILOTTO: Kara is still on the
9 bridge.

10 MS. FORD: And this is Laura. I'm going to
11 drop off.

12 MR. KOPTA: And this is Greg Kopta. I'm
13 still here.

14 JUDGE RENDAHL: Okay. That lovely echo is
15 what occurs when people drop off and somebody's
16 talking. The loop issues log is quite extensive, and
17 maybe the parties can target those issues that they
18 want to revisit. If an issue is at impasse, I'm
19 assuming it will remain at impasse unless you all
20 indicate it. So I don't know who wants to take the
21 laboring oar on this.

22 MS. DeCOOK: There may be some in addition
23 -- there may be some where we have a designation of
24 impasse where there may be some additional
25 information we want to provide. We'll note that as

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1 we go through.

2 JUDGE RENDAHL: Okay. And maybe if we just
3 start at Loop Issue 1. There was the WorldCom
4 takeback on intervals and parity. Is that Ms. Wicks?

5 MS. HOPFENBECK: No.

6 JUDGE RENDAHL: That's a different issue?

7 MS. HOPFENBECK: Yeah, that's a different
8 issue. And we've had -- I think this issue just
9 needs to go to impasse now.

10 JUDGE RENDAHL: Okay.

11 MS. SACILOTTO: Ann, let's -- I get
12 confused about this, because I thought when we were
13 in Oregon a week or so ago that we closed this issue.
14 This is the whole ICB issue, and we closed it for
15 purposes of this workshop, but left it open for
16 purposes of general terms and conditions.

17 MS. HOPFENBECK: I thought that was another
18 issue, Kara. As I understood this issue, this issue
19 is -- I thought this had to do with whether --
20 WorldCom was taking the position that there should be
21 -- the intervals should not be ICB for OCN loops.

22 MS. LISTON: I think, just as a
23 clarification, when we originally started with Issue
24 1 on loops, it was around the OCN offering, and
25 everything for OCNs was ICB.

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1 MS. HOPFENBECK: Right, and I understand
2 you've changed that now.

3 MS. LISTON: We've changed that, so the
4 only thing left were intervals for OCN were on an ICB
5 basis, and my recollection was the same as Kara's.
6 We did close this in Oregon, and we closed it in
7 other jurisdictions. We said that the ICB issue was
8 deferred to general terms and conditions on what you
9 do with ICB. We've got intervals being open and at
10 impasse in other places, but that, in terms of
11 producing of OCN loops and making OCN loops
12 available, we have closed that issue.

13 JUDGE RENDAHL: Well, there are three
14 issues on the list that --

15 MS. LISTON: We're looking at A.

16 MS. HOPFENBECK: The only issue that -- and
17 I've checked recently with my people at WorldCom, and
18 they think that should be a standard interval for
19 OCNs, and I've outlined the issue to them, and so
20 that's why I'm going to impasse here. And I'm sorry
21 if I did something different in Oregon thinking that
22 -- but I didn't recall that. But my most recent
23 instruction is that this is impasse.

24 MS. LISTON: Would -- as an alternative,
25 because we have Loop 11, which is all of the Exhibit

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1 C intervals, and that's where we address all of the
2 interval issues, is it possible that we just --

3 MS. HOPFENBECK: Move it to Loop 11?

4 MS. LISTON: That Loop 11 includes the ICB
5 for OCN being unacceptable, and then we close the
6 issue, basically because we are providing the OCN
7 loops and close Loop 1?

8 MS. HOPFENBECK: Well, I don't -- I
9 actually don't have a preference. I mean, I think
10 it's appropriate to close the issue as to whether OCN
11 itself is offered on an ICB basis, because it's no
12 longer, and so that resolves our issues. So long as
13 -- I'm not sure that it's appropriate to really put
14 it at Washington Loop 11. I mean, that's --

15 MS. SACILOTTO: Well, that's the interval
16 chart.

17 MS. HOPFENBECK: I know, but those are
18 places where the intervals are specified by Qwest
19 right now and the parties have taken issue with the
20 length of the interval. This seems to be somewhat
21 different in the sense that this is a situation where
22 there is no intervals specified by Qwest.

23 MS. SACILOTTO: Well, the interval on
24 Exhibit C is ICB, so, you know.

25 MS. LISTON: That's fine.

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1 MS. HOPFENBECK: I don't really care where
2 it goes, frankly.

3 JUDGE RENDAHL: Okay. Well, why don't we
4 close out Issue A and add to Washington Loop Issue
5 11.

6 MS. SACILOTTO: There is -- Your Honor,
7 there is a K subsection --

8 JUDGE RENDAHL: Thank you.

9 MS. SACILOTTO: -- that addresses this. We
10 can simply change the status from closed to impasse.

11 JUDGE RENDAHL: I see.

12 MS. HOPFENBECK: Sorry.

13 JUDGE RENDAHL: That's okay. So we'll make
14 1-K impasse, change that from close to impasse, and
15 take 1-A from impasse to close. Okay.

16 And then, for 1-B, the ICB process was
17 moved to the general terms and condition workshop,
18 correct? So that's something you all will be
19 discussing in Colorado?

20 MS. HOPFENBECK: That is actually -- the
21 ICB issues have been fleshed out pretty completely in
22 the multi-state workshop, and that transcript has
23 already been submitted here. And I'm not sure
24 whether that ICB issue will be addressed -- how
25 detailed the discussion in Colorado will be, because

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1 that's a follow-up.

2 MS. SACILOTTO: Suffice it to say it's
3 already been addressed in the general terms and
4 conditions workshop. I don't know the status. I'm
5 sensing it's probably not closed.

6 MS. HOPFENBECK: No, it's not closed.

7 JUDGE RENDAHL: No, it's not closed, but I
8 think the discussion is in the multi-state workshop
9 transcripts, is what I'm hearing.

10 MS. DOBERNECK: And I believe we also have
11 Arizona that will be part of this record, because we
12 had a great deal of discussion on that, and I think
13 that's where we left it last time we talked about
14 this issue in Washington, the multi-state in Arizona.

15 JUDGE RENDAHL: I've received those
16 transcripts. Well, you know, let's be off the
17 record.

18 (Discussion off the record.)

19 JUDGE RENDAHL: Let's be back on the
20 record. We do have transcripts, and those are
21 Exhibit 797 and 798-C, from other states on BFR, SRP
22 and ICB. So I don't think we need to have further
23 discussion on that issue here.

24 Is there anything more on 1-C that's at
25 impasse? Hearing nothing, Loop Issue 2 appears to be

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1 at impasse. Is that still at impasse?

2 MS. SACILOTTO: Yes.

3 MS. LISTON: Yes.

4 JUDGE RENDAHL: Yes. 3-A. I'm sorry, Ms.
5 DeCook.

6 MS. DeCOOK: Just a piece of information on
7 1-C. I'm not sure if you're aware of this, Your
8 Honor, but in Workshop Three in Washington, there is
9 a ruling on the issue about Qwest's obligation to
10 build, and I can't recall if it was in this state. I
11 believe it was in this state where we were all
12 agreeing that whatever the outcome was on that issue
13 would resolve the issue for purposes of this issue in
14 Loops. And I note that this one relates to OCN
15 loops, and there may be another issue in the issues
16 list that deals with other loops and the requirement
17 to build those loops, as well. I was looking for it,
18 but I got distracted.

19 MS. DOBERNECK: It's Loop 8-B.

20 MS. DeCOOK: Thank you.

21 MS. DOBERNECK: Washington Loop 8-B.

22 MS. SACILOTTO: I would not totally agree
23 with Ms. DeCook's characterization. In other
24 workshops in other states, and perhaps here in
25 Washington, we have recognized there's an overlap

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1 between the issues, but we have not agreed that they
2 were identical or that the resolution from Workshop
3 Three would necessarily apply in this workshop, so I
4 can't agree with her characterization of this issue.

5 I mean, we've presented evidence and
6 information that distinguishes loops from other kinds
7 of UNEs and certainly hi-cap loops from other kinds
8 of loops, so I would not agree that the Workshop
9 Three ruling dispenses with this issue at all.

10 JUDGE RENDAHL: Well, you all can argue
11 that on your briefs.

12 MS. SACILOTTO: Okay. I just want to make
13 sure that we don't close this issue. We are still at
14 impasse and we are disagreeing with the Commission's
15 initial order in Workshop Three on this issue.

16 JUDGE RENDAHL: Okay. So noted. Can we
17 move on to Loop 2? Okay. Those -- A and B appear to
18 be at impasse. Is that still the case? Is there any
19 additional information we need on that issue?

20 MS. KILGORE: I don't believe so.

21 MS. LISTON: No.

22 JUDGE RENDAHL: Okay. Loop Issue 3.

23 MS. KILGORE: Yeah, AT&T would like to add
24 a little bit of information, similar to what we just
25 did. As we read through this Texas decision, there's

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1 quite a bit of discussion about loop information and
2 what's -- what information CLECs should have access
3 to, and one of -- the solution that Texas came up
4 with was to have the CLECs perform an audit of the
5 data that SWBT, S-W-I-T --

6 MS. DeCOOK: SWBT.

7 MS. KILGORE: -- SWBT, sorry, maintains in
8 their back office. And since we are having a hard
9 time understanding what information Qwest personnel
10 have available to them with respect to loop
11 information, perhaps a similar solution would work
12 here that would enable CLECs to understand what data
13 exists and what information Qwest personnel are able
14 to obtain and the manner in which they obtain it. In
15 other words, how quickly do they get to it, in what
16 format. And so we'd like to just bring that in here
17 as part of the discussion and point to that
18 discussion in the Texas decision.

19 JUDGE RENDAHL: And do you have a page
20 number in that decision?

21 MS. DeCOOK: 101.

22 MS. KILGORE: Yeah, the Arbiter's
23 discussion of it is at page 101. The issue number is
24 20. The discussion of it begins at page 99.

25 MS. SACILOTTO: Has AT&T agreed to give

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1 parties a copy of this decision?

2 MS. DOBERNECK: I forwarded to Andy Crain
3 last night an electronic copy of that decision. It
4 was also attached to AT&T's comments in Arizona and
5 Colorado on the emerging services recommendations.

6 MS. DeCOOK: Just an additional factual
7 note from the SWBT decision. It appears, from
8 reading the order, that SWBT had agreed to such an
9 audit.

10 JUDGE RENDAHL: Okay. Ms. Sacilotto, is
11 that something you can obtain from Mr. Crain, or
12 would you like someone to forward to you an
13 electronic copy?

14 MS. SACILOTTO: I probably have AT&T's
15 comments on the emerging services, so if it's
16 attached to that, I probably have it here. I
17 obviously haven't had an opportunity to look at it
18 for this issue.

19 JUDGE RENDAHL: Okay. Well, if, for some
20 reason, you cannot access it, I'm sure you can
21 contact AT&T or Ms. Doberneck and obtain a copy.
22 Okay. Is there anything additional on Issue Three,
23 aside from that comment from AT&T?

24 MS. SACILOTTO: I would assume we're going
25 to need an opportunity to respond to that request.

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1 I'd like to have an opportunity to discuss this
2 during -- if we have an afternoon break, so that we
3 can formulate our response.

4 JUDGE RENDAHL: That's acceptable.

5 MS. DeCOOK: Well, we can certainly
6 continue if we don't get a response or if further
7 discussions are required, we could certainly continue
8 those after the close of the workshop and report back
9 to the Commission on any resolution that we might
10 have.

11 JUDGE RENDAHL: And you can also brief it
12 if you don't reach, you know -- if you're still at
13 impasse, I'd consider this to be in line with the
14 briefing analysis. Okay.

15 So moving on to Issue Four, this is a cost
16 docket issue, it looks like it. Issue Five has two
17 issues, the first, on SGAT Section 9.2.4.3.1.2, was
18 an AT&T takeback and a Covad agreement, it appears.

19 MS. SACILOTTO: I think I recall the
20 takeback. At the time of the initial workshop, AT&T
21 was not able to say whether or not it agreed to the
22 72-hour FOC on xDSL loops, and we were hoping to get
23 their response before the follow-up, but now we're
24 here at that time, and I believe that was a takeback.

25 MS. DeCOOK: We actually provided a

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1 response to Qwest last week in Colorado and we had
2 extensive discussion on the FOC trial last week, and
3 it was AT&T's conclusion, based upon the dispute and
4 the evidence that was presented by the reconciliation
5 of data between Covad and Qwest, that it made sense
6 to go to the ROC process and at least test whether
7 the 72-hour interval would provide a meaningful FOC
8 or not, because we couldn't -- the control over the
9 business rules was not evident from the FOC trial
10 that was conducted in Colorado, and we thought we'd
11 get a better-controlled test through the ROC process.

12 We're -- AT&T is still not convinced that
13 72 hours is the right interval, and so we reserve our
14 right to, at whatever point, raise an issue about
15 what the appropriate interval is, but we have no
16 objection to it being taken to the ROC for purposes
17 of testing whether the 72-hour interval will work.

18 JUDGE RENDAHL: Any response from Qwest? I
19 guess, at this point, it appears that the issue is
20 closed.

21 MS. SACILOTTO: Yeah.

22 JUDGE RENDAHL: Pending what happens in the
23 ROC testing process.

24 MS. DeCOOK: I think that's fair, and that
25 may be Covad's position, as well.

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1 MS. DOBERNECK: The way we left it is, for
2 purposes of a meaningful FOC and whether Qwest met
3 its installation interval, we closed that issue here
4 subject to review at the conclusion of the OSS
5 testing. For what it's worth, at the end of a fairly
6 lengthy discussion in Colorado last week regarding
7 this FOC trial, Staff disclosed that they would
8 recommend to the Commission that it not rely on
9 Qwest's data with regard to the timeliness of FOC
10 receipt.

11 I'm not fully aware of all the bases for
12 Staff's decision in that regard, but simply that, in
13 the absence of reconciliation between Qwest and all
14 the parties that submitted orders during the course
15 of that trial, that it would not recommend that the
16 Colorado Commission rely on that data.

