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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

AT&T BROADBAND PHONE OF
WASHINGTON, LLC.,

Complainant,

v.

QWEST CORPORATION,

Respondent.

Docket No. UT-020388

QWEST CORPORATION'S
ANSWER TO COMPLAINT

Pursuant to RCW 80.04.110 and WAC 480-09-420, Qwest Corporation ("Qwest") answers the complaint in this matter as follows. This answer is filed on a shortened time from the 20 days allowed in WAC 480-09-425 in accordance with the Commission's notice dated April 4, 2002. Qwest reserves the right to amend and/or supplement this answer as additional information becomes available. Qwest denies all allegations of the complaint not expressly admitted herein.

PARTIES

1. Complainant. As to the allegations set forth in paragraph 1 of the Complaint, Qwest admits that AT&T Broadband ("AT&T") is a registered CLEC in Washington, and is authorized to provide telecommunications services.

2. Respondent. As to the allegations set forth in paragraph 2 of the Complaint, Qwest admits that it is an ILEC as defined in 47 U. S. C. § 251(h) and that it provides telecommunications services in certain areas of the state of Washington.

1 **JURISDICTION**

2 3. **Commission Jurisdiction.** As to the allegations set forth in paragraph 3 of the Complaint,
3 Qwest states that the cited provisions of the Revised Code of Washington and the Washington
4 Administrative Code speak for themselves and that no answer is required. Qwest denies that RCW
5 80.36.170 is relevant or applicable to the issues in this case.

6 **BACKGROUND**

7 4. **Service Areas Affected.** Answering paragraph 4 of the Complaint, Qwest admits that
8 both Qwest and AT&T provide local exchange service in Seattle, Washington, and Vancouver,
9 Washington. Qwest admits that AT&T sometimes obtains local number portability from Qwest.

10 5. **Qwest Rejection of AT&T Broadband Orders.** Answering paragraph 5 of the
11 Complaint, Qwest admits that it has from time to time rejected AT&T orders for local number portability
12 in the Vancouver, Washington area because the end-user customer has a local service freeze on his or her
13 account. When orders from AT&T are rejected for this reason, they contain a notice that generally
14 instructs AT&T to have the end user contact his or her current local service provider to have the local
15 service freeze removed.

16 6. **Qwest Local Service Freeze Implementation.** Answering paragraph 6 of the Complaint,
17 Qwest admits that AT&T may have begun experiencing more rejections during the week of February 25,
18 2002 than AT&T had experienced in the past. This may have been due in part to a backlog of orders to
19 add a local freeze that were worked by the vendor during mid-February. However, Qwest has offered
20 local service freezes in Washington in accordance with the requirements of WAC 480-120-139 for some
21 time and did not only begin doing so in February of 2002. Qwest admits that under its practices, as well
22 as the Commission rule, customers are required to contact Qwest, either individually or on a three-way
23 call with Qwest and the new provider, to have the local service freeze removed once it is placed on the
24 customer's account.

25 7. **Customer Ability to Remove Freeze.** With regard to the majority of the allegations
26 contained in paragraph 7 of the Complaint, Qwest is without information sufficient to form a belief as to

1 the truth of those allegations and Qwest therefore denies the same. Qwest's customer service
2 representatives have been instructed with regard to the proper processes for both imposing and removing
3 a local service freeze. Based on information obtained through meetings with AT&T, it appears as though
4 customers may have been asking Qwest to remove a "PIC" freeze (primary interexchange carrier). A
5 PIC freeze is different from a local freeze in that the PIC freeze is specific to a customer's interexchange
6 carrier and not a customer's local exchange carrier. If customers were asking Qwest to remove a PIC
7 freeze as opposed to a local service freeze, there may have been some confusion and an inability to have
8 the freeze lifted properly. Additionally, it appears as though the request to remove a PIC freeze may have
9 been the cause of a customer being told that a fee of \$5.00 would be added to the customer's next bill to
10 cover the cost of removing the freeze. In accordance with Qwest's tariffs, a \$5.00 fee is applied to a
11 customer's account when a customer changes his or her interexchange carrier. There are no fees
12 associated with removing a local service freeze or changing a local service carrier.

13 8. AT&T Broadband Escalation Attempt. With regard to the allegations contained in
14 paragraph 8 of the Complaint, Qwest admits the same.

