Exhibit PL-1T

BEFORE THE WASHINGTON STATE
UTILTIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition of Qwest Corporation for Arbitration with Eschelon Telecom, Inc., Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996	**DOCKET NO. UT-063061**

DIRECT TESTIMONY

OF PHILIP LINSE

QWEST CORPORATION

(DISPUTED ISSUE NOS. 9-46, 12-75A, 12-77, 12-78, 12-80, 12-81, AND 12-83)

SEPTEMBER 29, 2006

TABLE OF CONTENTS

I.	**IDENTIFICATION OF WITNESS**	1
II.	**PURPOSE OF TESTIMONY**	3
III.	**ISSUE 9-46: BRIDGED TAP**	3
IV.	**ISSUE 12-75(A): TAG AT THE DEMARCATION POINT**	4
V.	**ISSUE 12-77: TESTING CHARGES WHEN CIRCUIT IS ON PAIR GAIN**	10
VI.	**ISSUE 12-78: DEFINITION OF TROUBLE REPORT**	19
VII.	**ISSUE 12-80: TROUBLE ISOLATION CHARGE**	28
VIII.	**ISSUE 12-80 (A): REMOTE TESTING CAPABILITY**	37
IX.	**ISSUE 12-80 (B AND C): REPEAT TROUBLE V. REPEAT DISPATCH**	40
X.	**ISSUE 12-81: TEST PARAMETERS AND LEVELS**	44
XI.	**ISSUE 12-83: DISPATCH AND RELATED CHARGES**	50
XII.	**CONCLUSION**	50

I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST CORPORATION.

A. My name is Philip Linse. My business address is 700 West Mineral Avenue, Littleton Colorado. I am employed as Director – Technical Regulatory in the Network Policy Organization. I am testifying on behalf of Qwest Corporation ("Qwest").

Q. PLEASE GIVE A BRIEF BACKGROUND OF YOUR EDUCATIONAL AND TELEPHONE COMPANY EXPERIENCE.

A. I received a Bachelors degree from the University of Northern Iowa in 1994. I began my career in the telephone communications industry in 1995 when I joined the engineering department of CDI Telecommunications in Missoula, Montana. In 1998, I accepted a position with Pacific Bell as a Technology Planner with responsibility for analyzing network capacity. In 2000, I accepted a position with U S WEST as a Manager, Tactical Planning. In 2001, I was promoted to a staff position in Technical Regulatory Interconnection Planning for Qwest. In this position, I developed network strategies for interconnection of unbundled Switching, Signaling System 7 ("SS7") and other switching-related products. My responsibilities also included the development of network strategies based on the evaluation of new technologies. I was one of the network organization's subject

matter experts. In 2003, I was promoted to my current position as Director of Technical Regulatory in the Network organization. Since my promotion in 2003, the Technical Regulatory group has been realigned and is now part of the Policy organization. In addition to my oversight responsibilities of Qwest's network regulatory interconnection and switching requirements for sections 251 and 252 of the Telecommunications Act of 1996, I also develop and direct the implementation of network policies. In addition to these internal functions, I also represent Qwest in industry technical standards setting groups such as the FCC's Network Reliability and Interoperability Council ("NRIC") and the Network Interconnection Interoperability Forum ("NIIF").

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to clarify, from a technical perspective, the multiple network issues in dispute between Qwest and Eschelon, putting forth Qwest's position and the reasons it should be adopted. For each disputed issue within the interconnection agreement, I provide the language proposed by each party.

I provide Eschelon's proposed language which shows where Qwest and Eschelon disagree. Unless otherwise noted, where Qwest and Eschelon disagree on the addition of language proposed by Eschelon, I have shown Eschelon's proposed language addition with **underline**. Where Qwest and Eschelon disagree on removal of language proposed by Eschelon, I have shown the Eschelon proposed language deletion with ~~**strikethrough**~~.

III. ISSUE 9-46: BRIDGED TAP

Q. PLEASE EXPLAIN ISSUE 9-46

A. Issue 9-46 concerns certain performance standards that will apply to unbundled loops that Eschelon obtains from Qwest. Specifically, this dispute concerns the performance standard for unbundled loops that rely on a commonly used technology known as "bridged tap." The parties have reached agreement

regarding this issue. Thus this issue is no longer at dispute between the parties, and is closed.

IV. ISSUE 12-75(A): TAG AT THE DEMARCATION POINT

Q. WHAT LANGUAGE DOES QWEST PROPOSE FOR ISSUE 12-75(A)?

A. Qwest proposes the following language:

12.4.3.6.3 Responsibilities of Qwest's Maintenance and Repair technicians are contained in Qwest's PCAT, available on Qwest's wholesale web site.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE FOR ISSUE 12-75(A)?

A. Eschelon proposes the following language:

12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise, Qwest will place a tag accurately identifying the line or circuit, including the telephone number Qwest Circuit ID, at the Demarcation Point if such a tag is not present. See also Section 12.3.1.1. ~~Responsibilities of Qwest's Maintenance and Repair technicians are contained in Qwest's PCAT, available on Qwest's wholesale web site.~~

Q. WHY DOES QWEST OPPOSE ESCHELON'S PROPOSED LANGUAGE?

A. Qwest opposes Eschelon's proposed language because its attempts to inappropriately incorporate information from Qwest's product catalog ("PCAT") into the party's interconnection agreement. Ms. Renee Albersheim's testimony addresses why Qwest objects to incorporating the provisions of Qwest's product catalog into the party's ICA when she addresses issue 12-75.

Qwest further objects to Eschelon's proposed language in section 12.4.3.6.3 for issue 12-75(A) because it does not accurately represent the circumstances under

which Qwest tags the demarcation point between Qwest's network and the CLEC end user customer nor when Qwest performs such tagging for its own end users. Eschelon's proposed language could also be read to prohibit Qwest from charging Eschelon for the work Qwest must perform when it tags the demarcation point for Eschelon.

Q. WHERE IS THE DEMARCATION POINT THAT IS ADDRESSED BY THE PARTY'S PROPOSED LANGUAGE AT SECTION 12.4.3.6.3 ?

A. The demarcation location that is addressed by the party's proposed language is the point where Qwest's network ends at Eschelon's end user customer premises. The Network Interface Device or "NID," at the CLEC's customer premises, is the device that functions as the demarcation between Eschelon's customer and Qwest's network. In the situation where there are multiple tenants, a building terminal may be found in place of the NID. A building terminal is similar to a NID but has the additional capacity to contain the demarcation points for multiple tenants.

Q. WHEN DOES QWEST TAG THE DEMARCATION POINT BETWEEN QWEST'S NETWORK AND ESCHELON'S END USER CUSTOMER?

A. Qwest tags the demarcation point between its network and Eschelon's end user customer when Qwest provisions the unbundled loop for Eschelon. Qwest will also tag the demarcation point whenever requested to do so by Eschelon.

Q. IS A TAG AT THE DEMARC THE ONLY WAY FOR A CLEC TO FIND THE CIRCUIT?

A. No. Qwest provides CLECs with binding post location information. Binding posts are the termination posts to which physical wires are attached. These physical wires are the unbundled facilities that CLECs obtain from Qwest. The binding posts are typically numbered for easy identification. When Qwest provisions the service the binding post information is maintained as part of the record of the circuit which is available to the CLEC. Tagging at the demarc merely provides the CLEC with a redundant method of identification.

