

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

ESCHELON TELECOM OF)
WASHINGTON, INC.,) DOCKET NO. UT-
)
Complainant,)
) Declaration of Larry Christensen
v.)
)
QWEST CORPORATION)
)
Respondent.)
.....)

1. My name is Larry Christensen. I am employed by Qwest and my title is Director – Interconnection Agreements. I make this declaration based on my own personal knowledge.
2. I have read Qwest’s Answer to Eschelon’s Petition for Enforcement of Section 252(i) and Complaint and the factual allegations contained therein are true and correct to the best of my knowledge.
3. I have been a party to internal discussions with regard to Eschelon’s request to opt-in to the McLeod rates. Qwest had a number of questions concerning Eschelon’s October 29, 2002 letter requesting to opt-in to McLeod’s rate amendment. The letter was not clear about the service package Eschelon expected or that Eschelon would accept legitimately related terms and conditions. Because Eschelon had feature and listing options in its agreement that were absent from the McLeod agreement, Eschelon would lose those additional options at a flat rate if it had simply opted-in to the McLeod agreement. Moreover, by opting-in to the McLeod agreement, their agreement would terminate two years sooner than its current agreement. The subsequent correspondence from Qwest to Eschelon was intended to determine whether Eschelon truly wanted to opt-in to the McLeod agreement or whether Eschelon wanted some combination of the terms and conditions of the McLeod agreement and the Eschelon agreement. The former would be a significant change to the Eschelon agreement in effect but could be accomplished through a simple opt-in while the latter would require negotiations. Qwest felt it was in the best interest of both parties to discuss and negotiate the request.
4. Although each letter from Qwest to Eschelon regarding the issue in this case directed Eschelon to contact me to initiate a meeting to discuss Eschelon’s opt-in request, my only direct

contact with Eschelon on this issue was one twenty minute telephone call on April 4, 2003 with Mr. Ahlers and Mr. Corbetta, outside counsel for Qwest, during which Mr. Ahlers sought clarification regarding Qwest's general position on opt-in requirements and the concerns that Qwest had raised in its prior correspondence. During the call, I expressed a willingness to negotiate the issues discussed. Again, at the close of the call, I stressed the need to negotiate the issues of the Eschelon request. Mr. Ahlers indicated that he needed to discuss the matter with his client and that he would get back to us. However, no negotiations were ever requested as a result of that call and the next communication from Eschelon on this issue was the filing of a complaint by Eschelon with the Minnesota Commission.

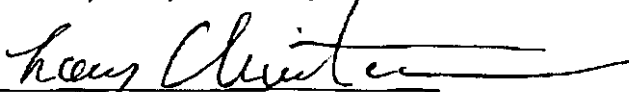
5. Eschelon is familiar with the negotiation process, and has previously negotiated interconnection agreements and amendments with Qwest on numerous other issues.

6. Eschelon never directly communicated to Qwest that it was willing to accept any terms related to the pricing in the McLeod agreement as part of its opt-in demand. These terms include the feature and listing options in the McLeod Agreement which are different than the Eschelon Agreement, as well as the expiration date of December 31, 2003. Eschelon's communication to Qwest of what it really wanted came through the Minnesota complaint. That information made it clear that Qwest was correct in its opinion that Eschelon did not want to opt-in to the McLeod amendment but wanted only limited terms and conditions offered in that amendment, thus requiring negotiations.

7. Since the filing of the Petition, Qwest has offered Eschelon an amendment to its interconnection agreement reflecting the McLeod UNE-P pricing (\$21.16 for Washington, plus a \$0.35 increment for AIN and listing services). That amended rate expires on December 31, 2003, the same date as the McLeod expiration date. The proposed amendment does not require changes to Eschelon's volume commitments.

I hereby declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge.

Dated and signed this 25th day of September, 2003, at Denver, Colorado.



Larry Christensen

Director - Interconnection Agreements, Qwest