17 MS. SACILOTTO: Well --

18 MS. LISTON: However, what we did have an
19 agreement from the Colorado Staff was to move ahead
20 with the 72-hour FOC, so really, if you look at the
21 overall of what the trial was about, one of the
22 things was should we change the FOC interval from 24
23 hours to 72 hours. That decision was agreed upon in
24 Colorado by the parties and the Commission Staff did
25 say that they would support that recommendation, and

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1 then, by doing it with the ROC, we would then be in a
2 position where the actual performance results would
3 be part of the audit process through the ROC OSS
4 testing, and the parties all agreed to do that.

5 MS. DeCOOK: Just a clarification of that.
6 I think the Staff essentially said it's not up to
7 them to determine whether to take something to the
8 ROC. And if the parties had agreed on that, they
9 certainly weren't going to oppose it or even weigh in
10 on it. But they did have some concerns, based upon
11 the discussion that occurred last week and based on
12 the fact that reconciliation had not been done with
13 all the participation in the ROC trial, about any
14 conclusions that might be reached based on that
15 evidence.

16 MS. SACILOTTO: For purposes of this record
17 in Washington, you know, we -- the only issue that's
18 captured within Washington Loop 5 is the issue the
19 ALJ was talking about that should be closed is should
20 we go with the 72-hour FOC to the ROC.

21 I mean, I would disagree with your
22 characterization of the reconciliation process in
23 Colorado. As it's being presented, it sounds as if
24 we didn't offer to reconcile or we didn't follow
25 through on requests to reconcile data, and that's

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1 incorrect. Only two carriers asked to do it, one of
2 which followed through and then subsequently withdrew
3 90 percent of their own data. So you know, for
4 purposes of Washington, I agree with the ALJ that
5 this issue is closed.

6 MS. DOBERNECK: To bring the comments full
7 circle, getting back to the 72-hour FOC, Covad had no
8 objection to Qwest going to the ROC for that. We're
9 currently operating under 72 hours, so we had no
10 objection.

11 JUDGE RENDAHL: It seems to me that the
12 issue, as Ms. Sacilotto stated, here in Washington is
13 whether going to a 72-hour testing interval is
14 acceptable to the parties, and my understanding, from
15 hearing all of you, is that that is okay. So for
16 purposes of the issue here in Washington, it is
17 closed. If there are performance issues that result
18 out of that, I expect we'll be hearing about that
19 when we're discussing performance here in Washington.

20 MS. DOBERNECK: On behalf of Covad, that's
21 my understanding, as well.

22 MS. LISTON: We agree with that statement,
23 also.

24 JUDGE RENDAHL: Okay. So that issue will
25 be closed. The next issue, Loop Issue 7, it states

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1 here was deferred to consider in ROC OSS test
2 proceeding or performance proceeding. Would someone
3 care to recap this, since I can't seem to recall?

4 MS. DOBERNECK: I will. We raised the
5 issue that had come up earlier that, where there's a
6 new -- oh, you know, I'm sorry. I'm thinking of a
7 different issue. Okay. Forget what I was about to
8 say.

9 MS. DeCOOK: I can talk about this one.

10 JUDGE RENDAHL: Thank you, Ms. DeCook.

11 MS. LISTON: Or I could.

12 MS. DeCOOK: This is an issue that relates
13 to CLEC LSRs being rejected because of problems
14 within the address that's identified on the LSR. We
15 had an extensive discussion about AT&T's issue on
16 address validation problems that we've encountered in
17 the multi-state, and as a result of those
18 discussions, we agreed to defer the issue to the ROC
19 OSS test. And if we encountered any additional
20 problems with address validation, we would raise
21 those in the context of a performance workshop, which
22 hopefully we'll have.

23 JUDGE RENDAHL: Okay. All right. So at
24 this point, this issue is deferred for our purposes?

25 MS. LISTON: Correct.

05610

1 JUDGE RENDAHL: Okay. Washington Loop
2 Issue 8, currently at impasse. Any change, other
3 than that B is now -- we're also referring to
4 Washington Loop Issue 1-C, but there's a dispute as
5 to whether it's the same issue or a related issue.
6 Okay. Loop Issue 9, at impasse. It says,
7 Discuss additional aspects in OSS test proceeding.
8 Is there anything further we need to talk about here?
9 MS. DOBERNECK: Wait. On 9?
10 JUDGE RENDAHL: On 9.
11 MS. DOBERNECK: I had the anticompetitive
12 conduct.
13 JUDGE RENDAHL: Yes, the action status here
14 in Washington is listed as impasse, and discuss
15 additional aspects in OSS test proceeding.
16 MS. LISTON: I think one of the things that
17 Qwest noted is we were kind of -- we're not sure what
18 that additional note was on there in terms of discuss
19 it in OSS test proceeding. We think it's just
20 strictly an impasse issue.
21 JUDGE RENDAHL: Okay. Then I don't know
22 why it's there, and we'll just take it off.
23 MS. STRAIN: I don't know, either, and I
24 wrote it.
25 MR. WILSON: Maybe, Your Honor, one comment

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1 on that. I think I remember that Qwest has
2 instituted additional policies regarding this issue,
3 and I think the CLECs wanted to see if these seem to
4 work over the next couple of months.

5 MS. DOBERNECK: Oh, I think that's right.

6 JUDGE RENDAHL: Would that be appropriately
7 an OSS test, or it would be just a performance issue?

8 MS. DOBERNECK: Yes. And I would actually
9 like to add one piece of evidence or add to the
10 record for Washington Loop 9. Ms. Cutcher testified
11 when she was here regarding the theft of routers from
12 some COs in -- the theft of Covad routers and cabling
13 in a series of Colorado central offices in the space
14 of two weeks between June 14th and June 26th.

15 Subsequent to concluding our first
16 workshop, we were informed by Qwest that they had
17 identified the individual who had stolen our routers
18 and tie cables and that they had suspended that
19 individual pending an investigation of appropriate
20 discipline.

21 What I'd like to put into the record here
22 is the letter we received from Ken Beck, at Qwest,
23 identifying the fact that it was a Qwest employee who
24 stole those routers, to add -- simply to add to our
25 argument that we made here, is that the code of

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1 conduct and the reminders and associated documents
2 that Qwest had sent out are not effective in
3 deterring that kind of behavior.

4 All of the documents, the code of conduct
5 and the other reminder documents that Qwest provided,
6 were all distributed to its employees prior to these
7 thefts occurring, and yet we had three -- well, four
8 thefts, three routers and a pair of cables. So I'd
9 like to introduce into evidence, and I believe it's
10 -- it would be Exhibit 973, which is the next exhibit
11 under Ms. Cutcher's set of exhibits and testimony,
12 for purposes of this workshop.

13 JUDGE RENDAHL: Response from Qwest?

14 MS. LISTON: I think a couple of things
15 that we'd like to add to the record. In the last
16 workshop, there was discussion around the interaction
17 between Qwest and Covad during this investigation,
18 and I believe my recollection is Ms. Cutcher
19 testified that there was no communication, that Qwest
20 was not responding or providing feedback in terms of
21 the investigation. At that time, I did report that I
22 knew that investigation was going on, but I wasn't
23 aware of details.

24 I just want the record to show that Qwest
25 was in contact through voice mail and e-mail with

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1 Covad throughout the investigation process. The week
2 following the workshop that we had here in
3 Washington, there was a meeting scheduled between
4 Qwest and Covad to provide them with a status of the
5 investigation. A question was asked of Covad, what
6 do you want from -- as a result of this issue, and
7 they talked about two things, one being feedback and
8 the other one being we want to know status.

9 I just want the record to show that Qwest
10 was providing feedback to Covad throughout the
11 investigation and status was provided and that action
12 was taken by Qwest. We do have a code of conduct.
13 We have a very large organization. The reason we
14 have code of conduct in place is because you can't
15 control everybody's behavior, but you can tell them
16 what consequences are associated with it.

17 And you know, I hate saying this, but, you
18 know, we have laws, we have laws within our company,
19 we have laws within our country. Not everybody
20 abides by laws. And it was an unfortunate situation.
21 We've had theft situations in our company in the
22 past. When they do occur, we, as a company, then
23 have to take action with the individual employee. It
24 was an unfortunate situation and we did take the
25 action. And it was reported the person is currently

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1 under suspension and the investigation continues. It
2 has been referred to law enforcement agencies and,
3 like I said, it continues on, the investigation. But
4 we did provide Covad updates and we have provided
5 status information throughout the process.

6 MS. SACILOTTO: To clarify, when you talk
7 about we've had thefts within the company, are you
8 talking about theft of Qwest equipment by Qwest
9 employees?

10 MS. LISTON: That's correct.

11 MS. DOBERNECK: I'll just simply respond.
12 We do very much appreciate the fact that Qwest did
13 respond to us and that Qwest did, in fact, keep us
14 apprised during this unfortunate episode. So I
15 certainly don't disagree with Ms. Liston on that
16 point. It was just to the other issues, so -- but,
17 yes, we are very pleased with the kind of
18 responsiveness and the request for input that Qwest
19 has asked of us as far as future security in COs.

20 JUDGE RENDAHL: Thank you. Thank you, both
21 of you, for providing further information on that.
22 Do you have copies?

23 MS. DOBERNECK: I do.

24 JUDGE RENDAHL: Is there any objection by
25 Qwest to this document?

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1 MS. SACILOTTO: Well, I don't know if this
2 is so much an objection as this is an incident that
3 related to Colorado, not to Washington. And also, I
4 would note that Ms. Doberneck has been providing the
5 testimony regarding it, not an actual witness. So I
6 don't know how the Commission deals with things of
7 that nature.

8 JUDGE RENDAHL: I think, to the extent, Ms.
9 Sacilotto, that this letter kind of closes the loop
10 on an issue that was testified to in the main
11 workshop, I think it provides information on the
12 incident and on Qwest's responsiveness to the
13 incident. And so I think, to that extent, I don't
14 believe it's necessarily prejudicial to the company.

15 MS. SACILOTTO: No, nor do I.

16 JUDGE RENDAHL: So I think I would simply
17 allow it for purposes of closing the loop and let the
18 document speak for itself. So if, Ms. Doberneck, if
19 you wouldn't mind circulating that, that will be
20 marked as Exhibit 973.

21 MS. DOBERNECK: Thank you, Your Honor.

22 JUDGE RENDAHL: Is there anything further
23 on Loop Issue 9?

24 MS. DOBERNECK: No, Your Honor.

25 JUDGE RENDAHL: Okay. Anything further on

05616

1 Loop Issue 10?

2 MS. SACILOTTO: I believe we have some SGAT
3 language that Ms. Liston has hopefully -- have you
4 circulated it, Jean?

5 MS. LISTON: We have not circulated it yet,
6 Kara.

7 JUDGE RENDAHL: Okay. Why don't we be off
8 the record while we circulate both of these exhibits.
9 Let's be off the record.

10 (Discussion off the record.)

11 JUDGE RENDAHL: Let's be back on the
12 record. While we were off the record, we marked, as
13 Exhibit 943, a document titled Washington Loop 10,
14 SGAT proposed changes, which includes changes to
15 Sections 9.2.2.3.2, 9.2.6.7, and 9.2.6.8.

16 While we were off the record, Ms.
17 Sacilotto requested or asked whether we had admitted
18 as Exhibit 942 the SGAT Lite version issued by Qwest
19 on July 24th, and I stated that I believed I had
20 admitted it yesterday, but if I had not, it is now so
21 admitted.

22 Is there any objection to the admission of
23 Exhibit 943? Hearing nothing, it will be admitted.
24 And Ms. Liston, you had some changes to this
25 document?

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1 MS. LISTON: Yes, Your Honor, just one
2 minor change. In 9.2.2.3.2, it should read, in the
3 very first sentence, "if CLEC orders a two/four-wire
4 non-loaded loop." So just change it to two/four.

5 JUDGE RENDAHL: Okay. So these changes are
6 proposed, then, to try to resolve the impasse?

7 MS. HOPFENBECK: One issue. Actually, it's
8 really related to only one issue.

9 JUDGE RENDAHL: Can you speak into the
10 microphone, because I know Ms. Sacilotto can't hear
11 you.

12 MS. HOPFENBECK: Okay. This change,
13 9.2.2.3.2 is a provision to which WorldCom objected,
14 and specifically the issue that WorldCom was
15 concerned about is that this appeared to put in
16 Qwest's discretion the determination of whether or
17 not there was a facility that would meet the CLEC's
18 needs. And so by these changes, to which WorldCom
19 has agreed, Qwest has basically provided for, one,
20 allowed the CLEC to decide how to place its order,
21 whether it's going to order specifically an ADSL
22 compatible unbundled loop or it's going to order the
23 more generic variety two or four-wire non-loaded
24 loop.

25 And then Qwest is required here to

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1 basically only report whether there's -- when there's
2 no copper facility available capable of requesting
3 that generically-requested service. It's no longer
4 tied to the NC/NCI codes, which was our concern.

5 JUDGE RENDAHL: So does this language
6 resolve the concern that you had on 9.2.2.3.2?

7 MS. HOPFENBECK: Yes.

8 JUDGE RENDAHL: Okay.

9 MS. DeCOOK: Just a comment. This
10 provision would be impacted by whatever decision
11 comes out of this Commission on the requirement to
12 build.

13 JUDGE RENDAHL: From Workshop Three?

14 MS. HOPFENBECK: Yeah, that's actually
15 true, but this is a completely different issue on
16 that.

17 MS. DeCOOK: Right.

18 MS. SACILOTTO: Well, preserving our
19 objection, I mean, I think there's also a big
20 difference between even what's ordered in Workshop
21 Three and what the CLECs purport to be saying here.
22 I mean, this is not necessarily a situation in which
23 there is an exhaust of facilities.

24 This might be a situation in which the
25 facilities that are actually there and in place and

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1 ready to serve aren't copper. So this would go
2 beyond a demand of construction to alleviate an
3 exhaust, but a demand that we construct copper
4 facilities if they're not there.