Q. WOULD ESCHELON'S PROPOSED LANGUAGE CHANGE HOW QWEST CURRENTLY PROVIDES AND CHARGES FOR THIS TAGGING SERVICE?

A. Yes. To be fair, though, Eschelon's proposed language was based on language from Qwest's PCAT. However, as I explain later, that PCAT language does not correctly describe Qwest's process, and Qwest is in the process of correcting this error with its PCAT. I discuss this later, but first want to explain the actual process that Qwest follows. Currently and as stated above, Qwest will tag the demarcation point upon provisioning an unbundled loop or at the request of a CLEC. It is this request that allows Qwest to charge for this effort. Eschelon's language would expand Qwest's current process by requiring that Qwest tag the demarcation point whenever a Qwest technician is dispatched to a CLEC end user

customer premises for any reason, and finds that a tag is not present—whether or not Qwest is directed by CLEC to do so. This would create ambiguity concerning Qwest's ability to charge for tagging the demarcation point.

This would also create a significant "one-off" from Qwest's existing process. Eschelon's proposed language would create a unique process that would apply only to Eschelon and other CLECs that may opt into Eschelon's agreement. Qwest's technicians performing service calls would be unreasonably burdened with the responsibility of understanding this one-off process and keeping straight for which CLECs it applied. This would create significant administrative and logistical difficulties.

Q. WHAT IS THE IMPACT OF ECHELON'S LANGUAGE ON QWEST'S ABILITY TO CHARGE FOR THE SERVICE OF TAGGING AT THE DEMARCATION POINT?

A. The impact is unclear, as I discussed above, but in the past, Eschelon has taken the position that if charges are not specified in the ICA then Qwest would have no right to charge for the work that Qwest would be performing for Eschelon. Thus, it appears as though Eschelon's proposed language could prohibit Qwest from charging for the work that Qwest performs.

Q. DOES QWEST CURRENTLY HAVE THE ABILITY TO COMPLY WITH ALL THE REQUIREMENTS OF ESCHELON'S PROPOSED LANGUAGE?

A. No. Eschelon's proposed language requires that Qwest provide information on the tag used at the demarcation point which contains the telephone number. If Eschelon is providing its own switching then Qwest may not have the telephone number and as such, Qwest should not be required to provide such information.

Q. SHOULD QWEST BE UNILATERALLY REQUIRED TO MAINTAIN ESCHELON'S CUSTOMER CIRCUIT INFORMATION AT THE DEMARCATION POINT ON AN ONGOING BASIS ONCE QWEST HAS FINISHED PROVISIONING CIRCUITS TO ESCHELON?

A. Absolutely not. Qwest is only providing an unbundled loop portion of the circuit, and as such, responsibility for overall facility to the end user falls to Eschelon. By ordering and accepting the unbundled loop from Qwest, Eschelon has accepted the responsibility to maintain the facilities and ultimately service to an Eschelon customer. Eschelon's proposed language would, in effect, force Qwest to expand its role beyond the provider of an unbundled network element by maintaining Eschelon's network information at its customer's location. Qwest should not be required to change the manner in which it tags the demarcation point between Qwest's network and Eschelon's end user network with a one-off process unique only to Eschelon's contract.

Q. DOES QWEST CURRENTLY PROVIDE DEMARCATION POINT TAGGING SERVICE TO CLECS AS WELL AS TO QWEST'S RETAIL CUSTOMERS?

A. Yes. Qwest provides this demarcation point tagging service to Qwest's retail customers while providing the same service in a non-discriminatory manner to Qwest's wholesale customers. Qwest provides precisely the same information on demarcation point tags for CLECs that it provides for retail customers.

Q. HAS ESCHELON DISCOVERED AN ERROR IN QWEST'S PCAT WITH REGARD TO ITS DEMARC TAGGING SERVICE?

A. Yes. Eschelon has pointed to language in Qwest's Dispatch Product Catalog ("PCAT") that is in error. Qwest's Dispatch PCAT provides that whenever a Qwest technician is dispatched to a premise, the Qwest demarcation point will be tagged if a tag is not present. That is not, however, Qwest's current process as I have previously described. In addition, Qwest has discovered that the dispatch PCAT is inconsistent with Qwest's Maintenance and Repair PCAT with regard to tagging at the demarcation point. Qwest is taking steps to correct these PCAT sections to accurately reflect Qwest's process for providing tagging at the demarcation point.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's language should be adopted because it appropriately refers to the product catalog which is used to outline the demarcation point tagging service that Qwest

provides. Furthermore, Qwest's language provides Qwest with the ability to provide Qwest's tagging service consistently and in a non-discriminatory manner to all Qwest customers, both retail and wholesale.

Q. WHY SHOULD ESCHELON'S LANGUAGE BE REJECTED?

A. Eschelon's language should be rejected because it requires Qwest to provide the demarcation point tagging service to Eschelon in a manner that is different than the manner in which Qwest provides this service today, and the Eschelon proposed one-off process would not be consistent with the manner in which Qwest provides the service to other CLECs and Qwest retail customers. Furthermore, it imposes unnecessary changes in processes, potentially requiring Qwest to maintain tagging of Eschelon's customer's demarcation point without appropriately compensating Qwest.

V. ISSUE 12-77: TESTING CHARGES WHEN CIRCUIT IS ON PAIR GAIN

Q. PLEASE CLARIFY THE NATURE OF THE DISPUTE IN ISSUE 12-77.

A. The dispute in Issue 12-77 concerns whether Qwest should be compensated for dispatching a technician to test an unbundled loop provisioned via Pair Gain.

Q. WHAT LANGUAGE DOES QWEST PROPOSE?

A. Qwest proposes the following language:

12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess optional testing charges.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?

A. Eschelon proposes the following language:

12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess <u>any</u> testing charges. <u>Whether other charges, such as dispatch charges, apply will be governed by the provisions of this Agreement associated with such charges.</u>

<u>12.4.1.5.2 Sections 12.4.1.1 through 12.4.1.5 describe situations in which CLEC elects to perform trouble isolation and testing, as described in those sections. If, in those situations, CLEC cannot test through (or tests and cannot obtain valid results) as described in Sections 12.4.1.4 and 12.4.1.5.1, any such testing that Qwest conducts due to those circumstances is not "optional" but is required by those circumstances. Therefore, optional testing charges do not apply. Regarding situations in which CLEC elects not to perform trouble isolation, see Section 12.4.1.6.</u>

Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED LANGUAGE?

A. Qwest objects to Eschelon's proposed language because its language prohibits Qwest from assessing legitimate charges associated with testing that may be performed by Qwest's technician subsequent to but associated with Qwest's optional testing. Eschelon also mischaracterizes circumstances where testing is required.

Q. HAS ESCHELON AGREED TO THIS SAME PROPOSED LANGUAGE ELSEWHERE IN THE INTERCONNECTION AGREEMENT?

A. Yes. Only a few sections after section 12.4.1.5.1 at section 12.4.1.6.1, Eschelon has agreed to the following: "If the circuit is on Pair Gain, Qwest will not assess optional testing charges."

Q. DO SECTIONS 12.4.1.5.1 AND 12.4.1.6.1 ADDRESS THE SAME CIRCUMSTANCES WHEN OPTIONAL TESTING CHARGES DO NOT APPLY?

A. Yes. Both section 12.4.1.5.1 and 12.4.1.6.1 are based on the circumstance when the CLEC requests Qwest to perform trouble isolation on a circuit that is provisioned with pair gain or similar equipment. Qwest provides a service to CLECs where CLECs may request Qwest to perform trouble isolation on the CLECs' behalf. This service is called optional testing.

