

Washington
DOCKET NO. UT-083041
Charter 01-044

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 044

Re: Albersheim Direct Testimony at pages 10-14: Without naming the CLEC, please identify and describe each time since January 1, 2005, that Qwest has backbilled a CLEC or a CLEC backbilled Qwest for services provided pursuant to a state commission-approved interconnection agreement for a time period longer than one year. For each such time, please provide the following information:

- a. The service backbilled;
- b. The amounts backbilled; and
- c. The reason the amounts had not been billed earlier.

RESPONSE:

CLEC Backbilling to Qwest: Please see confidential attachment A. This contains all data currently available. In most cases, the reason for backbilling is no longer available.

Qwest Backbilling to CLECs: Qwest objects to this data request on the basis that this information is not readily available to Qwest. It would be overly burdensome and require manual data compilation in order to obtain this information. Without waiver of this objection, Qwest states that it has not been able to locate any occasions in Washington where Qwest back-billed a CLEC during the time period requested.

Respondent: Renee Albersheim

Washington
DOCKET NO. UT-083041
Charter 01-045

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 045

Re: Albersheim Direct Testimony at pages 14-17: Please provide all facts that support Qwest's position that it alone should be authorized to require a deposit and specifically that support Ms. Albersheim's statement on page 17, lines 14-15, that "Qwest is the primary entity whose facilities are being used to provide services under this contract," including but not limited to any support Qwest claims as a result of the services that Qwest and Charter have provided to each other, the amounts each party has billed the other, and the parties' payment history under the existing interconnection agreement between the parties and any assessment undertaken by Qwest of the relative risks that each party poses of nonpayment of amounts likely to be billed for services under the agreement that is the subject of this arbitration.

RESPONSE:

Qwest's assessment of the relative risk of non-payment is that Charter poses a much higher risk than Qwest because Charter is the only entity making payment under the agreement. In addition, Charter's unwillingness to agree to reasonable insurance requirements indicates to Qwest that Charter poses greater risks than a CLEC that is willing to agree to Qwest's insurance requirements.

Respondent: Renee Albersheim

Washington
DOCKET NO. UT-083041
Charter 01-046

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 046

Re: Albersheim Direct Testimony at page 19, lines 13-15: Is it Qwest's position that anything less or other than a "Best's" rating of A-VII is insufficient to assure that a CLEC's "insurance carrier is managed well and has the financial strength to pay claims"? If so, please provide all data, studies, or other empirical evidence that supports Qwest's position.

RESPONSE:

No. During negotiations, Qwest offered Charter several other options, none of which were accepted by Charter. These options included the following:

Charter could self-Insure if Charter could maintain a new worth of \$50 Million.

Charter could use a captive insurance company if this company maintains \$10 Million in assets.

Qwest is willing to accept an insurer with a Standard & Poor's rating of BBB. Qwest will also accept Lloyds of London placements.

The Best's rating of A-VII as well as the above options are minimum standards for Qwest. These standards are documented by Marsh, an independent insurer financial analyst. Marsh's guidelines are provided as Attachment A. Note that Best's highest insurer rating is A++ and financial category XV. Best's guidelines are provided as Attachment B. A complete review of Best's methodologies may be viewed at <http://www.ambest.com/ratings/methodology.asp> and <http://www.ambest.com/ratings/guide.asp>.

Respondent: Renee Albersheim and Qwest Risk Management

Washington
DOCKET NO. UT-083041
Charter 01-047

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 047

Re: Albersheim Direct Testimony at page 30, lines 7-8: Please identify the legal authority and specific sections of parties' agreement that "sufficiently address Charter's recourse rights if Qwest unreasonably refuses to settle a dispute."

RESPONSE:

To the extent that Qwest is going to present legal authority on this issue, it will do so in its briefs.
For contract provisions see Sections 5.18 and 5.22.

Respondent: Renee Albersheim

Washington
DOCKET NO. UT-083041
Charter 01-048

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 048

Re: Albersheim Direct Testimony at page 37, lines 3-4: Please identify the "other protections within this document."

RESPONSE:

Ms. Albersheim's testimony, cited in the question, was in regard to the issue of whether or not there should be language within the agreement regarding no express or implied warranties. Ms. Albersheim's complete statement was that, "Charter has other protections within this document that allow it to test the services provided by Qwest and to determine whether the services are acceptable before accepting them from Qwest." An example of such provisions in the contract that allow Charter to test and determine if services are acceptable before receiving them are provided in Section 7.2.2.10 and its subsections regarding testing of LIS Trunks. The language in this section is undisputed. Other examples of these testing provisions can be found in Sections 7.3.5.3, 9.1.6 (and its sub-paragraphs), 9.1.12 subparts, 10.2.6 and 12.3.4.

Respondent: Renee Albersheim

Washington
DOCKET NO. UT-083041
Charter 01-049

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 049

Re: Albersheim Direct Testimony at page 28, lines 11-15: Please list the "formal definitions" and identify where these terms are "used elsewhere and have a different meaning."

RESPONSE:

Ms. Albersheim's complete statement was, "Charter proposes to create definitions in Section 5.9.1.1 of the contract and then use those definitions in subsequent sections of the contract. First, the standard for the contract is to place definitions in Section 4 of the contract. But more problematic is the fact that Charter proposes to create formal definitions for this section when these terms are used elsewhere and have a different meaning." The point here is that Charter proposes to place formal definitions within the body of paragraphs relating to indemnification, rather than in the normal location for definitions in Section IV of all of Qwest's Interconnection Agreements. This creates the potential for confusion as terms such as claim and loss appear elsewhere in the agreement. Thus one will have to consider whether the defined term in the indemnification portion of the contract is to be used elsewhere, and that use may or may not be accurate or appropriate. To illustrate this potential for confusion I have cited all the uses of the word claim and the word loss in the contract below:

The word "claim" appears in the following Sections: 5.6.1.2, 5.9.1.1, 5.9.1.2, 5.9.2.1, 5.10.2, 5.18.1, 5.18.2, 5.20.1, 5.23.1, 9.3.5.4.1, 9.5.4.2.1, 10.3.6.3, 10.6.2.9.1

The word "loss" appears in the following sections: 5.8.1, 5.9.1.1, 5.9.1.2, 5.10.2, 5.20.1, 10.6.2.9.1, 11.17

Respondent: Renee Albersheim