5 JUDGE RENDAHL: Okay. Well --

6 MS. DeCOOK: I think we'll brief it.

7 JUDGE RENDAHL: I was going to say, even
8 with that, it appears there's still an impasse issue
9 here.

10 MS. HOPFENBECK: Well, the issue that is
11 closed is the ordering issue that's identified as
12 Loop Issue --

13 JUDGE RENDAHL: 10-5?

14 MS. HOPFENBECK: -- 10-5, yeah.

15 JUDGE RENDAHL: So that issue is closed?

16 MS. HOPFENBECK: That's a much narrower
17 issue than the obligation to build issue. In
18 WorldCom's view, the obligation to build issue is
19 highlighted in all sorts of places here, and we're
20 happy with that.

21 JUDGE RENDAHL: Okay. Now, going to the
22 Document 943, Exhibit 943, do parties have objections
23 to the language in these three sections, the changes
24 that Qwest is proposing?

25 MS. DOBERNECK: Your Honor, my initial

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1 reaction is no, but as always, whenever we get into
2 anything with spectrum, I'd like to have a person
3 within Covad who's familiar with spectrum issues take
4 a look at it, but I'm assuming if this has been
5 worked through with other parties, it's probably fine
6 with us. And from Covad's perspective, we can assume
7 it's acceptable unless I notify you or Qwest
8 otherwise.

9 JUDGE RENDAHL: Okay.

10 MS. SACILOTTO: Jean, could you just
11 explain a little bit what led us to make these
12 changes?

13 MS. LISTON: Sure. Just a little bit of
14 background. Offline, Qwest and WorldCom had several
15 discussions regarding a couple of different aspects
16 associated with these issues, and there were really
17 two main issues. One was, under the current
18 structure for ordering unbundled loop, could they
19 order a generic loop, like a two-wire non-loaded loop
20 and then choose the type of DSL service they want to
21 provide on the two-wire non-loaded loop.

22 When I reported that that was allowed, and
23 we -- this was a lot of offline discussions that we
24 had -- that that's the way that it currently works
25 today, there was an element of surprise, you know.

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1 They thought we were restricting what kind of
2 services you put on the two-wire non-loaded.

3 So as we continued to further discuss it,
4 we realized that the stumbling block was this Section
5 9.2.2.3.2, because of the way it was worded. So once
6 we worked through that it wasn't restricting the
7 service, but rather saying we're going to look for
8 compatible facilities, if you order copper loop and
9 we don't have a copper loop, regardless of what kind
10 of DSL service you want to put on it, it's the fact
11 that you're looking for a copper loop that we can't
12 support, and that's what that section, 9.2.2.3.2, is
13 referring to.

14 As we worked through those issues, we
15 realized that we could clean the language up a little
16 bit to remove the concern regarding that.

17 The second issue that we talked about I
18 believe ties into number four of this list, and
19 that's the exhaust. And a question came up regarding
20 if we were in a situation where the CLEC was asking
21 for a -- again, I'll use the example of a two-wire
22 non-loaded loop, would we, in any situation, reject
23 that order, even if copper facilities were available
24 because of a spectrum incompatibility issue.

25 The Qwest position is no, we do not do

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1 that. So we -- if we have spare copper, we're going
2 to assign it to the CLEC if it meets -- if that's
3 what they ask for. And we're not going to do
4 up-front rejections.

5 So in number four, where we're talking
6 about an exhaust issue -- an exhaust situation, the
7 only time we would be in exhaust is if it's complete
8 exhaust. There really is no facilities available
9 rather than selectively saying we're going to deny
10 service because we think there's a disturber or
11 because of other CLEC services that are in place.

12 As we talked through that issue, again, we
13 had cross back and forth with what sections of the
14 SGAT was causing WorldCom to think that we were going
15 to reject the orders, because that wasn't our
16 position. We would not reject them on an ordering
17 process.

18 As we talked through that, we again saw
19 different sections of the SGAT that led WorldCom to
20 believe we were going to be doing rejections. So the
21 changes to 9.2.6.7 and 9.2.6.8 were made so that we
22 hoped would clarify that the only time we were going
23 to be in a process where we're saying it doesn't work
24 is if we're in a repair situation and there has been
25 interference and we have to -- the parties have to

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1 work through the interference problem on repair. But
2 from an ordering perspective, we would not be
3 rejecting a CLEC's request. So those two changes
4 were also opposed, based on the discussions we had
5 with WorldCom.

6 MS. SACILOTTO: I would like to, I guess
7 with this discussion, see what the status is of
8 number four.

9 MS. LISTON: Before we go there, one last
10 thing that I need to also point out is during the
11 process of the discussion with WorldCom, we also went
12 back and did some looking at language, both ours and
13 some of Rhythms' languages, and one of the things
14 that we noticed was in the proposed Rhythms language,
15 they talked about moving to HDSL Four, I believe they
16 referenced it, and it's throughout their proposed
17 SGAT language that they make reference to that.

18 What we have since found out, since the
19 last workshop, is that HDSL Four technology will not
20 be available until 2002, so part of what's in the
21 Rhythms proposal is not technology that we currently
22 deploy in Qwest, nor is it currently available.

23 JUDGE RENDAHL: Mr. Zulevic.

24 MR. ZULEVIC: Yeah, Jean. I do have a
25 question on the language in 9.2.2.3.2. I'm wondering

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1 if there is now any measurement that will be able to
2 track the number of loops that are rejected because
3 there is no copper facility available. And I think
4 it's going to be a growing concern for Covad,
5 especially, when we're looking at the availability of
6 home run copper, pure copper, good copper pairs,
7 anyway, to feed the more distant parts of the wire
8 center based upon the deployment plans of Qwest
9 related to remote DSLAM deployment.

10 I'd really like to find out if there's
11 going to be any way to measure how often we're really
12 being rejected.

13 MS. LISTON: I'm not aware of any
14 performance measurement associated with a reject
15 because of copper facilities, lack of copper
16 facility. There's -- I know there's a generic reject
17 performance measure, but not a specific one, so I do
18 not believe that there is a specific performance
19 measurement associated with that.

20 JUDGE RENDAHL: Ms. Hopfenbeck.

21 MS. HOPFENBECK: I actually have to address
22 the exhaust issue, because, frankly, do you know,
23 Jean, I didn't know that 9.2.6.7 and 9.2.6.8 were
24 responsive to WorldCom's exhaust issue, and I don't
25 believe they really do resolve this issue. I view

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1 these two provisions as addressing something slightly
2 different than what we were talking about.

3 I mean, WorldCom proposed language in its
4 testimony that would specify that if Qwest
5 reconfigures loops into a different binder group, it
6 shall do so in a competitively neutral manner,
7 consistent with all relevant industry standards, and
8 that loops won't be delayed by any lack of
9 availability of specific binder groups or spectrum
10 exhaust. And those were the two issues that we -- I
11 don't see how these changes respond to that request.

12 MS. LISTON: And I think what the concern
13 -- I mean, the position that Qwest is taking is that
14 we don't do up-front rejects based on facilities, so
15 that we would not be in a situation where we would be
16 rejecting it because of binder group information.

17 So the only thing that -- what we tried to
18 do, then, was look to see what may have indicated
19 that that would be our policy. And when we saw these
20 two, we said, Well, it could be that this would lead
21 one to believe that we're going to do the up-front
22 rejects. We were not in a position right now to go
23 ahead and incorporate new language to put more
24 specific, because at this point we are accepting the
25 orders regardless. And if we have facilities that

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1 meet what you ask for, we're going to provide it.

2 MS. HOPFENBECK: Regardless of spectrum
3 exhaust?

4 MS. LISTON: Exactly.

5 MS. HOPFENBECK: So that's what you're --

6 MS. LISTON: So rather than put in a
7 specific provision saying that, we wanted to remove
8 language that would indicate that we were going to do
9 some kind of up-front rejection.

10 JUDGE RENDAHL: With that explanation, Ms.
11 Hopfenbeck, is that something you need to take back?

12 MS. HOPFENBECK: It is.

13 JUDGE RENDAHL: Okay. Well, why don't we
14 put Four as a takeback with reference to Exhibit 943,
15 and then you all can let us know in briefing whether
16 it's acceptable or --

17 MS. SACILOTTO: Well, I would hope that we
18 could find out beforehand, because I don't want to
19 brief it if we're all okay. And I appreciate that
20 Ann needs some time to get back with her client, but
21 I'm wondering if we can, since we have, under your
22 ruling, Your Honor, five weeks before briefs are due,
23 maybe she can get back to us, you know, as soon as
24 possible and let us know. I really don't want to
25 have either of us go through unnecessary briefing.

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1 MS. HOPFENBECK: Don't worry. If I'm not
2 going to brief it, Kara, I'll let you do. No, I'll
3 let you know.
4 JUDGE RENDAHL: Are loops an issue in
5 Colorado, as well?
6 MS. LISTON: No.
7 MS. HOPFENBECK: No.
8 JUDGE RENDAHL: So is this being discussed
9 anywhere between now and then?
10 MS. LISTON: No.
11 MS. HOPFENBECK: No.
12 JUDGE RENDAHL: All right. Why don't you
13 let Ms. Sacilotto and all parties know, you know,
14 within the next week or so, once you have
15 confirmation.
16 MS. HOPFENBECK: I will.
17 JUDGE RENDAHL: Because you will not be
18 with the group for that much longer, as I recall.
19 MS. HOPFENBECK: I will let you know before
20 I leave.
21 MS. SACILOTTO: I was going to say, thank
22 you. I would appreciate it would be difficult to
23 recreate the wheel with Tom.
24 JUDGE RENDAHL: So that will be just a
25 takeback for now.

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1 MS. HOPFENBECK: But just to be clear,
2 Exhibit 943 is proposed by Qwest to resolve both
3 Issues Four and Five. From WorldCom's perspective,
4 the changes that Qwest has proposed to 9.2.2.3.2 do
5 resolve our concerns with respect to Number Five.

6 JUDGE RENDAHL: Right.

7 MS. HOPFENBECK: I am taking back whether
8 WorldCom Issue Four continues to be an issue with the
9 changes that Ms. Liston has proposed to 9.2.6.7,
10 9.2.6.8, with the explanation she's just given.

11 JUDGE RENDAHL: Okay. Thank you. Now, in
12 terms of other issues on Loop Issue 10, there was a
13 note about WorldCom/Qwest takeback on language for
14 Issue Two. Is that a misunderstanding on our part or
15 is that something that you all were continuing to
16 work on?

17 MS. HOPFENBECK: I thought that was Four.

18 MS. SACILOTTO: I only have that on Four,
19 Your Honor. That's what we've just been discussing.

20 JUDGE RENDAHL: Okay. So for purposes of
21 Two, that's an impasse?

22 MS. LISTON: Correct.

23 MS. DeCOOK: Yes.

24 JUDGE RENDAHL: Okay. And Three would be
25 at impasse?

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1 MS. LISTON: Correct.

2 JUDGE RENDAHL: Okay.

3 MS. DOBERNECK: Your Honor, just -- I'm
4 sorry. Just quickly, just to make sure Covad's
5 position is clear, on Four, which is 9.2.2.3.2, we
6 have the same issue and the same concern as AT&T,
7 which is that it resolves spectrum issue, but it may
8 be impacted by how the obligation to build and the
9 rejection where no facilities are available issue may
10 impact it down the road, so I just wanted our
11 position to be clear.

12 JUDGE RENDAHL: Okay. Thank you. And Mr.
13 Wilson.

14 MR. WILSON: Yes. We have started to
15 review the loop technical publication, new release of
16 Tech Pub 77384, issued June 2000, and I don't see on
17 the issues list an issue for tech pub. I think there
18 was kind of one part of Issue One, but we just closed
19 that.

20 And my concern, and why I bring it up now,
21 one of the issues that we're seeing in our initial
22 review is some pretty aggressive language on spectrum
23 management in the revised tech pub language that
24 would essentially give a Qwest technician the ability
25 or the right to disconnect CLEC service if they

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1 determined that a CLEC service is interfering with
2 other network services, and some other provisions on
3 spectrum management that causes a lot of concern.

4 That's just an example of some of the
5 things we're starting to see in the new revision, but
6 I thought I would bring it up here, since I had noted
7 the spectrum issue.

8 MS. DeCOOK: Well, and I think we had
9 talked about, generally, the issue about reviewing
10 the IRRG and the tech pubs, and I think we should
11 probably have a stand-alone issue for the tech pubs
12 and the IRRG. We have had one in other states, and I
13 believe it was reflected in subpart of Loop One, but
14 I don't really think that's the appropriate place for
15 it.

16 I think it should have its own issue,
17 because it crosses a number of different issues on
18 loops and we, I think, had filed -- submitted an
19 exhibit at the last workshop which identified at
20 least some of the issues that we had with the tech
21 pub at that point. It was AT&T 406. And since that
22 time, Qwest has published some additional revisions,
23 and I understand this is an ongoing process, so I
24 don't know that we'll be able to actually complete
25 our review until we get somewhere down the road.

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1 And it's actually going through CICMP to
2 some degree, but as I think many parties raised
3 yesterday, the people that are involved in CICMP are
4 operational types; they're not lawyers and people
5 that have knowledge about the 271 obligations, so it
6 will be something that will need to be revisited once
7 we get through all of the changes that have to be
8 made to loops, NIDs, et cetera.

9 JUDGE RENDAHL: I was going to ask you to
10 what extent this is being discussed in CICMP, and
11 that, not being as involved in the process as all of
12 you are, somehow it mushes up. But are these tech
13 pubs being reviewed in CICMP or is it the process
14 that's being reviewed in CICMP, as well?

15 MS. DeCOOK: Well, my understanding is that
16 the notification of changes to the IRRG and the tech
17 pub and product releases and things like that, that
18 notification is occurring through the CICMP process.
19 They're also -- at this point, I understand what the
20 CICMP process is going to do initially is to talk
21 about the process, the CICMP process, and figure out
22 what the appropriate process for that is.