Q. WHAT IS QWEST'S OPTIONAL TESTING?

A. Optional testing is a trouble isolation service that Qwest provides on the CLEC's behalf. A CLEC may request that Qwest conduct trouble isolation testing on a CLECs unbundled circuit. Qwest does not perform this testing unless the CLEC – here Eschelon – asks Qwest to conduct the tests. If, as the result of optional testing, Qwest finds the trouble on Qwest's side of the network, Qwest will repair the trouble and notify the Eschelon. However, if Qwest finds no trouble on Qwest's network, Qwest will provide Eschelon with the test results. These test

results would be provided for trouble that Qwest has isolated to Eschelon's network Eschelon would then determine, based on its analysis of the test results, whether to ask Qwest to conduct additional testing.

Q. DESCRIBE THE WORK QWEST PERFORMS WHEN OPTIONAL TESTING IS REQUESTED BY CLECS.

A. Qwest will perform optional testing in order to isolate trouble in the network. This may include dispatching Qwest's technicians to the CLEC's end user customer premises, remote testing if the network capability exists, or a combination of remote testing and a technician dispatch.

Q. WHEN DO QWEST'S OPTIONAL TESTING CHARGES NOT APPLY?

A. Optional testing charges would not apply if the CLEC requests optional testing and informs Qwest that the circuit has been provisioned using electronic equipment called pair gain or other similar equipment.

Pair gain is electronic equipment that does not allow the CLEC to perform remote testing on unbundled loops. As such, on loops provisioned using pair gain Qwest has agreed that it will perform optional testing but optional testing charges will not apply. In addition to trouble isolation, optional testing allows Qwest to exclude the portion of the circuit that operates on pair gain. By excluding this portion of the circuit then the CLEC will have the ability to isolate trouble that is found within its own network.

Q. ARE THERE OTHER TESTS THAT QWEST MAY BE REQUESTED TO PERFORM SUBSEQUENT TO OPTIONAL TESTING?

A. CLECs may request Qwest to retest the circuit. CLECs may do this by requesting Qwest to either repeat the testing, perform additional testing or request that Qwest joint test with the CLEC or a third party. Eschelon states that Qwest should be prohibited from charging Eschelon for any testing—not just optional testing--when a pair gain system is in place. Qwest disagrees with this position, because Eschelon could ask Qwest to perform other forms of testing, and when this occurs, Qwest should be compensated.

Q. HOW DOES OPTIONAL TESTING AT NO CHARGE APPROPRIATELY ADDRESS TESTING LIMITATIONS EXPERIENCED WITH CIRCUITS PROVISIONED USING PAIR GAIN?

A. Providing optional testing without charge appropriately resolves the difficulty caused by circuits provisioned using pair gain (no remote testing) by allowing the CLEC to complete initial trouble isolation without charge. It provides the CLEC with as much or more initial trouble isolation information than if CLEC had been able to remote test. That is why optional testing without charge--but no more—is appropriate.

Q. WHEN RETESTING OR JOINT TESTING ARE REQUESTED BY CLECS AFTER QWEST HAS PERFORMED OPTIONAL TESTING DO ADDITIONAL CHARGES APPLY?

A. Yes. If Qwest is requested to retest, perform additional testing or joint test, Qwest will charge the CLEC for the work that Qwest performs. And while Qwest does not charge for the initial optional testing on loops provisioned on pair gain, retesting of such circuits, including joint testing is appropriately chargeable.

Q. DOES QWEST PERFORM OPTIONAL TESTING JOINTLY WITH A CLEC?

A. No. The purpose of Qwest's optional testing is for Qwest to perform trouble isolation on behalf of the CLEC pursuant to the CLEC's request for Qwest to perform such testing. As I have explained above, when optional testing (trouble isolation) is requested on circuits that have been provisioned using pair gain then Qwest will not apply charges for performing optional testing. Thus, Eschelon's language would arguably allow Eschelon to obtain optional testing at no charge and then also request Qwest to subsequently meet with its technicians to perform additional testing at no charge to Eschelon. Once Qwest performs trouble isolation due to the limitations of pair gain there can be no valid argument for any additional or different testing without charge.

Q. WHAT ADDITIONAL CHARGES WOULD APPLY IF A CLEC REQUESTS QWEST TO RETEST OR JOINT TEST AFTER QWEST HAS PERFORMED OPTIONAL TESTING FOR THE CLEC?

A. There are two charges that may apply if a CLEC requests Qwest to retest, perform additional testing or joint test after Qwest has performed optional testing for the CLEC. The CLEC is charged if Qwest dispatches a technician or if Qwest performs trouble isolation. A dispatch charge applies when Qwest sends a truck and a technician to perform work requested by the CLEC subsequent to a Qwest optional test. Trouble isolation is the testing work that is performed when Qwest isolates trouble in the network. Trouble isolation is charged to the CLEC through either a Maintenance of Service ("MOS") charge or a Trouble Isolation Charge ("TIC"). MOS and TIC charges typically correspond to the type of unbundled product that Qwest is requested to isolate trouble. MOS typically applies to UNEs that are used by CLECs to provide designed services and TIC typically applies to UNEs that are used by CLECs to provide non-designed services. Both the TIC and MOS charges compensate Qwest for the work it actually performs.

Q. DOES ESCHELON'S LANGUAGE INAPPROPRIATELY PROHIBIT QWEST FROM CHARGING ESCHELON FOR RETESTING OR JOINT TESTING?

A. Yes. Eschelon's proposed language inappropriately prohibits Qwest from billing Eschelon for "any" testing charges when the circuit is provisioned using

electronic pair gain equipment. The remedy proposed by Eschelon is much broader than the technical limitation caused by circuits provisioned with pair gain. Thus, Qwest would not be compensated for any testing that Eschelon requests Qwest to perform subsequent to optional testing. Eschelon could then request as many retests and joint testing as it wishes without regard for the necessity or the Qwest technician resources that such requests require. What must be recognized is that the subsequent work that Qwest performs is ***at the request of Eschelon*** and is work pursuant to trouble that has been ***previously been determined to be within Eschelon's network*** or Eschelon's end user customer network. Only if Eschelon is subject to subsequent testing charges will there be an incentive for Eschelon to efficiently draw on Qwest's technician expertise in isolating trouble on behalf of Eschelon.

Q. DOES ESCHELON'S PROPOSED LANGUAGE REQUIRE QWEST TO PERFORM TESTING BEYOND THE OPTIONAL TESTING THAT QWEST PROVIDES WITHOUT CHARGE?

A. Yes. In section 12.4.1.5.2 Eschelon's language specifically requires that Qwest perform testing beyond Qwest's optional test service. Eschelon language inappropriately expands Qwest's willingness to provide its optional testing at no charge[1] to include any testing that Eschelon may request of Qwest. Eschelon is

[1] Qwest has consistently proposed that Qwest would provide its optional testing service at no charge when the unbundled loop is provisioned using pair gain or similar electronic equipment.

attempting to force Qwest to provide it a blank check for testing circuits that are provisioned using pair gain and is unreasonable.