15 9. Continued Customer Inability to Remove Freeze. Qwest denies the allegations contained
16 in paragraph 9 of the Complaint. Qwest has implemented a process whereby end user customers may
17 call Qwest to remove their local service freeze and Qwest will process a CLEC order to change the
18 customer's local service provider on the same day. Qwest has instructed AT&T to include the "R order"
19 number on its local service request form, and Qwest is in the process of ensuring that all of its service
20 representatives are trained in this process. Qwest has taken the extra step of establishing a toll free
21 number to assist AT&T and its customers with regard to the removal of local service freezes.

22 10. AT&T Broadband Subsequent Escalation Attempt. Qwest generally denies the
23 allegations contained in paragraph 10. Based on Qwest's records, it appears as though AT&T did
24 escalate the local service freeze issue again on March 6, 2002. An individual in Qwest's executive offices
25 was contacted for assistance with regard to removing a local service freeze for a particular customer.
26 Qwest's employee assisted the end user customer in having his local service freeze removed. Later that

1 same day an AT&T representative contacted the Qwest executive office employee and asked for
2 confirmation that the customer had had his local service freeze removed. The Qwest employee confirmed
3 that the local freeze had been removed for that particular customer. The AT&T employee then asked the
4 Qwest representative to go through a list of customers with him and remove local service freezes for each
5 of those customers. Qwest's executive office employee refused to do so, explaining to AT&T that only
6 the end user customer could remove a local service freeze and that AT&T could not do so on the
7 customer's behalf. The AT&T employee became quite agitated at that point and insisted that Qwest
8 remove the local service freezes. The Qwest employee again refused to do so, instructing AT&T that the
9 customer must personally request the removal of a local service freeze, in accordance with Washington
10 Commission rules.

11 11. AT&T Broadband Attempts to Assist Customers. As to the allegations set forth in
12 paragraph 11 of the complaint, Qwest is unable to admit or deny a number of the general allegations
13 contained in this paragraph. However, Qwest admits that it did establish a toll free number to assist
14 AT&T and its customers with regard to the removal of local service freezes. That 800 number is still in
15 place and the capacity on that number has been increased to accommodate the volume of calls being
16 received. Qwest acts promptly to process customers' orders to have local service freezes removed and
17 has committed to AT&T to retain this 800 number as an avenue for both CLECs and end users to use for
18 removal of local service freezes.

19 12. AT&T Broadband Further Escalation Attempts. As to the allegations set forth in
20 paragraph 12 of the complaint, Qwest admits that AT&T did provide it with a spreadsheet containing 26
21 customer names and telephone numbers. AT&T claimed that the customers identified on that
22 spreadsheet had local service freezes placed on their accounts and that those customers had not
23 authorized that local service freeze. Qwest believes that for all of the 26 accounts it has a third party
24 verification ("TPV") or a record in the account notes indicating the customer requested a local service
25 freeze.

26 13. Qwest Freezes. As to the allegations set forth in paragraph 13 of the complaint, AT&T

1 has complained that Qwest has not provided the TPV or other proof that the local service freeze was
2 properly imposed. Qwest is neither obligated nor authorized to provide AT&T with the TPV. However,
3 on all of the affected accounts, Qwest believes that the appropriate process was followed when the freeze
4 was imposed. Qwest is willing to provide the detailed information to the Washington Commission or
5 other regulatory body upon request.

6 With regard to the TPV of the freeze, Qwest has recently learned that the vendor who was
7 performing the third party verifications did not always make the appropriate record of the customer
8 requesting the freeze in each instance, so an actual voice recording of the TPV is not available in each
9 case. Qwest has discontinued use of that vendor for TPVs. Qwest now has a different vendor
10 performing the TPVs. That vendor is performing them properly and maintaining the proper records.
11 Records that are available from the prior vendor show that the vendor was correctly obtaining the
12 customer's authorization as required in connection with the local service provider freeze. Qwest can
13 provide documentation as discussed above with regard to the 26 customers identified in paragraph 12.

14 With regard to the other allegations contained in this paragraph, Qwest is unable to research or respond
15 to them because customer names and telephone numbers are not identified.