23 I don't know what it's going to do after
24 that in terms of substance, but I think that the
25 difficulty is that we've been in these workshops for

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1 over a year and a half now talking about things that
2 we need to see revised in the tech pubs and the IRRG.
3 The people that are participating in CICMP are not up
4 to speed on those kind of things and couldn't keep up
5 to speed on those kind of things, because they're
6 actually implementing our business plan, so --

7 JUDGE RENDAHL: So your concern is how does
8 this Commission resolve the issues of inconsistencies
9 between the tech pubs and the SGAT?

10 MS. DeCOOK: Right.

11 MS. SACILOTTO: Well --

12 JUDGE RENDAHL: I think Mr. Viveros would
13 like to make a comment, Ms. Sacilotto, and then I
14 understand you probably would wish to, as well.

15 MS. SACILOTTO: Well, one of my comments
16 was going to be is Chris Viveros still there.

17 JUDGE RENDAHL: He's right there.

18 MS. SACILOTTO: Go on, Chris.

19 MR. VIVEROS: And I think we certainly are
20 in agreement to a certain degree. The notices of new
21 documentation in the PCAT, the replacement to the
22 IRRG and to technical publications, is going through
23 the CICMP process. That process is envisioned to not
24 just provide notification, but to also allow the
25 parties to raise issues or concerns with any type of

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1 product or process change that is being announced
2 through the forum.

3 And to the subpart of the question that was
4 asked, that process itself is going under
5 transformation through a collaborative effort of
6 interested CICMP participants and Qwest to really
7 take the existing process as it exists and the change
8 that was introduced last year, to expand it from a
9 systems oriented process to a more inclusive process
10 and systems process, and really redefine it using the
11 emerging guidelines out of the OBF for change
12 management and other change management processes
13 across the country as the guiding force.

14 I believe those meetings actually began in
15 earnest, full-day, lock-down type sessions last week.
16 And so in a number of weeks there should be, at the
17 very least, a framework that a subcommittee, if you
18 will, is going to be presenting to the broader CICMP
19 process. I think the most effective way to address
20 the issues that are being raised by AT&T is to ensure
21 that those concerns are accounted for in the revised
22 process.

23 I can appreciate that your operations
24 people don't always completely understand 271
25 obligations. However, counter to that, I think that

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1 there is a lot of good work and good decisions that
2 come out of having the operational people from our
3 multiple companies sit in a room and really hammer
4 out an issue, regardless of what the legal
5 requirement may be, the practical implications of
6 something and getting service actually provided to an
7 end user in most instances, at least in my mind,
8 would outweigh any technical deviations from a 271
9 obligation.

10 MS. SACILOTTO: I would just agree with Mr.
11 Viveros. You know, the technical publications are
12 intended to be for the operational folks. It's been
13 our position that CICMP was the appropriate place to
14 review them, not through these workshop processes.
15 And what we committed to do and what we've been doing
16 is having our operational people revise those
17 technical publications. Hence, we've had Mr. Orrel
18 and other people attending these workshops so that
19 they are familiar with what has occurred here, and
20 then the place that we can discuss this issue would
21 be through the CICMP process.

22 JUDGE RENDAHL: Ms. DeCook and Ms. Kilgore
23 and Mr. Zulevic.

24 MS. DeCOOK: A comment on that. You know,
25 it's all well and good to have operational people

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1 talk about these issues, but the problem that I see
2 is that we've been talking since Workshop One about
3 the need for the documents that are used by the field
4 to implement the SGAT to be consistent with the
5 agreements that are reflected in the SGATs, including
6 the obligations that the commissions ultimately
7 determine that Qwest has to revise that SGAT and
8 incorporate into that SGAT.

9 And what we're seeing is ongoing
10 inconsistencies with things that we've agreed to in
11 these workshops, provisions that have been ordered by
12 the Commission, and I think, you know, from our
13 perspective, it's not just a 271 issue; it's an
14 implementation issue. We're constantly encountering
15 situations where we believe we have an agreement
16 under our interconnection to do -- to get something,
17 and then we'll be confronted by an operational person
18 who says, no, that's not our understanding of what
19 you're entitled to, citing to documents, internal
20 documents of Qwest, as their basis for that.

21 And our effort, since Workshop One, has
22 been to sync up these documents that are used by the
23 people in the field so everybody understands what the
24 business rules are for implementing the SGAT and the
25 obligations of 271.

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1 And what I'm concerned about is that people
2 that are doing the CICMP process are not intimately
3 familiar with all of the agreements that have been
4 reached in these proceedings. And it's clear that
5 they're not, because it's not being reflected in
6 these revisions. So at some point, that sync-up has
7 to occur.

8 JUDGE RENDAHL: Thank you. Ms. Kilgore, do
9 you have anything additional?

10 MS. KILGORE: No, Becky got it.

11 JUDGE RENDAHL: Okay. Thank you. Mr.
12 Zulevic.

13 MR. ZULEVIC: I think she got most of what
14 I was going to say, as well, but, just briefly, you
15 know, this has been a major issue for us all along,
16 and it's trying to get what we've discussed here
17 worked out in the workshops in sync with all the
18 other documents that Qwest uses for its general
19 operational procedures. And this commitment has been
20 made by Qwest that they will do that using the CICMP
21 process. And as we have found out, the CICMP process
22 is in need of some significant repair before it's
23 capable of doing this.

24 I think it's critical that both of these
25 things happen, though, before we finish out this

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1 whole 271 process.

2 JUDGE RENDAHL: Okay. From Qwest.

3 MS. LISTON: Just one further note. One of
4 the things that we have instituted is an internal
5 review process, and it's been set up as a multi-prong
6 process whereby the witness is one of the people who
7 does the review. The review will involve the product
8 notifications, the PCAT, product description, it will
9 involve tech pub, and it will involve any of the
10 other supporting documentations.

11 Part of the process would be to do an
12 internal review between SGAT, PCAT, and our tech pubs
13 with overall review, with witness also being party to
14 that. As Chris mentioned a little while ago, we're
15 still working through some of the kinks to make sure,
16 you know, that we get everything worked out. But
17 that would be the overall review. And there are --
18 in addition to the witness, there are additional 271
19 people internally to Qwest that will be part of the
20 review and sign-off process. So we're trying to
21 build that in and tighten up the issue. We will --

22 JUDGE RENDAHL: Let's be off the record for
23 a moment.

24 (Recess taken.)

25 JUDGE RENDAHL: Let's be back on the

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1 record. Is this an issue -- I'm thinking back to our
2 discussion yesterday in the prehearing conference
3 about issues that remain to be resolved. Is this an
4 issue that the parties feel will be addressed or
5 should be addressed by this Commission under CICMP or
6 some other -- I think there was an issue of
7 compliance issues. I think, Ms. Hopfenbeck, you had
8 discussed that yesterday. I would like your thoughts
9 on that.

10 MS. HOPFENBECK: When I referenced
11 compliance issues yesterday, among the basket of
12 issues that fall within that are the modifications
13 that are being made to the tech pubs and to the PCAT
14 to conform to the agreements that have been reached
15 in this process, as well as to the decisions that are
16 coming out from commissions such as this one.

17 And basically, the way that process is
18 working is we have just begun to receive conforming
19 changes from Qwest. Those notifications began a week
20 ago last Friday, but that's the first time -- you
21 know, I think we've had four or five since then, and
22 each one of these notifications may have multiple
23 attachments. It's quite a job. But, yes, I mean,
24 that's one of the things that I think we need a forum
25 for, is that if we do find that there's not -- if

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1 we're not having conformity, they're not making
2 changes that we think are consistent with the
3 promises that were made here, we have to have a forum
4 to address that.

5 JUDGE RENDAHL: I guess my question to all
6 the parties, to Qwest and the CLECs, is is that
7 appropriately done in the CICMP process or is that
8 appropriately done here before the Commission?

9 MS. SACILOTTO: Having not been present at
10 the prehearing conference, I'm going to go out on a
11 limb and hope that I'm consistent with Mr. Crain, but
12 I would say, you know, these are the kind of issues
13 that should go to a CICMP process, as opposed to
14 before this Commission. I mean, that was what -- the
15 kind of thing that CICMP was developed for.

16 You know, a lot of this stuff needs to be
17 worked out between operational people, not among the
18 lawyers. It's odd that a Commission would be ruling
19 on a technical publication. It just doesn't seem
20 like the kind of thing that falls within their
21 bailiwick.

22 JUDGE RENDAHL: There are a lot of hands
23 here, so I'm going to go down the line, starting with
24 Ms. DeCook.

25 MS. DeCOOK: Thank you. It strikes me that

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1 these are issues that we have raised in this workshop
2 and have been presented to this Commission, and at
3 least part of it is, that has to be addressed, is has
4 Qwest conformed its SGAT to the Commission decision.
5 That's clearly an issue that comes within the
6 Commission's domain, it seems to me, and something
7 that should be ultimately addressed.

8 We have also raised the issue of tech pubs
9 and IRRG in this process, and we believe that we're
10 entitled to resolution of that issue in this process.
11 They may choose to try to do as much as they can
12 through the CICMP process, and I don't have any
13 objection to that, but it seems to me, as Ms.
14 Hopfenbeck said, we ultimately need a forum before
15 this Commission if it's not resolved through the
16 CICMP process and we still have issues about whether
17 it adequately reflects the agreements that were
18 reached between the parties in this process, then we
19 should have a forum in front of a commission to
20 address that issue.

21 JUDGE RENDAHL: Thank you. Ms. Kilgore, do
22 you have anything additional?

23 MS. KILGORE: I would just add to that that
24 Qwest has incorporated the terms of the PCAT and its
25 tech pubs into the SGAT. It makes specific reference

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1 to specific tech pubs when it talks about certain
2 issues. I know most about loops, and I know that the
3 loop tech pub has been specifically referenced. As
4 such, in my mind, it's incorporated by reference into
5 the SGAT, which makes it something appropriate for
6 review in this proceeding.

7 This is not new. Our original position was
8 that all terms and conditions relating to these
9 services should be incorporated into their SGAT and,
10 you know, they objected strenuously to that, so this
11 is where we are now. And as we're seeing them say
12 we've issued a new tech pub in compliance with
13 agreements that have been made in this process, and
14 then we review that publication and see that it's
15 still not -- it still does not reflect what's been
16 going on here, I think that that raises even further
17 our concern that this has to be dealt with now and
18 not outside this process.

19 MS. SACILOTTO: Well, I don't think there's
20 any disagreement on our part that if you believe that
21 there is something that's inconsistent in a tech
22 pub, that you can't raise that issue with Qwest.
23 We've just proposed that, rather than have lawyers
24 and people who go through these very technical
25 operational documents, that it be done through the

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1 CICMP process. And that's just -- what we're arguing
2 about now is not whether you can get review, but the
3 forum. Sorry, my phone's ringing.

4 MS. HOPFENBECK: Briefly, let me just add
5 that Ms. Sacilotto wasn't present during Workshop
6 Three, which is when this really came to a head and
7 when Ms. Nancy Lubamersky made the commitment in
8 Workshop Three that conforming changes would be made
9 to the tech pubs and the product notifications within
10 45 days of a commitment being made here. It was also
11 agreed at that time that those changes would be
12 circulated to the members of this group.

13 Now, all those changes are going through
14 CICMP, but CICMP is a body that stands independent,
15 from our perspective, of this process, to the extent
16 that it will exist into the future. CICMP is a
17 process that's designed to operate now and in the
18 future as a forum by which the CLECs can work through
19 changes.

20 We have a separate task here, and that is
21 to make sure that the 271 process, the actions that
22 they have to take to conform to meet their 271
23 obligations are being taken. That's the purpose for
24 which we want to review the tech pubs. That's a
25 different purpose than the review that goes on in the

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1 CICMP process itself. We don't have the people at
2 the CICMP meetings that are sitting here and have the
3 knowledge of what changes have to be made solely for
4 this purpose. They're there for another purpose.
5 They're requesting changes for their own reasons and
6 they're listening to Qwest's changes for their own
7 reasons, and that's to ensure that operationally we
8 can do business with Qwest. But it's different, so
9 that's why we need the forum here.

10 MS. SACILOTTO: Well, I hope --

11 JUDGE RENDAHL: Ms. Sacilotto, Ms.
12 Sacilotto, before you go on, I think Ms. Doberneck
13 had a comment, and then you can speak.

14 MS. DOBERNECK: I think Annie accurately
15 captured what I was going to say, and I would just
16 simply concur with AT&T and WorldCom as to the
17 necessity for bringing that back to the 271
18 proceedings.

19 JUDGE RENDAHL: Thank you. Go ahead, Ms.
20 Sacilotto.

21 MS. SACILOTTO: Well, it seems to me that,
22 to address the concerns that both Ms. Hopfenbeck and
23 Ms. Doberneck have said, is why we are sending these
24 things not just through the CICMP process, but also
25 to the 271 list. I mean, I would assume that if you

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1 were reading these things, that you will inform your
2 people with whom you work that there are things that
3 you view as inconsistent. Otherwise, there would
4 have been no point for us to be serving all of this
5 onto all of these 271 distribution lists. And Chris,
6 you know, pipe in any time.

7 JUDGE RENDAHL: Okay. All right. Go
8 ahead, Mr. Viveros, and then Ms. Doberneck.

9 MR. VIVEROS: I think you really hit it,
10 Kara. I mean, the concept was, and admittedly we
11 were certainly late in doing that, given our
12 association difficulties, was that in addition to
13 providing the information to CICMP, the intent was to
14 provide it to the parties on the docket service list.

15 I guess, from my perspective, I thought the
16 intent behind that was to the point there are
17 agreements that were made here in the workshops and
18 you needed to ensure that those agreements were
19 reflected in those documents. Where I guess our
20 understandings deviate are in what happens if, in
21 fact, you believe one of those documents is not
22 conforming. I believe our expectation was that that
23 would be an issue that would be raised in your
24 comments through the CICMP process with respect to,
25 wait a minute, we have an issue with this paragraph

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1 of your product catalog or with this entry in your
2 tech pub. It seems to be inconsistent with the
3 agreement you made in the Washington Loop Workshop.