Q. DOES A CIRCUIT THAT A CLEC CANNOT TEST THROUGH PROHIBIT THE CLEC FROM ISOLATING TROUBLE ON THAT CIRCUIT?

A. No. The only portion of the circuit that is impacted by pair gain is the unbundled loop. This leaves the end user portion of the circuit and the portion of the circuit between central office from which the unbundled loop is provisioned and the CLEC's switch. As I have also explained above, Eschelon may similarly exclude Qwest's unbundled loop from its trouble isolation and eliminate trouble found within its own network or the network of its end user. A circuit that is provisioned using pair gain does not prevent Eschelon from performing this type of trouble isolation. The fact that a circuit is provisioned using pair gain is not license for Eschelon to abandon its trouble isolation responsibilities.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's proposed language appropriately explains that Qwest does not charge Eschelon for optional testing when circuits have been provisioned on pair gain or similar equipment that prohibits Eschelon from remote testing such circuits. Qwest's proposed language preserves its right to bill Eschelon for the work that Qwest technicians perform subsequent to the work that is performed associated with optional testing. Qwest's proposed language insulates Eschelon from

optional testing charges on Pair Gain circuits where Eschelon cannot do its own initial remote testing. Qwest's language also allows Eschelon to request additional testing to isolate trouble to Eschelon's network, while appropriately allowing Qwest to assess charges for such additional testing performed by Qwest. Qwest's language should be adopted.

Q. WHY SHOULD ESCHELON'S LANGUAGE BE REJECTED?

A. Eschelon's proposed language inappropriately prohibits Qwest from charging for the testing work that Qwest performs subsequent to optional testing services and for trouble determined to be on Eschelon's network, and as such, should be rejected. Qwest does not charge for optional testing on circuits provided using Pair Gain. That is not license to require, however, nor is there any basis to justify, free and unlimited testing of any kind, as Eschelon proposes.

VI. ISSUE 12-78: DEFINITION OF TROUBLE REPORT

Q. PLEASE CLARIFY THE DISPUTE IN ISSUE 12-78.

A. The dispute in Issue 12-78 is concerns the definition of Trouble Reports in the section of the ICA pertaining to Maintenance and Repair (Section 12.4). Trouble Reports is defined in the ICA to apply to reports provided to one of Qwest's repair interfaces and managed and tracked in Qwest's repair systems. Specifically, the dispute in issue 12-78 is whether the terms set forth in section 12.4.1.8 should include troubles that Eschelon may have in the provisioning of

Qwest's UNEs. Closely related is Issue 12-80, where the parties are in dispute regarding the application of the provisioning processes to the terms also set forth in section 12.4.1.8. My testimony for Issue 12-78 will address both the dispute surrounding the provisioning processes and the dispute over incorporating these processes in the terms set forth in section 12.4.1.8 being disputed in issue 12-80. Fundamental to my testimony on both these issues is the rather obvious proposition that "Provisioning" and "Maintenance and Repair" are two entirely different concepts.

Q. WHAT LANGUAGE DOES QWEST PROPOSE?

A. Qwest proposes the following language:

12.4.1.7 For the purposes of Section 12.4.1.8, "Trouble Reports" means trouble reports received via MEDIACC, CEMR, or reported to one of Qwest's call or repair centers, and managed and tracked within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance Tracking Administration System), and successor repair systems, if any.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?

A. Eschelon initially proposed the following language:

12.4.1.7 For the purposes of Section 12.4.1.8, "Trouble Reports" means ~~**trouble**~~ reports **of trouble** received via **electronic interface** (MEDIACC, CEMR **or successor system**, **if any)** or **submitted** ~~**reported**~~ to one of Qwest's call or repair centers**.** ~~**, and managed and tracked within Qwest's repair systems consisting of WFA (Work Force Administration) and MTAS (Maintenance** Tracking Administration System), and successor repair systems, if any.~~

Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED LANGUAGE?

A. Qwest objects to Eschelon's proposed language because it seeks to inappropriately expand the meaning of the term "Trouble Reports"—a term specific to Maintenance and Repair-- to include problems that are reported during the provisioning of facilities with Eschelon.

Q. HOW DOES ESCHELON'S PROPOSED LANGUAGE BROADEN THE DEFINITION OF TROUBLE REPORTS TO INCLUDE TROUBLES ASSOCIATED WITH PROVISIONING?

A. Eschelon removes the references to Qwest Maintenance and Repair systems that are used to track and manage troubles associated with *previously provisioned circuits*. This broadens the definition of trouble reports to include reports that may be also be received by Qwest during the provisioning of facilities with Eschelon, because it breaks the link between "Trouble Reports" and Maintenance and Repair.

Q. THE DEFINITION OF "TROUBLE REPORTS" AT ISSUE HERE APPLIES EXCLUSIVELY TO SECTION 12.4.1.8 OF THE INTERCONNECTION AGREEMENT. WHAT IS THE PURPOSE FOR SECTION 12.4.1.8?

A. The purpose of section 12.4.1.8 is to compensate a CLEC for additional work that is performed by the CLEC as the result of Qwest incorrect trouble isolation

associated with maintenance and repair. Specifically, the CLEC can bill Qwest for the repeat dispatch that the CLEC performs if Qwest ultimately isolates network trouble to the Qwest's network. The language at 12.4.1.8 and 12.4.1.8.1 provide the terms and conditions under which Qwest compensates the CLEC. These terms and conditions are designed to apply to the Maintenance and Repair of CLEC post-provisioned circuits, and fall within the Maintenance and Repair section of the ICA, Section 12.4.

Q. ESCHELON HAS PROPOSED LANGUAGE THAT EXPANDS THE APPLICATION OF 12.4.1.8 TO INCLUDE THE CIRCUIT PROVISIONING PROCESS. WHY SHOULD THE DEFINITION OF TROUBLE REPORTS EXCLUDE THE PROVISIONING PROCESS?

A. There are several reasons why provisioning problems should be excluded from the definition of "Trouble Reports" as it applies to section 12.4.1.8. First, Eschelon's proposal would permit Eschelon to bill Qwest in situations where Qwest does not bill Eschelon. Qwest does not charge CLECs for work that Qwest technicians perform associated with these issues. This is because the provisioning process is typically a cooperative and dynamic effort between Qwest and Eschelon. Eschelon's proposed language would allow Eschelon to charge Qwest for the same provisioning work for which Qwest does not charge Eschelon. This would not only be inequitable, but would also be contrary to Eschelon's stated objective of only billing Qwest in circumstances when Qwest bills Eschelon.

This is another circumstance where Eschelon's proposed contract language does something very different that what Eschelon states it is trying to achieve.

Second, the inclusion of provisioning repair reports in the definition of trouble reports would create substantial opportunities for dispute. For example, if a CLEC submits a provisioning repair report on a circuit, Qwest finds that the CLEC is missing equipment, and the CLEC subsequently dispatches to find that its vendor has since installed the equipment, Qwest could inappropriately be held liable for the CLEC's repeat dispatch if there was trouble found on Qwest's network which could not be determined without the installation of the CLEC's equipment. It is situations like this that would make the administration of Eschelon's proposal difficult, and create substantial opportunities for dispute.

Third, Qwest does not track provisioning repair reports in a manner where Eschelon's proposal could be implemented. Currently, Qwest's repair systems are capable of tracking troubles associated with a CLEC circuit per the terms of section 12.4.1.8. These systems do not track provisioning activity but rather only activities associated with repair on an existing circuit. Additionally, these systems provide a historical and auditable record of the repair activities. Furthermore, Eschelon's proposed language seemingly would remove the ability for Qwest to track the repair activity associated with trouble reports and add reporting activity that is not tracked through these systems. This would create opportunities for disputes given that such tracking would be needed for bill validation. Thus, Qwest would not know if Eschelon would be eligible for compensation under the

terms of the agreement, and Eschelon could flood Qwest with unverifiable bills all with the expectation for payment.

