

Washington
UT-043045
COVAD 01-005

INTERVENOR: Covad Communications Company

REQUEST NO: 005

With respect to the CLECs Qwest claims left large uncollectibles for services as discussed by William Easton, at page 8, starting on line 21 of his Direct Testimony, please provide the following:

- a. The time elapsed (in days) between the payment due date for the first uncollected Qwest invoice and Qwest's first communication to the CLEC that payment must be received or services would be disconnected on a date certain (for each CLEC);
- b. The time elapsed (in days) between the payment due date referenced in subsection (a) immediately above and the date Qwest ultimately disconnected service to CLEC (for each CLEC);
- c. For each CLEC, the amount of time elapsed (in days) between the date Qwest entered each payment arrangement referenced by William Easton in his testimony and the date services to each CLEC was ultimately disconnected;
- d. For each payment arrangement referenced by William Easton in his testimony, please state whether Qwest believed it was required to enter that arrangement:
 - i. Due to terms in the CLEC's interconnection agreement with Qwest. If so, please provide a copy of the specific language in the relevant interconnection agreement Qwest believes required entry into the arrangement;
 - ii. As a result of a Washington Utilities and Transportation Commission Order or rule, or other legal authority. If so, please state precisely what authority required entry into the arrangement.

RESPONSE:

Qwest objects to this data request as it is vague, overly broad, unduly burdensome and requires a special study. Furthermore, Qwest objects to subsection (d) as it calls for a legal conclusion. The reference in Mr. Easton's testimony regarding CLECs who failed to pay Qwest for services leaving Qwest with hundreds of thousands of dollars in uncollectible receivables was based upon a statement made by Covad in paragraph 70 of its Petition filed in this docket. Therefore, while Qwest has experienced large uncollectible receivables as the result of CLECs failing to pay for services rendered by Qwest, Qwest has not offered testimony in this regard. Qwest's business practice regarding payment arrangements is immaterial to the industry standard of when payments are due.

Respondent: Legal