4 If the issue is that you want to build a
5 complete and total segregation between the positions
6 your companies take in CICMP and ensuring that
7 compliance or questioning whether there's an issue of
8 noncompliance and we need a forum in addition to
9 CICMP to do that, I guess I'm struggling to come up
10 with a manageable process that involves the 14 state
11 commissions that are involved and whether or not
12 there isn't a means where that feedback can be
13 provided directly to Qwest as an adjunct to the CICMP
14 process to make sure we resolve those issues. And to
15 the extent we can't resolve the issues, follow our
16 dispute resolution process.

17 MS. SACILOTTO: I mean, I just find that
18 the concept of doing some set of changes in the CICMP
19 process and another set of changes in the 271 docket
20 as a complete undermining of really both proceedings.
21 It is the worst of both worlds. And we're going to
22 get whipsawed between the two different proceedings.
23 And I don't say this whipsawed like in a --
24 suggesting that, you know, intentionally. We're
25 going to -- it's going to be very difficult to sync

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1 the two processes up. So the idea was that we would
2 provide all of the documents through CICMP and we
3 provide all of the documents to the 271 people, but
4 have one forum for resolving the issues.

5 And you know, the CICMP process, as Ms.
6 Doberneck, or maybe it was Ms. Hopfenbeck, will live
7 on, but so will changes to tech pubs and product
8 catalogs as technology advances, as new equipment
9 comes online. So this docket will not always be open
10 to address those issues. The best, most rational way
11 to do this is to allow the CICMP process to perform
12 its function so that on a going forward basis it can
13 continue to perform that function long after this
14 docket is closed.

15 JUDGE RENDAHL: Okay. First Ms.
16 Doberneck, then Ms. Hopfenbeck, then Ms. DeCook, and
17 then I think we really need to end discussion on
18 this.

19 MS. DOBERNECK: First, as currently, as Mr.
20 Viveros stated, CICMP is going through a redesign.
21 We only have a promise of a process that in no way
22 guarantees the representations made in the 271
23 proceedings will actually be lived up to.

24 Second, to the extent representations were
25 made in the 271 proceedings and that those are going

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1 to be effectuated through CICMP, we are entitled to
2 bring that back in connection with the 271
3 proceedings, because they suppose -- the
4 representations were made to resolve issues to bring
5 Qwest into checklist compliance on whatever checklist
6 item we were talking about where it came up. So you
7 know, a representation is nothing without proof that
8 it's been effectuated, so I think we're entitled to
9 bring that back.

10 Finally, I am simply not willing to foist
11 upon the technical and operational people we have in
12 CICMP to act like lawyers and to make legal arguments
13 and to impose that burden on them. They have no idea
14 of what their rights are, they don't know what they
15 can assert with regard to Qwest, and they have
16 absolutely no knowledge or history of the
17 representations that were made in the 271 process.

18 And so for purposes of continuity and
19 consistency, for example, on Covad's behalf and the
20 positions we've pushed for, it really has to come
21 back, when we're talking about 271 representations,
22 to these proceedings.

23 JUDGE RENDAHL: Okay. Ms. Hopfenbeck, then
24 Ms. DeCook.

25 MS. HOPFENBECK: Ms. Doberneck said it all.

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1 JUDGE RENDAHL: Okay. Ms. DeCook.

2 MS. DeCOOK: Just very briefly, we --
3 CICMP, as currently devised -- the process hasn't
4 been changed, but as currently devised, it would
5 allow Qwest ultimate discretion as to what they do
6 with the tech pubs or IRRG. We could raise our
7 issues, but it's up to them whether they change
8 anything at all.

9 That may change as part of the discussions
10 that occur on a going forward basis, but I think that
11 exemplifies why we're not yet willing to use the
12 CICMP process as a surrogate. At this point, it
13 doesn't provide us with an ultimate Commission review
14 as to whether the changes Qwest has made are
15 consistent with the order, are consistent with the
16 agreements, are consistent with 271 obligations. I
17 think that that has to be done in front of the
18 Commission.

19 And we certainly don't want to take all
20 these issues to a dispute resolution process. That's
21 going to take forever. So you know, I am extremely
22 troubled by the angle that Qwest is taking on this.
23 I think it's attempting to divert all of these issues
24 to the CICMP process, rather than the 271 review. I
25 think that's inappropriate.

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1 JUDGE RENDAHL: Thank you. Ms. Strain.

2 MS. STRAIN: I just have a question about
3 how would you want the 271 process to address the
4 issue that concerns you -- I guess I'm talking to the
5 CLECs here -- about the tech pubs not being
6 consistent with either your interconnection
7 agreements or the SGAT, in terms of the legal
8 obligations? What is it you're looking for the 271
9 process to give you when -- you know, before this
10 docket closes? I guess, you know, I'm hearing that
11 -- well, that's just my question, so --

12 MS. DOBERNECK: I'll give a quick response.
13 Methods of procedure. Mr. Zulevic testified about
14 methods of procedure that impose additional
15 obligations on Covad in connection with receiving
16 collocation space. The representation was made that,
17 okay, we'll run the methods of procedure through
18 CICMP to make sure that no additional obligations are
19 imposed on any CLEC in connection with collocation
20 over and above what's in the interconnection
21 agreement or the SGAT.

22 And so what I envision is it's those kinds
23 of representations, you know, when the documents are
24 run through CICMP, when we have the opportunity to
25 measure them up, and if that representation that was

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1 made, to make the agreements consistent, say, with
2 methods of procedure and it didn't happen or we
3 dispute that it's consistent with the representation
4 that was made, that's what we would bring forward to
5 the Commission, is the fact that we don't believe the
6 representation was satisfied.

7 I'm not anticipating that we would ask the
8 Commission, for example, to resolve a specific
9 technical issue. Just simply, yes, it's consistent,
10 no, it's not, go back and fix it.

11 MS. STRAIN: Are you looking for something
12 to come out of this docket that would establish a
13 procedure that you would use on an ongoing basis or
14 would you be -- I guess that's what I'm asking about,
15 is are you saying that, you know, what will come out
16 of this proceeding will be either you comply or you
17 don't comply.

18 I guess what I'm wondering is are you
19 looking for the Commission here to decide on what the
20 right method is that you all should be using in order
21 to resolve any kind of disputes that come up about
22 the consistency of tech pubs and SGAT and/or
23 interconnection agreements, or is the proper forum
24 for that to bring arbitration proceedings before the
25 Commission under your interconnection agreements or

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1 are you looking for a different process to be
2 established?

3 MS. DOBERNECK: Two things. First, for
4 representations that were made to bring Qwest in
5 checklist compliance, I would expect the Commission
6 to render a decision as to whether that happened.

7 Second, CICMP is going through a redesign
8 process, and it's our hope that the redesign process
9 would result in a CICMP process -- I'm saying that
10 word a lot -- but that will ensure, on a going
11 forward basis and in the future, that we won't have
12 to bring this kind of stuff to the Commission, that
13 the CICMP itself will be a self-contained unit that
14 will provide CLECs their rights -- protect our rights
15 and obligations, including a dispute resolution
16 contained within that proceeding itself.

17 So I see it as being a completely
18 self-contained process that, you know, knock on wood,
19 will keep the Commission out of having to go back to
20 those issues. So my answer's two parts.

21 JUDGE RENDAHL: Ms. Liston, and then Ms.
22 DeCook.

23 MS. LISTON: I guess, Your Honor, where I'm
24 a little concerned and baffled right now is we've
25 just spent quite a bit of time in the loop workshop

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1 talking about these issues that really are
2 predominantly CICMP issues. My understanding is when
3 we refer to these issues, we talked about referring
4 CICMP to general terms and conditions, and that there
5 was forums to discuss that.

6 So I'm a little concerned that we've now
7 spent quite a bit of the loop workshop talking about
8 CICMP issues with not necessarily all the correct
9 players at the table to discuss the CICMP issues.

10 JUDGE RENDAHL: Well, I think it came up
11 maybe not intentionally today, and CICMP was deferred
12 to general terms and conditions, but was then also
13 taken off the table in general terms and conditions
14 and I guess is still under discussion. So there
15 really hasn't been much discussion. So to the extent
16 it inadvertently came up today, I don't think that
17 was necessarily in anyone's plans.

18 So Ms. DeCook -- but I think we really
19 should move off of this issue for now in the hopes
20 that in the discussions that are ensuing under CICMP,
21 that the parties will continue this discussion. And
22 let's finish up Ms. DeCook, and then we need to take
23 a break. When we're off the record, we can discuss
24 this further. Ms. DeCook.

25 MS. DeCOOK: Very briefly, just to respond

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1 to Ms. Strain's questions. I think there's two
2 separate issues regarding CICMP. One is the process.
3 And as you just indicated, Judge, the CICMP process
4 was objected to by the CLECs, taken off the table.
5 They're in discussions about the process, and if they
6 can resolve issues, then fine. If there's still
7 concerns about the CICMP process, I think that may
8 come back to the Commission.

9 A totally separate issue is the issue of
10 all the substance that we've talked about here that
11 has been deferred to the CICMP process. Those are
12 not CICMP issues. Those are substantive loop, UNE,
13 you know, whatever the checklist item is, those are
14 substantive issues regarding that checklist and
15 whether, not only the SGAT, but all of the field
16 documents are consistent with what Qwest has agreed
17 to or what's been ordered. That's a completely
18 different issue, and I think all we're asking for is
19 that, to the extent that those don't all get synced
20 up through the CICMP process, that we have some forum
21 to bring that back to you before 271 goes away. So
22 that's our only issue on the substance.

23 MS. SACILOTTO: Well, just to hopefully
24 finally close the loop, I would agree with what --
25 obviously, with what my own witness said regarding,

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1 you know, if we're going to have a substantive
2 discussion about CICMP, then we need to have the
3 CICMP players here. But what I'm hearing is a
4 request for duplicative kinds of proceedings.

5 And you know, the idea was to have the
6 legal requirements addressed by the Commission and by
7 the participants here in these workshops and the
8 operational issues and those kinds of things put to
9 the CICMP process, and if we're going -- this docket
10 is not going to be open forever and can't address
11 every piece of paper that's generated in a pretty
12 complex industry, and so there has to be someplace
13 where this Commission draws the line. And we believe
14 that we are drawing the line appropriately by
15 incorporating our legal commitment in the SGAT, which
16 everybody sees as we file these red-line versions of
17 them and compliance versions of them, as well as
18 sending product notifications and technical pubs and
19 all of that stuff to the people who requested it from
20 these workshops.

21 JUDGE RENDAHL: Okay. I really do think
22 we've had enough discussion on this. And to the
23 extent that the parties are at impasse in terms of
24 the process, I think that's clearly reflected. And
25 whether that is briefed in this, I'm not sure we're

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1 briefing it in this workshop. What I would consider
2 is that the discussion that we've had here really
3 ties into what's discussed in the prehearing
4 conference and what should occur in the future. And
5 so I will consider the discussion here as a part of
6 the discussion on future process. So do not, please,
7 brief this issue for this workshop. Okay. Let's be
8 off the record.

9 (Recess taken.)

10 JUDGE RENDAHL: Let's be on the record.
11 Starting with Loop Issue 11, is there an issue, Ms.
12 Doberneck?

13 MS. DOBERNECK: No, not an issue, but I
14 would just like to add, Mr. Zulevic brought this up
15 into the --

16 JUDGE RENDAHL: Please talk into the mic.
17 Thanks.

18 MS. DOBERNECK: Mr. Zulevic brought this up
19 in the line sharing context, but I'd also like to
20 note that with respect to Loop 11-G, which is the
21 interval for loop conditioning, we'd just simply
22 refer the Commission to the Texas arbitration
23 decision, in which the Texas Commission set a 10-day
24 interval for conditioning, or conditioned line-shared
25 loops. And while we're still advocating for five

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1 days, we at least think it supports the proposition
2 that the conditioning interval should be less than
3 15.

4 MS. LISTON: The only thing that Qwest has
5 to add to that, and I'd have to go back and look,
6 like I said earlier, I have not read the Texas
7 decision, but I believe that Texas was one of the
8 states that did conditioning outside of the
9 provisioning interval, and I don't know if it's 10
10 days, plus their five for service installation, so
11 that's one of the things that I want to go back and
12 check.

13 MS. SACILOTTO: And we would just point the
14 Commission to the other evidence we've submitted that
15 suggests that -- or that demonstrates that other BOCs
16 are doing it on an ICB basis, not even within any
17 kind of provisioning interval.

18 JUDGE RENDAHL: Okay. Ms. Doberneck, do
19 you have a page cite to that, or do you have a full
20 cite? I think we had a full cite initially, but can
21 you repeat that?

22 MS. DOBERNECK: I will pull it up and
23 provide it to you before we leave today.

24 JUDGE RENDAHL: Okay. Thank you. But I
25 mean, do you have a page cite on this one?

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1 MS. DOBERNECK: I will.
2 JUDGE RENDAHL: Oh, okay.
3 MS. DOBERNECK: Just not at the moment.
4 JUDGE RENDAHL: You will, okay. Thank you.
5 So anything else on Issue 11?
6 MS. DOBERNECK: Page 125 for that specific
7 cite.
8 JUDGE RENDAHL: Thank you. We did change
9 Issue 1-K from closed to impasse, because we closed
10 Loop Issue 1-A. That was my understanding. But
11 other than that, is there anything else on 11? Okay.
12 Twelve?
13 MS. DeCOOK: Nothing new.
14 JUDGE RENDAHL: Thirteen?
15 MS. LISTON: Thirteen. Qwest does have new
16 SGAT language.
17 JUDGE RENDAHL: Has that already been
18 circulated?
19 MS. LISTON: I don't think it has been
20 circulated. Joanne, did you circulate that before?
21 This is the one that's 9.2.2.10. Might as well hand
22 them both out.
23 JUDGE RENDAHL: Okay. This is 9.2.2.10?
24 MS. LISTON: That's the first SGAT section
25 on the top of this page. There's several different

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1 SGAT sections. While that's being passed out, I'll
2 just give a little bit of information. The loop plus
3 multiplexing issue, we've discussed it in this
4 workshop a little bit, we've gone through several
5 pieces of working towards loop plus MUX. On Friday,
6 July the 27th, the loop MUX CICMP notification was
7 distributed to the parties, and the notification
8 included service availability, product description,
9 and basically the ordering process. And the product
10 catalog, the PCAT description of the loop plus MUX
11 was also included.