Q. DOES QWEST HAVE THE ABILITY TO TRACK TROUBLE REPORTS ONCE A CLEC HAS ACCEPTED A CIRCUIT?

A. Yes. Qwest will track trouble reports through its repair systems once circuits are accepted by a CLEC, including the day of the CLEC acceptance. This includes troubles submitted through Qwest's electronic interface or Qwest's repair centers.

Q. DOES QWEST CHARGE ESCHELON FOR DISPATCHES ASSOCIATED WITH TROUBLE REPORTS DURING THE PROVISIONING PROCESS?

A. No.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's proposed language should be adopted because it appropriately defines "Trouble Reports" as applicable to Section 12.4.1.8. Appropriately, Section 12.4.1.8 provides the ability for Eschelon to bill Qwest for work that Eschelon may unnecessarily perform pursuant to Qwest's trouble isolation. Qwest's definition of Trouble Report appropriately allows Qwest to receive Trouble Reports and track them such that Qwest may manage and better serve Eschelon with network trouble isolation.

Q. WHY SHOULD ESCHELON'S LANGUAGE BE REJECTED?

A. Eschelon's language would inappropriately expand the definition of Trouble Reports beyond Maintenance and Repair to include Provisioning processes and activities. Given that the provisioning process is cooperative effort jointly undertaken by both Eschelon and Qwest it is not appropriate for Eschelon to bill Qwest where Qwest does not bill Eschelon. As is further explained for issues 12-80b and 12-80c, Eschelon's proposed language would inappropriately allow Eschelon, during later disputes, to merely demonstrate a report for trouble where it should demonstrate that it actually performed the work to isolate the trouble.

Q. HAS THERE BEEN LANGUAGE PROPOSED IN OTHER SECTIONS OF THE CONTRACT IN AN ATTEMPT TO RESOLVE THIS ISSUE?

A. Yes. Both parties have proposed language in other sections of the contract to try to resolve this issue.

Q. WHAT OTHER LANGUAGE HAS QWEST PROPOSED?

A. Qwest has proposed the following language as is underlined in bold type:

> 6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. **No separate charges for required dispatches shall apply prior to acceptance of the circuit.** No charges shall apply if CLEC

indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~CLEC dispatch~~ trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. **No separate charges for required dispatches shall apply prior to acceptance of the circuit.** Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~CLEC dispatch~~ trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

Q. WHAT OTHER LANGUAGE HAS ESCHELON PROPOSED?

A. Eschelon has proposed the following language as is underlined in bold type:

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point. If ~~the~~ **a repair** trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. **No charges for dispatches shall apply to installation troubles reported to a Qwest call center.** No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such

trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~CLEC dispatch~~ trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If ~~**the**~~ **a repair** trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. **No charges for dispatches shall apply to installation troubles reported to a Qwest call center.** Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~CLEC dispatch~~ trouble, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED LANGUAGE?

A. Qwest objects to Eschelon's language because it is ambiguous and would obligate Qwest to undertake provisioning dispatches without charge without regard to whether a dispatch was actually necessary.

Q. HOW IS ESCHELON'S LANGUAGE AMBIGUOUS?

A. Eschelon's language would apply to installation troubles "reported to a Qwest call center." The term "Call Center" is broad, and Qwest has different types of call

centers. Call centers such as Qwest's repair call center handle trouble reports for existing circuits. These call centers would require information that is not available with a circuit that is in the provisioning process, such as a circuit ID. Thus, the repair call center would not know how to handle a problem with the provisioning of a circuit. This would create confusion as well as delay in resolving the provisioning problem.

Q. WHY SHOULD QWEST'S LANGUAGE BE ACCEPTED?

A. Qwest's language should be accepted because it more appropriately describes Qwest's process where it will not charge CLECs for dispatches when Qwest is provisioning CLEC circuits. Qwest's language clearly defines when the dispatches for provisioning end and dispatches for repair begin. The provisioning is completed when the CLEC accepts the circuit.

VII. ISSUE 12-80: TROUBLE ISOLATION CHARGE

Q. PLEASE CLARIFY THE NATURE OF THE DISPUTE IN ISSUE 12-80.

A. The dispute in Issue 12-80 concerns two issues. The first issue is whether Qwest should compensate Eschelon for work that Eschelon performs during the provisioning of Eschelon's UNE's by inappropriately expanding the definition of trouble reports to include provisioning troubles. In my testimony above addressing issue 12-78, I expressed Qwest's concerns and enumerated the problems associated with Eschelon's proposed language regarding that issue.

The second issue is whether Qwest should compensate Eschelon for initial dispatches when Eschelon performs trouble isolation.

Q. WHAT LANGUAGE DOES QWEST PROPOSE?

A. Qwest proposes the following language:

12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation ("TIC") charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Services or TIC charge from CLEC's account and CLEC may bill Qwest for its repeat dispatch(es) to recover a Maintenance of Services or TIC charge or CLEC's actual costs, whichever is less, if all of the following conditions are met:

(a) the repeat Trouble Report(s) is the same trouble as the prior Trouble Report ("Repeat Trouble"), as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and

(b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and

(c) the Repeat Trouble has been found to be in the facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and

(d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in Qwest's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form. (If CLEC does not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6); and

(e) CLEC's demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC's records that are generated and maintained in the ordinary course of CLEC's business.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?

A. Eschelon proposes the following language:

12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation ("TIC") charges for a CLEC ~~T~~trouble ~~R~~report, Qwest will remove such Maintenance of Services or TIC charge from CLEC's account and CLEC may bill

Qwest for its ~~**repeat**~~ dispatch(es) **on Repeat Troubles(s)** to recover a Maintenance of Services or TIC charge or CLEC's actual costs, whichever is less, if all of the following conditions are met:

(a) the repeat ~~**T**~~**t**rouble ~~**R**~~**r**eport(s) is the same trouble as the prior ~~**T**~~**t**rouble ~~**R**~~**r**eport ("Repeat Trouble"), as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and

(b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and

(c) the Repeat Trouble has been found to be in the facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and

(d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in Qwest's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form. (If CLEC does not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6); and

(e) CLEC's demonstration of its technician dispatch on the ~~**prior and**~~ Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC's records that are generated and maintained in the ordinary course of CLEC's business.

Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED LANGUAGE?

A. Eschelon's proposed language inappropriately shifts the cost of Eschelon's responsibility to perform conclusive initial trouble isolation onto Qwest. Eschelon's language does this by removing the condition in the first paragraph of section 12.4.1.8 that requires Eschelon to dispatch a technician to isolate trouble when Eschelon's remote testing capability does not provide conclusive trouble isolation. The purpose of section 12.4.1.8 is to provide CLECs with the ability to bill Qwest under circumstances where the CLEC has been required to dispatch technicians a *second* time after the CLEC has ***correctly and conclusively***

performed initial trouble isolation. Eschelon's language does not capture the obligation for it to perform the work associated with initial trouble isolation and allows for inconclusive initial trouble isolation. It then requires Qwest to compensate Eschelon when Eschelon finally performs conclusive trouble isolation. One of the fundamental purposes of section 12.4.1.8 is ensure that CLECs, such as Eschelon, are providing sufficient trouble isolation prior to their request for Qwest's involvement. This is a cost of doing business for any telecommunications carrier. This charge should not be borne by Qwest.