16 14. Customer Inability to Change Local Service Provider. With regard to the allegations
17 contained in paragraph 14 of the Complaint, Qwest is without information sufficient to form a belief as to
18 the truth of those allegations, and therefore denies the same. The allegations contained in this paragraph
19 are so general and so dependent upon knowledge that only AT&T has, that Qwest is unable to determine
20 whether those allegations are accurate. However, Qwest reiterates that it has instituted proper
21 procedures for its own representatives and the TPV providers for the imposition and removal of local
22 service freezes. Qwest believes that the processes that are currently in place are working and that to the
23 extent that there were brief periods of time during which there were backlogs of orders for adding local
24 service freezes or there was confusion with regard to the removal of the freeze, those issues have been
25 resolved.

26 AT&T's complaint suggests that Qwest has not been responsive to AT&T's concerns about the

1 local service freeze issues. This suggestion is inaccurate. Qwest has been responsive to AT&T in many
2 ways, responding to inquiries presented on a business to business basis, to complaints made to the Qwest
3 law department, and to a Change Request (“CR”) presented through the industry Change Management
4 Process (“CMP”).

5 On March 8, 2002, AT&T submitted a CR through the CMP. Under this process, AT&T’s
6 request for a change in Qwest’s processes would normally take several weeks to be heard in a general
7 CLEC meeting, and would receive a formal response by mid-May. However, AT&T requested that the
8 process be expedited, and Qwest has worked with AT&T and the CLECs to address these issues on a
9 much more rapid timeline. AT&T and Qwest had a conference call on the CR on March 18, 2002.
10 AT&T presented the CR at the monthly CMP meeting on March 20, 2002, and there was a general
11 conference call with all interested CLECs on March 26, 2002. AT&T has submitted several rounds of
12 questions and demands to Qwest through the CMP, and Qwest provided a binding response to all of the
13 issues raised to date on April 11, 2002. That response is attached as Exhibit A to this answer.

14 Additionally, all of the information related to this particular CR is publicly available at

15 <http://qwest.com/wholesale/cmp/changerequest.html>.¹ Qwest will continue to work these issues in the
16 CMP as necessary. Given Qwest’s cooperation and efforts to expeditiously process AT&T’s CR,
17 Qwest was quite surprised that AT&T opted to file this complaint and seek emergency relief.

18 **CLAIMS FOR RELIEF**

19 **A. Violation of WAC 480-120-139 (Preferred Carrier Freezes)**

20 15. **Reallegation.** Qwest incorporates its answers to paragraphs 1-14 of the complaint as if
21 fully set forth herein.

22 16. **Preferred Carrier Freeze.** Qwest admits that AT&T has accurately set forth provisions of
23 WAC 480-120-139 in paragraph 16 of its Complaint.

24 17. **Unauthorized Preferred Carrier Freezes.** Qwest denies that it violated WAC 480-120-

25 _____
26 ¹ From that page, click on the blue text “CLEC Change Request - Product/Process Interactive Reports” and then scroll
down and click on the blue rectangular box “PC030802-1” – currently at report line number 20.

1 139(5). Qwest admits that the vendor who was performing the required TPVs did not always retain a
2 recording of the customer authorization, but does not believe that that constitutes a violation of the rule.

3 18. Refusal to Lift Preferred Carrier Freezes. Qwest denies the allegations in this paragraph.

4 **B. Violation of RCW 80.36.170 (Unreasonable Preference)**

5 19. Reallegation. Qwest incorporates its answers to paragraphs 1-14 of the complaint as if
6 fully set forth herein.

7 20. Unreasonable Disadvantage. Qwest admits that AT&T has accurately quoted a portion
8 of RCW 80.36.170. Qwest denies that statute is relevant or applicable to this Complaint.

9 21. Qwest Violation of RCW 80.36.170. Qwest denies that it has violated RCW
10 80.36.170.

11 22. Need for Emergency Relief. Qwest denies that there is any danger to the public welfare,
12 immediate or otherwise, and denies that emergency relief under WAC 480-09-510 is appropriate. There
13 is no need for emergency relief established in the complaint, and AT&T's submission in support of
14 expedited relief, filed April 10, merely supports AT&T's desire for rapid resolution of the issues. It does
15 not support application of the procedures in WAC 480-09-510.

16 **PRAYER FOR RELIEF**

17 At all relevant times, Qwest acted in conformance with its tariffs, applicable Commission Orders,
18 and state and federal law. The relief requested by AT&T is not warranted. Specifically, the Commission
19 should not suspend the operation of the rule authorizing preferred carrier freezes, and should not penalize
20 Qwest.

21 WHEREFORE, having answered the Complaint, Qwest requests that the Complaint be
22 dismissed.

23 DATED this 11th day of April, 2002.

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