12 In Oregon, we did address the loop plus MUX
13 SGAT language, although I don't know if we ever
14 completely got all of it on the record in Oregon.
15 What we've done is brought that language forward here
16 to Washington in hopes that we can close this issue
17 regarding loop plus MUX. Basically, what we had to
18 do in the SGAT section was to make some changes to
19 point it to the EEL portion of the SGAT. The
20 original SGAT language is pointed to UDIT, and that
21 was incorrect, so we've made some modifications so
22 that it's pointing to the correct SGAT sections.

23 JUDGE RENDAHL: Okay. I have marked what
24 starts as SGAT Sections 9.2.2.10 and various ones as
25 Exhibit 944, and 9.1.13 as 945. All right. Response

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1 to Ms. Liston's discussion?

2 MR. KOPTA: This is Greg Kopta. Qwest was
3 kind enough to fax me this proposed language, and
4 I've been taking a look at it. I think this
5 certainly goes a long way toward addressing the
6 concerns that we had about -- from a practical
7 perspective, how we can get loop MUX combinations and
8 the applicable rates, terms, and conditions.

9 I think one of the questions that I have is
10 with Section 9.2.2.10 in Exhibit 944, and the last
11 sentence that's added, I certainly don't have a
12 problem with that concept, but given that it is in
13 the context of multiplexing, I'm wondering whether we
14 should make it clear that it doesn't apply to
15 conversions to unbundled loop with multiplexing.

16 JUDGE RENDAHL: Did you understand that,
17 Ms. Liston?

18 MS. LISTON: And Greg, I know that this was
19 -- the request that we had received after Oregon was
20 to take this last section that was in 9.2.4.6 and to
21 duplicate it into the, you know, 9.2.2.10, because
22 they want -- my understanding was that you wanted to
23 make sure that, in the description with multiplexing,
24 we did say that it wasn't going to be under the local
25 use restrictions. So that was, you know, based on

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1 our discussion from Oregon that we added that in. So
2 I'm not exactly sure what it is that you're proposing
3 that we need to do differently.

4 MS. SACILOTTO: To clarify, Greg, since I'm
5 not there, I have access to my e-mail, and I have --
6 I don't know if she goes by Lisa or Lise Straub's
7 (phonetic) e-mail, and this was the language she had
8 wanted that she sent to Chuck, and that's what we put
9 in.

10 MR. KOPTA: Okay. And I don't have a
11 problem with the sentence as it is, except that once
12 you take it out of the context of 9.2.4.6, you lose
13 the qualifier that it's with or without multiplexing.
14 So I would just suggest, at the end of that sentence,
15 you add "with or without multiplexing."

16 JUDGE RENDAHL: Is that something that
17 Qwest can live with?

18 MS. LISTON: That's fine.

19 JUDGE RENDAHL: Okay. So Mr. Kopta, you
20 can agree with the language with that change in
21 Exhibit 944?

22 MR. KOPTA: Well, I can agree with the
23 language in Section 9.2.2.10. I have a couple of
24 concerns about 9.2.4.6. If you will look at the
25 issues list, there's not only the concern about loop

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1 plus multiplexing, but also conversions of special
2 access to loops with or without multiplexing, and I
3 think 9.2.4.6 is the point at which the SGAT
4 addresses that particular issue, but there are a
5 couple of issues that are not addressed, and one of
6 them is whether the nonrecurring charge for that
7 conversion will be set out in Exhibit A or will be
8 the same as the NRC for EELs.

9 MS. SACILOTTO: Greg, what -- I'm not quite
10 following. Will the nonrecurring charge be the
11 nonrecurring charge for EELs, or will it be the
12 nonrecurring charge for something else, and what
13 would be that something else?

14 MR. KOPTA: Well, it's not clear to me from
15 the language here what the nonrecurring charge would
16 be for converting a special access circuit to a loop
17 with or without multiplexing, as opposed to
18 conversion to an EEL. And because this does not
19 cross-reference a specific rate in Exhibit A, which
20 was the price list, then my question is does Qwest --
21 would Qwest be proposing that the rate would be the
22 same as the conversion from a special access to EEL,
23 and if so, can we just include that in the language
24 of this section?

25 MS. LISTON: And I think -- and I'd have to

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1 double check this, but I think if you look up at the
2 9.2.2.10, we do say that it's going to apply under
3 the rates, terms, and conditions for multiplexing of
4 enhanced EELs. So 9.2.2.10 addresses that. And
5 then, if you look at 9.23.3.9.3, we've made changes
6 to the EEL multiplexing to say that the recurring and
7 nonrecurring charges are in Exhibit A, and that there
8 are -- and that EEL multiplexing could be also
9 purchased in conjunction with an unbundled loop. So
10 I think that we've addressed that issue in places
11 other than 9.2.4.6.

12 MR. KOPTA: I don't have a problem with
13 addressing it in those places, but as I look at the
14 language, it's talking about ordering them. And I'm
15 not sure that ordering is necessarily synonymous with
16 converting existing circuits. So you know, the other
17 alternative might be, in 9.2.2.10, to specifically
18 say that -- or make a notation in there somehow that
19 ordering also includes converting, and that would
20 address the concerns that we have in terms of what
21 rates, terms and conditions apply to converting a
22 special access circuit to loops, as well as to EELs.

23 MS. SACILOTTO: Well, I don't know that
24 this addresses your concern, Greg, but in the second
25 line, it does say that CLEC may order multiplexing

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1 for unbundled loops under the rates -- under the
2 rates, terms, and conditions for multiplexing of
3 EELs. It doesn't just say you order it under that;
4 it talks about the rates, terms and conditions.

5 MR. KOPTA: No, and I agree that that
6 addresses the issue of ordering it, but when I'm
7 thinking of ordering, I usually think of that in
8 terms of ordering a new circuit, not converting an
9 existing circuit from a private line service to an
10 unbundled loop.

11 MS. LISTON: And I think, when we look at
12 ordering, it's any request that comes in to Qwest --
13 any request that Qwest receives from a CLEC. It
14 could be a conversion, it could be a new connect, it
15 could be a change. You know, there's multiple kinds
16 of orders that you place. Conversions are one of the
17 types of orders, you know, new connect is another
18 type of order. So I think that -- I think it's just
19 language.

20 MR. KOPTA: I agree. And I just want to
21 make it clear that ordering does include conversion.
22 I mean, it's kind of a unique issue, just because of
23 the FCC requirements.

24 MS. SACILOTTO: Yeah.

25 MR. KOPTA: And it applies really pretty

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1 much only to EELs and loops, and so I just want to
2 make sure that there isn't any question that when
3 we're talking about ordering conversions and -- so my
4 concern is only to make absolutely clear that there
5 isn't any disconnect in terms of people's
6 understanding that are looking at this agreement
7 after we're not in the picture.

8 MS. LISTON: What if we -- I mean, we could
9 put the same language, I guess, into 9.2.4.6 about
10 the, you know, making the reference back to the EEL
11 section of the SGAT.

12 MR. KOPTA: That would be great if you
13 would do that, because I think that would make it
14 clearer.

15 JUDGE RENDAHL: So is there language that
16 the parties are going to work on offline or try to do
17 something right now?

18 MR. KOPTA: Well, I think what we could do
19 is just take the second sentence in 9.2.2.10, and
20 move it into 9.2.4.6, and the only thing we would
21 have to change is maybe replace the word "order" in
22 that sentence in 9.2.2.10 with "convert" when we move
23 it to 9.2.4.6.

24 MS. DeCOOK: Do you mean replicate it in
25 9.2.4.6, also leaving it in 9.2.2.10 as is?

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1 MR. KOPTA: Yes.

2 MS. DeCOOK: Okay.

3 MS. SACILOTTO: Can we take that -- let's
4 take that under speedy consideration.

5 MR. KOPTA: Sure. That's fine.

6 MS. SACILOTTO: Okay. Because I want to
7 make sure that we run this by Ms. Stewart.

8 JUDGE RENDAHL: Okay. Now, even if the
9 parties agree to that language on 944, it still looks
10 like there's an open issue concerning Qwest providing
11 the product notification documents to XO and ELI.

12 MS. SACILOTTO: Jean, can you update on the
13 notices that went out?

14 MS. LISTON: Yeah, the notice went out to
15 the parties on Friday, the 27th of July, so Qwest has
16 provided a product notification through the CICMP
17 process.

18 MR. KOPTA: Well, I did get a copy of the
19 notice of the loop plus multiplexing product, along
20 with some other notices that were sent out on the
21 27th. I've looked at those quickly, as well as
22 looking at the references on Qwest's Web site for
23 those particular products.

24 And I think, with the changes in the SGAT,
25 the only issue that I really have with what Qwest has

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1 sent out by way of notification and what it's set up
2 on its Web site is that on the Web site, when we're
3 talking about -- or when Qwest is talking about
4 converting existing private line or special access
5 circuits to this new loop plus multiplexing
6 combination, there's a prequalification process that
7 has response intervals for, depending on the number
8 of circuits, for one to 28 circuits, the response
9 interval is nine business days; for 21 to 60
10 circuits, the response interval is six business days;
11 for 61 to 99 circuits, it's seven business days; and
12 100 or more, it's negotiated with the Qwest service
13 manager. And I don't remember this being part of
14 Exhibit C that had the other intervals in it, nor do
15 I remember this being a part of the discussion of
16 conversion of EELs, and so I wanted to question
17 whether this is something new or whether it's
18 something in the SGAT that I've simply missed.

19 JUDGE RENDAHL: Ms. Liston or Mr. Viveros?

20 MS. LISTON: I don't remember seeing the
21 loop plus MUX intervals in Exhibit C, either. I know
22 that Ms. Stewart was addressing many of the intervals
23 with EELs and we were looking at the loop plus MUX
24 issues with the deployment of some of the EEL issues.
25 And I don't -- I don't know if there was discussion

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1 regarding intervals when she had those discussions
2 under the EEL umbrella. So unfortunately, I can't
3 respond to that question.

4 JUDGE RENDAHL: Mr. Kopta, do you think --
5 is it -- I'm just trying to get a sense of where we
6 are on this section. Do you think that the intervals
7 -- A, do you think the intervals should be in Exhibit
8 C, and B, even if they are in Exhibit C, are they
9 acceptable to XO and ELI?

10 MR. KOPTA: Well, I can answer A better
11 than I can answer B. A, I think if we're going to be
12 establishing intervals, that they ought to be part of
13 the SGAT. Now, this is a narrow -- again, the same
14 narrow issue of intervals for conversion of existing
15 circuits to unbundled elements in combination or
16 alone. So it's a little bit different than the
17 provisioning intervals that are in Exhibit C, but
18 that wouldn't preclude this from being included in
19 Exhibit C, because I think that's kind of the place
20 where it would be in the SGAT.

21 But apropos of some of the discussions that
22 we've had earlier, not only today, but also in other
23 workshops, our preference would certainly be to have
24 information like that included in the SGAT, not just
25 simply left in a product catalog, a PCAT, for

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1 revision by Qwest whenever it feels like doing that,
2 whether that's through the CICMP process or some
3 other fashion.

4 JUDGE RENDAHL: Ms. Liston, can Qwest agree
5 to putting intervals in Exhibit C?

6 MS. LISTON: Yes, we can.

7 JUDGE RENDAHL: Okay. And then that leaves
8 the issue of whether the intervals are acceptable.
9 Is that something that, at this point, you'll have to
10 take as a takeback, Mr. Kopta?

11 MR. KOPTA: I think so. And certainly
12 we're willing to have some more discussions with
13 Qwest about whether, you know, this is the be-all and
14 end-all in terms of the amount of time that it takes
15 from receiving the order to the actual conversion of
16 the circuits and when the price change will be
17 effective and that sort of thing.

18 I think all of those factors will go into
19 whether or not this is a reasonable interval. And as
20 I say, you know, we can discuss that with Qwest in
21 terms of what their proposal is and let the
22 Commission know what the ultimate resolution of that
23 discussion is.

24 JUDGE RENDAHL: Okay. So at this point, we
25 have a takeback for XO and ELI on the intervals, an

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1 agreement by Qwest to put the intervals in Exhibit C,
2 and an agreement that the language in Exhibit 944 is
3 acceptable. Is there anything more we need to do
4 with Loop 13?

5 MR. KOPTA: Just the one provisional point
6 on the language in 944, that Qwest was going to take
7 a quick check on the last revision that we were
8 discussing.

9 MS. SACILOTTO: Thank you, Greg.

10 JUDGE RENDAHL: Okay.

11 MS. LISTON: As a possibility, Chris just
12 sketched out some writing. See, maybe this will
13 work. Instead of doing it in 9.2.4.6, go back to
14 9.2.2.10. And after "CLEC may order multiplexing,"
15 just add "including conversion from special access or
16 private line circuits," and then go on for unbundled
17 loops. So just add the conversion right into
18 9.2.2.10.

19 JUDGE RENDAHL: Does that work for you, Mr.
20 Kopta?

21 MR. KOPTA: I think so. The only
22 hesitation that I have is that this is specific to
23 multiplexing, and so it sort of, at least
24 theoretically, leaves open the issue of if you're
25 just converting an unbundled loop without

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1 multiplexing, but I'm not sufficiently concerned, I
2 guess, about that theoretical possibility. As long
3 as we have some language in there that clarifies that
4 particular issue, I think I'm all right with it.