Q. BY WAY OF BACKGROUND, WHAT FACILITIES ARE NEEDED SO THAT A FACILITIES-BASED CLEC, SUCH AS ESCHELON, MAY PROVIDE SERVICE TO ITS END USER CUSTOMERS?

A. Typically, with switched services, a CLEC would need a switch, a loop, and Customer Premises Equipment ("CPE"). The CPE is located at the customer location and is connected to the loop. The loop is connected to the switch. The loop is either self provisioned by the CLEC or the CLEC may lease an unbundled loop from Qwest or from a third party if available. The loop extends from the customer premises to a switch. Typically the switch is then connected to other switches so that the CLEC customer can exchange calls with customers that are connected to other switches. The switch may also be self provisioned by the CLEC or leased through a wholesale switching provider such as Qwest.

Q. WHEN QWEST'S UNBUNDLED FACILITIES ARE USED BY CLECS TO PROVIDE SERVICE TO THEIR CUSTOMERS DOES THE RESPONSIBILITY FOR MAINTAINING SERVICE TO THE CLEC'S END USER CUSTOMER FALL ONTO QWEST?

A. No. Regardless of how the CLEC obtains the infrastructure to provide service to its customer, it is the responsibility of the CLEC to ensure maintenance and repair of the end-to-end service it provides to its end user customer. When a CLEC obtains a portion of that end-to-end service via unbundled facilities from Qwest, Qwest will maintain the unbundled facilities it provides to the CLEC, but it does so at the direction of the CLEC. It is the responsibility of the CLEC to maintain the overall facilities and ultimately the service to the customer.

Q. IS IT THE RESPONSIBILITY OF ESCHELON TO ENSURE THE PROPER OPERATION OF ITS NETWORK AND THE NETWORK OF ITS END USER CUSTOMERS BEFORE ESCHELON QUESTIONS THE OPERATION OF QWEST'S UNBUNDLED FACILITY?

A. Yes. Quite simply, before Eschelon asks Qwest to look into a problem on a given circuit, it should have ***conclusively*** determined that maintenance or repair of Eschelon's network or its customers' CPE is ***not*** required. Only then should Eschelon ask to have Qwest personnel deployed to assist in trouble isolation.

Q. HOW DOES ESCHELON'S PROPOSED LANGUAGE AVOID ESCHELON'S RESPONSIBILITY TO FIRST CONCLUSIVELY ISOLATE TROUBLE IN ITS OWN NETWORK OR CPE?

A. Eschelon's language has removed the requirement for Eschelon to dispatch its own technicians when it cannot conclusively isolate trouble by using its remote testing capabilities. By removing the word "repeat" in the first paragraph of section 12.4.1.8 and "prior" in subsection (e) of section 12.4.1.8, Eschelon inappropriately eliminates any responsibility for Eschelon to dispatch its technician to perform initial conclusive trouble isolation.

Q. CAN REMOTE TESTING PROVIDE CONCLUSIVE TROUBLE ISOLATION?

A. Yes, but not always. Qwest does not dispute that remote testing may sometimes provide conclusive trouble isolation. This is why Qwest proposed the language in section 12.4.1.8.1. However, Eschelon's proposed language for section 12.4.1.8 makes a rule out of the exception. Eschelon's proposed language for section 12.4.1.8 would allow less than conclusive trouble isolation. For example "no dial tone" may be the problem reported as a result of Eschelon's trouble isolation. This provides Qwest with no indication of where the trouble is located within the network and demonstrates that Eschelon has done nothing more than relay a symptom that was provided by its customer. However, Eschelon's proposed

language would make this justification for Eschelon then shifting the burden of its network responsibilities onto Qwest.

Q. WILL A TECHNICIAN DISPATCH PROVIDE CONCLUSIVE TROUBLE ISOLATION WHERE REMOTE TESTING CAN NOT?

A. Yes. Typically the only way to conclusively isolate trouble for these types of services is to test from multiple test points on the circuit, which requires a dispatch. These points are found at different locations of the circuit. Because remote testing can only see trouble from one end of a circuit, remote testing may not allow for conclusive trouble isolation.

To illustrate the following provides an example of the test points that can be used for conclusive trouble isolation for an unbundled loop that is provisioned to a CLEC's collocation at the CLEC's end user customer's serving central office.[2] The first test point is the Qwest Network Interface Device located at the end user and is the demarcation point between the loop and the CPE network. This test point allows the technician to test only the portion of the circuit that is on the CLEC's end user customer side of the NID. Thus, a test of the end user customer's portion of the circuit that is isolated from the loop and the switch will provide conclusive trouble isolation if the trouble is on the CLEC's end user customer's side of the NID. If there is no trouble that is found when the technician tests the CLEC end user customer's side of the NID then the technician

[2] Although this example illustrates testing at single points of a circuit, trouble isolation testing may be required at multiple test points with multiple technicians. CLECs may request Qwest to assist the CLEC by requesting Qwest to perform joint testing with the CLEC.

may then test at the NID, the portion of the circuit between the NID and the switch. Although testing at this test point can be inconclusive for trouble isolation of an unbundled loop, it can provide the technician the information that trouble still exists on the circuit or that the trouble had been cleared.

A second test point location can be found at the Interconnection Distribution Frame ("ICDF") located at the Qwest central office, which is the demarcation point between the loop and the CLEC network. This test point allows the technician to test only the portion of the circuit that is on the CLEC's network side of the ICDF. Thus, a test of the CLEC's network portion of the circuit that is isolated from the loop and the CPE will provide conclusive trouble isolation if the trouble is on the CLEC's network. If there is no trouble that is found when the technician tests the CLEC's network side of the ICDF then the technician may then test, at the ICDF, the portion of the circuit between the ICDF and the CPE. Testing from the ICDF to the CPE can also provide the technician the information that trouble still exists on the circuit or that the trouble had been cleared. However, by eliminating the potential for trouble on the CLEC's network and on the customer's side of the NID, the combined testing from the NID towards the switch and from the ICDF towards the CPE provides conclusive trouble isolation to the unbundled loop such that the CLEC should submit a trouble report to Qwest's repair center. By isolating the different portions of the network such as the customer side of the NID and the CLEC network, a technician dispatch is a conclusive method of isolating trouble where remote testing sometimes is not.

Q. DOES ESCHELON'S PROPOSED LANGUAGE CREATE THE POTENTIAL FOR A LONGER REPAIR TIME FOR ITS CUSTOMERS?

A. Yes. By not performing initial conclusive trouble isolation, Eschelon creates the potential to delay the resolution of its customers' service impacting troubles.

Q. DOES ESCHELON'S PROPOSED LANGUAGE PROVIDE AN INCENTIVE FOR ESCHELON TO PERFORM INITIAL CONCLUSIVE TROUBLE ISOLATION?

A. No. Eschelon's language actually provides the incentive for Eschelon ***not*** to provide initial conclusive trouble isolation so that Eschelon could hope to receive compensation from Qwest for its subsequent conclusive trouble isolation. The more ambiguous and inconclusive Eschelon can be in the initial trouble isolation (e.g., "customer has no dial tone"), the better the likelihood that it will result in a repeat trouble report. This would help Eschelon reduce its repair expenses by shifting some of these expenses, inappropriately, onto Qwest.