5 JUDGE RENDAHL: Okay. Well, why doesn't
6 Qwest make the changes to 9.2.2.10 that were
7 discussed here, forward them to Mr. Kopta and the
8 other parties, and the section will be a takeback for
9 XO and Qwest, and hopefully you can resolve any
10 issues between now and briefing. And if it remains
11 an impasse issue, please let us know.

12 MS. LISTON: Okay. We will make one other
13 correction to that section, on 9.2.2.10. And the
14 cross-reference section should say, in Section
15 9.23.3.9. We have a typo in the exhibit.

16 MS. SACILOTTO: Jean, is this fourth line
17 from the bottom?

18 MS. LISTON: Correct.

19 MS. SACILOTTO: Yeah, we'll work offline
20 with Mr. Kopta and we will check with Ms. Stewart to
21 make sure this is okay. And hopefully, it will be
22 sufficient if we report back to the Commission via an
23 e-mail?

24 JUDGE RENDAHL: Yes.

25 MR. KOPTA: That works for us. Thank you.

05671

1 JUDGE RENDAHL: Okay. Anything on 14, 15,
2 16?
3 MS. HOPFENBECK: Closed.
4 JUDGE RENDAHL: Closed?
5 MS. HOPFENBECK: Well, at least A, closed.
6 JUDGE RENDAHL: A is closed, okay. B?
7 MS. LISTON: B, we had a -- Qwest had a
8 takeback to check on number portability and loop
9 qualification. I have been advised that, currently,
10 both the wholesale and retail, if a customer has a
11 ported telephone number, that information is not
12 accessible through a qualification, and that is both
13 on retail and wholesale. Our systems people have
14 been advised of this. There is not a system fix
15 that's scheduled right now. They're looking at
16 trying to see if they can get something scheduled,
17 but we are aware that the problem is there, and it is
18 a problem that is applicable both to wholesale and
19 retail.
20 JUDGE RENDAHL: Any comment, Ms. Kilgore?
21 MS. KILGORE: Just to clarify, Jean, are
22 you talking about all ported numbers or just numbers
23 that are geographically ported from one CO to
24 another?
25 MR. VIVEROS: It's the latter. I mean, the

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1 investigation was around the specific scenario that
2 Mr. Sekich raised. And when a Qwest retail customer
3 moves and wants to retain their number and we port it
4 via geographic porting, the service at the new
5 location with the non-native number for that switch
6 is then not available in the loop qualification
7 database. And we had offline discussions around what
8 might be driving that.

9 What Ms. Liston explained is correct, and
10 that was information that we supplied offline to Mr.
11 Sekich at the last workshop, at the first workshop.
12 As Ms. Liston indicated, our systems organization is
13 aware of the issue and are working to eliminate that
14 limitation. We just don't have a date for when that
15 might occur. That is specific to the scenario of a
16 retail customer who is retaining Qwest as their
17 service provider porting.

18 JUDGE RENDAHL: Okay. Does that address
19 your concern, Ms. Kilgore?

20 MS. KILGORE: I think it does. Is there a
21 way -- does this mean that that information, the loop
22 qualification information, is not available in the
23 database, period, or is there a way to manually push
24 this so that we can get that information for that
25 line?

05673

1 MR. VIVEROS: Well, the limitation has to
2 do with the fact that the number is non-native for
3 that wire center. I shouldn't say for the wire
4 center. For that switch. So it's not there. And
5 that is what precludes us, on a retail basis, from
6 being able to qualify a customer for DSL at their new
7 location. They are looking at how they might be able
8 to associate the loop makeup for that service with
9 the non-native number and have it readily available
10 in the loop qualification database.

11 JUDGE RENDAHL: Mr. Zulevic.

12 MR. ZULEVIC: This would also apply to a
13 case where we may be wanting to provide DSL services
14 to a ported number, as well as if Qwest were -- you
15 know, it's not just restricted to when Qwest is the
16 underlying provider of DSL through Megabit; it would
17 be any time it's a ported number, geographically.

18 It is possible, however, to do a manual
19 loop qual, would it not, to be able to physically
20 test an individual loop, not using the MLT, and
21 determine whether or not it has the proper
22 characteristics to provide DSL service?

23 MR. VIVEROS: It's certainly possible, on a
24 manual basis, to have, you know, someone go in and
25 locate source records for that non-native telephone

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1 number and manually transcribe the loop makeup and
2 provide it to a CLEC.

3 MS. LISTON: The other alternative that's
4 available to the CLECs is that, like we've said
5 before, if they place the order, we will go through
6 the qualification process and look for facilities
7 that would meet their request. So even though -- I
8 mean, other jurisdictions, I mean, other companies
9 have a 72-hour manual pre-survey option, Qwest does
10 not have that in place. However, we would accept the
11 order and do a manual verification that includes
12 overall assignment, and if we do find anything that
13 works, we will go ahead then and notify the CLEC that
14 it does meet qualifications and we can place the
15 order and it will move ahead within the five-day
16 interval.

17 MR. ZULEVIC: Would there be a charge for
18 that type of a manual qualification?

19 MS. LISTON: No, because that's the basic
20 process associated with your ordering and your loop
21 assignments to begin with. So it would be you place
22 the order and, you know, we do a 72-hour FOC on it.
23 If we find valid facilities that are going to work,
24 we'll provision it and keep going and you'll get the
25 five-day interval. So we won't preclude you because

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1 you can't do a loop qualification.

2 JUDGE RENDAHL: Ms. Doberneck.

3 MS. DOBERNECK: I want to make sure I
4 understand. When you say you'll look for their
5 facilities, are you talking about an entirely
6 separate copper loop? Because what I was thinking of
7 is we're talking HUNE for line sharing. You're
8 talking about a stand-alone UNE loop that would be
9 capable of supporting DSL? I want to make sure I
10 understand what would be available to us.

11 MS. LISTON: Thank you for doing that,
12 because I was wearing my loop hat when I answered
13 that question. Funny that we're discussing loop
14 issues and I'd be discussing loops. Go figure. I
15 was strictly thinking of an unbundled loop when I
16 answered that question. I was not thinking a line
17 sharing order.

18 MS. DOBERNECK: Okay.

19 MS. LISTON: And I'm not sure, on the line
20 sharing order, how that would work.

21 MS. DOBERNECK: I thought Mr. Viveros said
22 there could be sort of a manual work around to
23 determine line sharing capability. I just -- that's
24 what I thought I heard you say, but I just want to be
25 clear.

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1 MR. VIVEROS: Hopefully what I said was it
2 was possible that you could manually perform an
3 extract of the loop makeup information out of
4 databases other than the loop qualification database,
5 specifically in a line sharing scenario, where it's
6 not part of the normal process to conduct a line and
7 station transfer to effect access. If you submitted
8 a request for line sharing across an existing retail
9 service that had been geographically ported, subject
10 to check, I think we might have some difficulties in
11 the service center being able to determine whether to
12 issue the service order or whether to deny the
13 request based on lack of available facilities.

14 Unlike the loop process, which accounts for
15 finding additional facilities, the normal flow for
16 line sharing is looking to use the existing
17 facilities and simply provide access to the HUNE.

18 JUDGE RENDAHL: Ms. DeCook, do you have a
19 question?

20 MS. DeCOOK: No, actually, my suggestion is
21 that I --

22 MS. SACILOTTO: I'm sorry, I can't hear Ms.
23 DeCook.

24 MS. DeCOOK: Sorry, I forgot to turn on.
25 My suggestion is I feel a little uncomfortable

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1 closing this issue yet, but I think we may be able to
2 talk through this issue more offline and reach some
3 resolution of it. I think I would like to ask some
4 more questions, but I don't want to take time here to
5 do that. So my suggestion is that we leave it open
6 for now and we engage in some further discussions and
7 then we can report back if we've come up with some
8 resolution.

9 JUDGE RENDAHL: That's acceptable. Is that
10 acceptable to Qwest?

11 MS. SACILOTTO: I don't know. Is that
12 acceptable to Qwest?

13 MR. VIVEROS: Well, let's make sure we
14 understand. Becky, are you suggesting that we, like
15 we've done often in the past, identify this as an
16 impasse issue to be briefed if, in fact, we can't
17 come to resolution before the briefs are due?

18 MS. DeCOOK: I guess we can do that. I
19 mean, I don't feel like I know enough about this
20 issue to create a record on it without taking a lot
21 of time.

22 MS. SACILOTTO: Well, I don't know how
23 we're going to create a record, other than doing it
24 now. That's my concern. I mean, I'm happy to engage
25 in a -- I'm just wondering what's going to happen if

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1 we don't come to resolution, sort of along the lines
2 of what Chris is asking.

3 MS. DeCOOK: Yeah, I just don't feel
4 comfortable that we know if, for example, we can even
5 tell if it's a customer that might be affected by
6 this, if we're going to know when we go into the loop
7 qual tool what kind of response we're going to get,
8 and I don't know how this -- I don't understand how
9 this is going to work in a line sharing environment.
10 I don't understand how we're going -- I think we
11 ought to have a manual work around until the fix is
12 put in place, and I think that ought to be spelled
13 out.

14 And I think we could work some of these
15 issues offline, but I think it's going to be a
16 time-consuming discussion to do that now. And I'm
17 not sure I could -- since I'm not the technical
18 person, I'm not sure I could even close it right now.

19 MR. SACILOTTO: Did Ken leave?

20 JUDGE RENDAHL: Mr. Wilson is here.

21 MS. LISTON: Mr. Wilson is here.

22 JUDGE RENDAHL: Okay. Mr. Zulevic.

23 MR. ZULEVIC: Well, I would tend to agree.

24 I think there's some information that still needs to
25 be discovered, if you will. I don't know what

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1 happens when a ported number comes up. It sounds
2 like it's just rejected, there's no facilities
3 available, or it doesn't qualify when you try to do a
4 loop qual. How often does that happen; how many
5 ported -- geographically ported numbers are we
6 dealing with; is there a work around method that you
7 could use until you have it mechanized so it would be
8 more of a flow-through.

9 Also, I would wonder when you feel that you
10 may have that mechanized fix available. So those are
11 the kinds of questions that come to my mind.

12 MS. LISTON: Like I said earlier, you know,
13 to the extent that we have our loop qualification
14 tools, it will be audited. They are in a situation
15 where -- we are in a parity situation where it's both
16 Qwest and the CLECs right now that don't have access
17 to this on a qualification basis. For unbundled
18 loops, the CLECs can put the orders in. I can't
19 answer the line sharing one. I'd have to do some
20 checking.

21 I guess my only concern regarding AT&T is
22 are you suggesting that we wind up having an offline
23 meeting, conference call kind of situation, where we
24 continue developing the record or -- I'm just not
25 sure what --

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1 MS. DeCOOK: I'd like to understand if
2 there's a possibility of a work around that we --

3 JUDGE RENDAHL: This is my suggestion,
4 that we leave this as an open issue and allow AT&T
5 and Covad and Qwest to look into this in whatever
6 process you wish to. If you reach some conclusion
7 that it's either okay, you know, Qwest's proposal,
8 and AT&T and Covad are fine with it, then let us know
9 that it's a closed issue. If it becomes an impasse
10 issue, let us know, and you can brief it.

11 To the extent that there may be additional
12 information that you need to present to us through
13 documents, you know, then I leave it up to you all to
14 request late admission of them, but I think we should
15 leave this as open for now and move on and see if we
16 can finish up in the next 15 minutes.

17 MS. DeCOOK: That's fine with me.

18 JUDGE RENDAHL: Is that acceptable, Ms.
19 Sacilotto?

20 MS. SACILOTTO: Well, I need to consult
21 with Ms. Liston and Mr. Viveros on whether or not
22 they think that's going to be acceptable or if we are
23 prepared now to just simply -- you know, what we said
24 is what we said.

25 MS. LISTON: We're okay. We'll take it the

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1 way that you said it, Your Honor.

2 JUDGE RENDAHL: Okay. Then let's leave B,
3 16-B as open for the moment and let you all try and
4 work this through. Is there anything -- okay.
5 Seventeen and 18 are closed. Anything on 19?

6 MS. KILGORE: I believe that 19 is closed,
7 based on a conversation that I had with Mr. Orrel,
8 where he agreed to put "NID or" back into that
9 section, 9.2.5.1. Since he's not here, I don't know
10 if he communicated that to his colleagues.

11 MS. SACILOTTO: Well, he didn't communicate
12 that to his Counsel, but I can --

13 MS. LISTON: He did to me.

14 MS. SACILOTTO: -- close it subject to
15 check.

16 JUDGE RENDAHL: Ms. Liston says that he did
17 communicate that to her.

18 MS. SACILOTTO: Oh, good.

19 JUDGE RENDAHL: Is that correct, Ms.

20 Liston?

21 MS. LISTON: That's correct. Sorry, Kara.

22 JUDGE RENDAHL: Is that okay with you now,
23 Ms. Sacilotto?

24 MS. SACILOTTO: I was assuming I was out of
25 the loop, so to speak.

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1 MS. LISTON: Which one is it? Is it 19?
2 MS. KILGORE: It's 19.
3 JUDGE RENDAHL: Can we close 19?
4 MS. LISTON: Yes.
5 JUDGE RENDAHL: Ms. Sacilotto?
6 MS. SACILOTTO: Yeah.
7 JUDGE RENDAHL: Okay.
8 MS. LISTON: Sorry, Kara.
9 JUDGE RENDAHL: Twenty, 21, and 22 are
10 closed subject to either OSS testing or performance
11 measures. I think that finishes the loops, unless
12 there are additional issues. Ms. DeCook.
13 MS. DeCOOK: I just had a bit of
14 information for the record. I talked to Ms. Liston
15 about it and told her what I was going to say and
16 what my proposal is on it. We were asked at the last
17 workshop whether we had any DSL customers in
18 Washington, and I learned, through a contact last
19 week, that we do have several, and in fact, we, at
20 least with respect to one of our customers, have had
21 a meeting with Qwest on some of the issues, some of
22 the issues we have addressed here in the workshop,
23 and either we have fixes for them or we've deferred
24 them subject to performance review.
25 Those include facility availability issues,

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1 installation interval issues, address validation
2 issues, coordination of a disconnect of one pair and
3 moving it from one service to DSL service, and I
4 think we proposed some SGAT language, which Qwest
5 agreed to, that would hopefully fix that issue. We
6 did have one issue dealing with a trenching concern
7 where the customer has used all of their available
8 pairs. And so, in order to get a new pair installed,
9 they would have to trench. And there is an issue
10 about whether the orders are getting rejected because
11 there are no facilities available, or there's also a
12 cost issue associated with that which we, I think,
13 should be deferred to the Phase D of the cost case.
14 So --

15 JUDGE RENDAHL: Has that issue about
16 deferring it to the cost case been communicated to
17 Ms. Anderl?

18 MS. DeCOOK: No, it hasn't.

19 JUDGE RENDAHL: Okay. Please do that. I
20 understand she's collecting all miscellaneous issues
21 for the cost case.

22 MS. DeCOOK: All right. I'll be happy to
23 do that.

24 JUDGE RENDAHL: Okay. Thank you.

25 MS. DeCOOK: I just wanted to make that

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1 part of the record so that if issues come in down the
2 road, no one's taken by surprise, and I wanted to
3 make sure that Jean was aware of it. We have been
4 contacted by this customer and understand that they
5 have some issues, recent issues, which I'm not aware
6 of what they are, but I requested that of Jean, that
7 we confer on those issues once they become known to
8 me and we try to resolve them offline. And if we
9 can't get them resolved, then obviously we'll bring
10 them to the Commission.