Q. IS THE SCENARIO THAT IS BEING ADDRESSED BY THE LANGUAGE AT SECTION 12.4.1.8 A COMMON OCCURRENCE?

A. No. I estimate that the scenario addressed by Qwest's proposed language in section 12.4.1.8 occurs less than one percent of the total volume of trouble reports that are submitted by Eschelon. However, because Eschelon's proposed language inappropriately expands section 12.4.1.8 to include provisioning trouble reports and because it creates an incentive for Eschelon to not provide initial conclusive

trouble isolation, Eschelon will have incentive to drive this percentage upwards in the hope of recovering more of its provisioning and repair expenses from Qwest.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's proposed language should be accepted because it appropriately compensates Eschelon when Eschelon has (1) provided initial conclusive trouble isolation and (2) must subsequently dispatch its technician. Qwest's language also provides incentive for Eschelon to perform conclusive initial trouble isolation that will result in fewer repeat trouble reports and better service to the end user customer.

Q. WHY SHOULD ESCHELON'S LANGUAGE BE REJECTED?

A. Eschelon's proposed language eliminates its responsibility to conclusively isolate trouble through its initial trouble isolation processes of its network or the CPE. Eschelon's language then requires Qwest to inappropriately compensate Eschelon when Eschelon finally does dispatch a technician to conclusively isolate the trouble. Eschelon's proposed language also drives Eschelon to provide less than conclusive trouble isolation to enhance the potential to receive compensation from Qwest, though, ironically, at the expense of Eschelon's own end users. Thus, Eschelon's proposed language should be rejected.

VIII. ISSUE 12-80 (A): REMOTE TESTING CAPABILITY

Q. PLEASE EXPLAIN THE NATURE OF THE DISPUTE IN ISSUE 12-80(A).

A. The dispute in Issue 12-80(a) regards the circumstances under which Qwest will waive the requirement for Eschelon to demonstrate an initial dispatch of its technician associated with a trouble report. Qwest will do so when Eschelon has provided conclusive trouble isolation using its remote testing capabilities. By altering the situations in which Qwest would waive the dispatch requirement, the Eschelon proposed language would require Qwest to compensate Eschelon for a dispatch associated with a repeat trouble report. In reality, under Eschelon's proposed language, the only work that Eschelon would have performed was the work that it should have performed in the first place in fulfilling its obligation to isolate the trouble.

Q. WHAT LANGUAGE DOES QWEST PROPOSE?

A. Qwest proposes the following language:

12.4.1.8.1 Where CLEC has remote testing capability and provides Qwest with conclusive circuit specific test results that isolate trouble to Qwest's network, demonstration of CLEC's prior dispatch pursuant to subsection (e) of Section 12.4.1.8 will be waived.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?

A. Eschelon proposes the following language:

12.4.1.8.1 **Where CLEC does not have remote testing capability, subsection (e) of Section 12.4.1.8 requires a technician dispatch for both the prior and Repeat Trouble.** Where CLEC has remote testing capability and provides ~~**Qwest with conclusive circuit specific test results that isolate trouble to Qwest's network, demonstration of CLEC's prior**~~ **dispatch the test results described in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician**

dispatch pursuant to subsection (e) of Section 12.4.1.8 **only for the Repeat Trouble.**

Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED LANGUAGE?

A. Qwest objects to Eschelon's proposed language because its language does not require Eschelon to perform initial trouble isolation that will conclusively determine where the trouble exists in the network.

Q. WILL A TECHNICIAN DISPATCH PROVIDE CONCLUSIVE TROUBLE ISOLATION WHERE REMOTE TESTING CAN NOT?

A. Yes. As I explained above for issue 12-80, because remote testing can only see trouble from one end of a circuit, unbundled facilities that support services may not allow for conclusive trouble isolation with remote testing. Typically, the only way to conclusively isolate trouble for these types of services is to test from multiple test points on the circuit. My testimony for issue 12-80 explains in detail these test points and how a technician dispatch provides the conclusive test results when remote testing can not.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's language should be adopted because it appropriately recognizes the capabilities as well as the limitations of remote testing. Qwest is willing to agree that remote testing can sometimes provide conclusive trouble isolation, but Qwest also recognizes that remote testing may not provide the conclusive trouble

isolation in all cases. However, it is reasonable to expect that conclusive evidence be provided in all cases. Thus, Qwest's language should be adopted.

Q. WHY SHOULD ESCHELON'S LANGUAGE BE REJECTED?

A. Eschelon's language does not acknowledge the limitations of remote testing and does not require conclusive trouble isolation. In fact, Eschelon's only reference to the level of trouble isolation that it is willing to provide is a reference to an indication that there is trouble on the circuit. The lack of conclusive trouble isolation that Eschelon's proposed language permits increases the potential for repeat trouble and unnecessary dispatches of Qwest technicians. Thus, Eschelon's proposed language should be rejected.

IX. ISSUE 12-80 (B AND C): REPEAT TROUBLE V. REPEAT DISPATCH

Q. PLEASE CLARIFY THE NATURE OF THE DISPUTES IN ISSUES 12-80 B AND C.

A. Issues 12-80 B and C are the same issue contained within two separate sections of the disputed interconnection agreement. Sections 6.6.4 and 9.2.5.2 contain terms that dictate when Eschelon may charge Qwest for work Eschelon performs associated with a repeat trouble report.

Q. WHAT LANGUAGE DOES QWEST PROPOSE FOR ISSUE 12-80B?

A. Qwest proposes the following language:

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE FOR ISSUE 12-80B?

A. Eschelon proposes the following language:

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat **~~CLEC dispatch~~ trouble**, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

Q. WHAT LANGUAGE DOES QWEST PROPOSE FOR ISSUE 12-80C?

A. Qwest proposes the following language:

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician

and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat CLEC dispatch, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE FOR ISSUE 12-80C?

A. Eschelon proposes the following language:

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat ~~**CLEC dispatch**~~ **trouble**, CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED LANGUAGE?

A. Qwest objects to Eschelon's proposed language because it allows Eschelon to be inappropriately compensated by Qwest not for the work that should be performed associated with a repeat trouble, but for the mere act of reporting a repeat trouble.

Q. HOW WOULD ESCHELON'S PROPOSED LANGUAGE ALLOW ESCHELON TO CHARGE QWEST FOR WORK THAT ESCHELON DOES NOT PERFORM?

A. Eschelon's proposed language inappropriately removes Qwest's language agreeing to compensate Eschelon for its repeat dispatch pursuant to section 12.4.1.8, and instead obligates Qwest to compensate Eschelon based upon its mere reporting of Eschelon's repeat trouble. Eschelon may then be allowed to inappropriately claim compensation from Qwest by submitting a repeat trouble report without actually performing the trouble isolation work for which the compensation was intended. The Commission should only allow compensation for technician dispatch when an actual dispatch occurs.

Q. DOES QWEST'S PROPOSED LANGUAGE 12.4.1.8.1 PROVIDE ESCHELON WITH THE ABILITY TO BILL QWEST WITHOUT ITS DEMONSTRATION OF A REPEAT DISPATCH?

A. Yes. The purpose for Section 12.4.1.8.1 is to acknowledge that conclusive trouble isolation may be performed initially through remote testing and that a

subsequent dispatch performed by Eschelon may be unnecessary. The language in section 12.4.1.8.1 specifically addresses this and provides the exception that Eschelon attempts to capture in 9.2.5.2. The inappropriate result of Eschelon's proposed language is that it again makes a rule out of an exception. Eschelon's proposed language would then inappropriately apply dispatch charges to all repeat trouble reports regardless of whether subsequent dispatches were needed or performed.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's language should be adopted because Qwest's language appropriately compensates Eschelon for the work that Eschelon performs by dispatch.

Q. WHY SHOULD ESCHELON'S LANGUAGE BE REJECTED?

A. Eschelon's proposed language should be rejected because Eschelon's language inappropriately requires Qwest to compensate Eschelon for work that Eschelon does not perform.

X. ISSUE 12-81: TEST PARAMETERS AND LEVELS

Q. PLEASE CLARIFY THE NATURE OF THE DISPUTE IN ISSUE 12-81.

A. Issue 12-81 addresses how Qwest's technical publications should apply to the maintenance and repair of facilities that Qwest provides to Eschelon.

Q. WHAT LANGUAGE DOES QWEST PROPOSE?

A. Qwest proposes the following language:

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications and to the extent not inconsistent with the foregoing, Telecordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

Q. WHAT LANGUAGE DOES ESCHELON PROPOSE?

A. Eschelon proposes the following language:

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with ~~**Qwest's Technical Publications and to the extent not inconsistent with the foregoing,**~~ Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard, **and, to the extent not inconsistent with the foregoing, Qwest's Technical Publications.**

Q. WHY DOES QWEST OBJECT TO ESCHELON'S PROPOSED LANGUAGE?

A. Qwest objects to Eschelon's proposed language because it fails to acknowledge that while the Qwest network is built according to national industry standards and requirements, Qwest must adhere first and foremost to the technical publications developed specifically for the Qwest network and which in many instances exceed industry standards. These publications take national and industry standards and customize them to the specific needs of the Qwest network. Forcing Qwest to go to generic options may not be in the best interests of the network or its customers. Eschelon's proposed language ignores the purpose of

Qwest's technical publications which is to inform Eschelon of the capability of Qwest's network.

Q. WHAT IS THE PURPOSE OF QWEST'S TECHNICAL PUBLICATIONS?

A. Qwest develops its technical publications as information manuals to describe the technical capabilities and requirements of Qwest's network. Eschelon's proposed language inappropriately ignores the purpose of Qwest's technical publications which is to inform Eschelon of the capability of Qwest's network.

Q. HOW DOES ESCHELON'S PROPOSED LANGUAGE PROHIBIT QWEST FROM MAINTAINING FACILITIES PURSUANT TO QWEST'S TECHNICAL PUBLICATION?

A. Eschelon's proposed language effectively prohibits Qwest from maintaining facilities pursuant to Qwest's technical publications when Qwest has included features in its technical publications that exceed industry standards. For example, although the industry standard "T1.403 – 1999 Network and Customer Installation Interfaces - DS1 Electrical Interface" contains technical details for "RJ48X" connectors, Qwest's technical publication "DS1 Service and DS1 Rate Synchronization Service" calls for RJ48C, RJ48H, or RJ48M connectors. Qwest has chosen not to maintain the DS1 service to the technical standards of the RJ48X connector because of the possible interference that this particular connector may produce. Qwest has chosen not to support this feature of the standard. Under Eschelon's proposed language Qwest would be required to

maintain its facilities and service pursuant to a standard that is inferior to Qwest network capability.

Q. WOULD ESCHELON'S PROPOSED LANGUAGE OBLIGATE QWEST TO MAINTAIN STANDARDS THAT HAVE NOT BEEN IMPLEMENTED INTO QWEST'S NETWORK?

A. Yes. When there is an update to the industry standards these standards may not be immediately implemented into vendor equipment, Qwest's technical publications, or Qwest's network. Under Eschelon's proposed language, however, Qwest would be required to immediately upgrade its network based on any newly updated standard that happened to be consistent with Qwest's technical publication as well as immediately have upgrades available pursuant to any revisions of industry standards.

Q. ARE NETWORKS UPGRADED IMMEDIATELY UPON AN UPDATED INDUSTRY STANDARD?

A. No. Since a standard is updated by the industry as a whole, upgrades of networks nationwide are accomplished in phases. Carriers may still operate under earlier versions of industry standards until such time as it is feasible to introduce the new standards. Updates of industry standards sometimes require vendors to either develop new equipment or upgrade existing equipment. This may take anywhere from months to years depending on interoperability testing and whether carriers find the updated standard beneficial for implementation. When industry standards

evolve, the industry does not typically have the equipment available to immediately implement the changes. Thus, it is impossible for Qwest to maintain testing parameters for a standard that has not been fully integrated into existing equipment or deployed with new equipment. Qwest technical publications provide reference to industry standards in most cases. However, these references typically refer to the date and version of the standard that applies to the service that is provided. This is so it is clear as to what version of the standard is applicable to the service that Qwest provides. Although there may be a newer standard, Qwest may not have had the opportunity to implement the newer standard throughout Qwest's network or the change may be incidental to the service and cost prohibitive to implement.

Q. CAN ESCHELON PROVIDE SERVICES BASED ON FEATURES OF STANDARDS OTHER THAN THOSE FEATURES DESCRIBED IN QWEST'S TECHNICAL PUBLICATION?

A. Yes. Qwest does not limit Eschelon from providing service to its customers. However, Qwest does provide its technical publications for informational purposes. Eschelon's proposed language inappropriately ignores the purpose of Qwest's technical publications, which is to inform Eschelon of the capability of Qwest's network.

Q. DOES QWEST USE TEST PARAMETERS THAT IN SOME CASES EXCEED INDUSTRY STANDARDS?

A. Yes. Qwest has developed its testing procedures to provide the most reliable service that is feasible based on the capability of Qwest's network. In fact, the test parameters[3] that Qwest uses provide more rigorous testing of Qwest's DS-1 circuits than is required by the ANSI standard[4]. Qwest has implemented testing procedures that use testing parameters that exceed industry standards, and this provides Qwest and CLECs with additional assurance that Qwest's network will operate reliably for customers.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's language should be adopted because it more appropriately reflects the relationship between Qwest's technical publications and industry standards. Qwest's technical publications provide CLECs with the information that is required so that CLECs are aware of the network capabilities of Qwest. Qwest's maintains its network at levels pursuant to Qwest's network capabilities as described in Qwest's technical publications and applicable industry standards.

[3] See Technical Report No. 25 A technical report on Test Patterns for DS1 Circuits November, 1993.
[4] See American National Standard Institute ("ANSI") T1.510-1999 section A.3, 1.544 Mbit/s pattern sensitivity testing.

Q. WHY SHOULD ESCHELON'S LANGUAGE BE REJECTED?

A. Eschelon's proposed language should be rejected because it inappropriately expands Qwest network maintenance responsibilities to levels that may exceed Qwest's network capabilities or even lessen the reliability of Qwest's network.

XI. ISSUE 12-83: DISPATCH AND RELATED CHARGES

Q. PLEASE CLARIFY THE NATURE OF THE DISPUTE IN ISSUE 12-83.

A. Issue 12-83 involves section 12.4.3.6.1 of the ICA, which addresses when Qwest may charge Eschelon when Qwest dispatches a technician to isolate trouble to Eschelon's network. The parties have reached agreement regarding this issue, and this issue is closed.

XII. CONCLUSION

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.