11 JUDGE RENDAHL: Okay. And as you're
12 communicating them to Ms. Liston, I also expect you
13 may be communicating them to Ms. Sacilotto.

14 MS. SACILOTTO: I appreciate that.

15 MS. DeCOOK: I'll be communicating them to
16 Qwest, so however that is best accomplished. This is
17 an active customer and they tend to do things on
18 their own, as well, so don't be surprised if they
19 don't do something on their own.

20 MS. LISTON: The issue on the trenching, I
21 did do some checking, and what we're looking at is
22 where you have -- you don't have drop wire. So you
23 may have facilities all the way to the curb, but you
24 don't have the drop wire to the home. The
25 information I've received is that that should not

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1 trigger the no facility build policy, that the
2 facility build policy's strictly on the F1, F2, and
3 that the engineering, when they do their process, it
4 really looks at just those facilities, so it
5 shouldn't trigger that, and that the policy in terms
6 of drop is being treated the same way for wholesale
7 and retail.

8 I do have one SGAT revision. After --
9 Becky, after you and I talked about the conversions,
10 Kara and I talked a little bit offline and we do have
11 an SGAT update that we need to make to Section
12 9.2.2.15.2.

13 JUDGE RENDAHL: Would that be in --

14 MS. LISTON: We don't have an exhibit for
15 it. It would just be in the SGAT Lite.

16 JUDGE RENDAHL: Okay. But that is an
17 exhibit. That's what I'm trying to --

18 MS. KILGORE: 942.

19 JUDGE RENDAHL: 942, okay. What is that
20 change?

21 MS. LISTON: The change would be --

22 JUDGE RENDAHL: You said 9.2.2. --

23 MS. LISTON: -- 15.2. The easiest way to
24 do it is to point down below, to 15.3, and you'll see
25 there's a new section that says, "at CLEC request."

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1 That was supposed to also be put into 15.2. So where
2 it goes -- this is kind of an awkward sentence, but
3 if you look at the second sentence, it begins, "Qwest
4 will disconnect the loop Qwest provided to the old
5 CLEC and," and here comes the new language, "at new
6 CLEC's request." So that would be the new words that
7 would go in there, and then continue on with the rest
8 of the sentence.

9 JUDGE RENDAHL: "At new CLEC request where
10 technically compatible," et cetera, et cetera.

11 MS. LISTON: Et cetera, exactly.
12 Basically, this is giving the option that if you want
13 to reuse the facilities and we can do that, we will
14 do that, but we will do it only under your direction.

15 MS. SACILOTTO: Right. I believe this was
16 language that we closed upon in Oregon.

17 MS. HOPFENBECK: This satisfies WorldCom's
18 --

19 JUDGE RENDAHL: So is this an issue under
20 the issues list or just an additional issue?

21 MS. SACILOTTO: Well, I think we had closed
22 it, anyway, under the issues list, but --

23 MS. HOPFENBECK: This was just something
24 that was left that was agreed to, actually,
25 originally in Washington at the last workshop, and we

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1 pointed out in Oregon that it hadn't made the SGAT.

2 JUDGE RENDAHL: Got it. So we're done with
3 loops. There are no NID issues, correct?

4 MS. KILGORE: Correct.

5 JUDGE RENDAHL: So the last issue is line
6 sharing?

7 MR. WILSON: Splitting.

8 JUDGE RENDAHL: Line splitting. Let's be
9 off the record for a moment.

10 (Recess taken.)

11 JUDGE RENDAHL: We're ready to go on line
12 splitting. Let's be back on the record. Ms. Liston,
13 which of the issues that are remaining, or should I
14 be asking Ms. DeCook or someone else?

15 MS. LISTON: I believe that the two that
16 are open are Line Split 7 and Line Split 8.

17 MS. DeCOOK: Just one comment on line --
18 I'm hoping I'm reading this right. Line Splitting 1.
19 No, maybe it's -- it's the one that says impasse
20 issue, Washington Line Splitting 1-A. No, sorry. I
21 have the line sharing.

22 JUDGE RENDAHL: Okay. So Line Splitting 7
23 and 8 for Washington.

24 MS. KILGORE: I had a question on 2.

25 JUDGE RENDAHL: On 2, okay. Go ahead.

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1 MS. KILGORE: I understand that Qwest has
2 changed their policy and is agreeing to continue to
3 provide Megabit service on UNE-P lines.

4 MS. LISTON: Correct.

5 MS. KILGORE: Could you explain why Qwest
6 will not do Megabit on UNE loop, for example, a
7 different way that the CLEC might be providing local
8 service over Qwest facilities? Is it a technical
9 reason?

10 MS. LISTON: So looking at -- so if you
11 purchased an unbundled loop, whether we would be
12 willing to partner with a CLEC and do the data?

13 MS. SACILOTTO: We're not already providing
14 Megabit, I think is the concept with an unbundled
15 loop.

16 MS. KILGORE: You might be.

17 MS. SACILOTTO: What scenario?

18 JUDGE RENDAHL: Ms. Liston, do you
19 understand the question?

20 MS. LISTON: I understand the question.
21 I'm just -- I mean, I guess my initial reaction is
22 that when you look at an unbundled loop scenario, we
23 would be in a position -- we always said, you know,
24 when you're into a line splitting scenario, it's an
25 agreement between the CLEC and the DLEC, and that

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1 we're providing -- it's voice and data from two
2 different providers. Qwest is not party to that.
3 Qwest is not in a position that we would be
4 offering Megabit on an unbundled loop basis. I'm not
5 sure if we could technically do it. I mean, I've not
6 investigated this issue, this is a brand new issue.
7 And I'm just trying to think through whether there
8 would be technical limitations associated with that.
9 But this is -- in all of the multiple workshops, this
10 is the first time this issue has been asked on
11 whether we would do Megabit on an unbundled loop.

12 JUDGE RENDAHL: Okay. In the interest of
13 time -- let's be off the record for a moment.

14 (Discussion off the record.)

15 JUDGE RENDAHL: Let's be back on the
16 record. I think the remaining line splitting issues
17 are 7 and 8. So let's turn to 7. The issue is
18 should references to voice services and data services
19 be replaced with references to low frequency and high
20 frequency? That was an AT&T/Qwest takeback. Is
21 there any resolution of that?

22 MS. LISTON: The exhibit that was
23 distributed, 945.

24 JUDGE RENDAHL: That's the language that's
25 proposed to resolve it?

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1 MS. LISTON: That's the language that's
2 proposed to resolve it. And then we have one
3 additional change. We met with AT&T during the
4 breaks this morning, and we will add one more
5 sentence to the end of the SGAT section, and I
6 believe then we are in agreement.

7 JUDGE RENDAHL: Okay.

8 MS. LISTON: The new sentence is "Other
9 references to the voice, in quotes, or voice band, in
10 quotes, portion of the loop in this agreement will
11 mean the low frequency portion of the loop."

12 MS. DOBERNECK: Would you read that again?

13 MS. LISTON: "Other references to the voice
14 or voice band portion of the loop in this agreement
15 will mean the low frequency portion of the loop."

16 JUDGE RENDAHL: Does low frequency need to
17 be in quotes?

18 MS. KILGORE: No.

19 MS. LISTON: No.

20 JUDGE RENDAHL: Just the voice and voice
21 band?

22 MS. LISTON: Correct.

23 JUDGE RENDAHL: And that's acceptable to
24 AT&T?

25 MS. KILGORE: Yes, that issue can now be

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1 closed.

2 JUDGE RENDAHL: Okay. Let's close 7.
3 Thank you. And move on to Issue 8. 8-A, I guess,
4 was an AT&T takeback about modifying or adding
5 services to any specific UNE-P associated loop.

6 MS. LISTON: And I believe this was the one
7 where AT&T wanted to go back and look at the
8 authorized agent language we had in the SGAT. I
9 believe we've closed this issue in other
10 jurisdictions in terms of adding the authorized agent
11 information in the SGAT.

12 MS. KILGORE: The issue here is actually --
13 doesn't capture what I think the final issue was,
14 which was whether or not the word wrongfully or
15 wrongful should be included in the last -- the second
16 sentence, I think it was. As far as we could tell, I
17 took this back, and as far as we could tell, that was
18 the only outstanding issue. I want to see if we can
19 find the sentence.

20 MS. DeCOOK: I think we actually briefed
21 that in another state, that issue.

22 JUDGE RENDAHL: But, in a sense, there's an
23 impasse as to whether the wrongfully needs to be
24 included or not?

25 MS. DeCOOK: Right.

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1 JUDGE RENDAHL: Ms. Sacilotto, do you have
2 any memory of that?

3 MS. SACILOTTO: I have a vague recollection
4 of Dom withdrawing some request, and I don't know if
5 it was this wrongfully one.

6 MS. KILGORE: I think that this stayed in
7 and it continues to be an issue. The section
8 reference is 9.21.7.3. It's in the final sentence of
9 that section. It's actually the second to the last
10 line. And it is -- it's a wording issue, but by
11 inserting the word "wrongfully" before the word
12 "obtained" in that sentence, it imposes a second tier
13 of examination that's required that we believe is
14 inappropriate.

15 Essentially, what this says is that if a
16 third party were to obtain this access or
17 information, not only would Qwest have had to do a
18 bad act -- I'm sorry, not Qwest. Not only would some
19 bad act have had -- yes, I'm sorry, Qwest have had to
20 act inappropriately in giving or providing that
21 information to the third party, but the third party
22 would also have to have acted wrongfully, and that
23 adds just an unnecessary layer of malfeasance.

24 MS. SACILOTTO: Well, Jean, correct me if
25 I'm wrong, but I thought our concern with deleting

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1 the word was that we could be held liable if we do
2 everything correctly?

3 MS. LISTON: That's correct, and that was
4 -- you know, basically, then it would say that if
5 they -- by taking the word "wrongful" out, we would
6 be in a position where if we followed the rules and
7 did everything appropriately and gave secure ID, that
8 we would still be held liable if there was something
9 that went wrong.

10 MS. DeCOOK: This is impasse.

11 MS. KILGORE: Judge, I think we can just
12 brief this. There is language in there to address
13 what Jean and Kara were just talking about, so we'll
14 just brief it again.

15 MS. SACILOTTO: Well, I want to make sure
16 that we've -- and I appreciate that we're trying to
17 wrap this up in the next couple of minutes, but I do
18 want to make sure that we've adequately made our
19 record on this issue if it wasn't really discussed at
20 the first workshop, so --

21 JUDGE RENDAHL: I think I remember this
22 discussion from the primary workshop, and that's why
23 it's captured this way.

24 MS. DeCOOK: And this is really not a
25 factual dispute. This is an issue of the implication

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1 of a word and how it's used in this section. So I
2 don't know that -- and it's really an argument about
3 language and its impact, and I think we can deal with
4 that in the brief.

5 JUDGE RENDAHL: I think I agree. I think
6 there has been a sufficient record, and it can be
7 supplemented in brief. A few -- is that the
8 remaining issue for line splitting?

9 MS. LISTON: Yes, Your Honor.

10 JUDGE RENDAHL: Okay. A few remaining
11 housekeeping matters. Exhibits. Is there any
12 objection to admission of Exhibits 944 and 945?
13 Hearing nothing, they'll be admitted. I'm not sure
14 whether we admitted Exhibit 973, which was the letter
15 from Qwest to Covad. I think I did admit it, but I'm
16 not -- okay, that's admitted. Yesterday, there were
17 some exhibits from Ms. Stewart, 1020 and 1021, and
18 I'm not sure if those were admitted. If they were
19 not, is there any objection to those being admitted
20 today? Hearing nothing, those will be admitted.

21 In addition, there were other exhibits,
22 1164, 65, and 66. Any objections to those being
23 admitted? That was the multi tenant -- the original
24 7/17/01 Access Protocol Document, some changes to the
25 SGAT, and the packet switch definition. Hearing

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1 nothing, those will be admitted.

2 And then, lastly, there was something that
3 was circulated by e-mail concerning intellectual
4 property, a change to Section 5.10 in AT&T exhibit.
5 Is that something that we need to address?

6 MS. DeCOOK: No, Your Honor. That should
7 be introduced in the Colorado proceeding that's going
8 to take place and will come in the record that way.

9 JUDGE RENDAHL: Okay. Thank you. With
10 that, I think we're concluded here. Thank you all
11 for your patience and willingness to get this done
12 today. We'll be off the record.

13 (Proceedings adjourned at 5:20 p.m.)

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