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24 Joan E. Kinn

25 Court Reporter

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1 P R O C E E D I N G S

2 JUDGE RENDAHL: Good morning, I'm Ann
3 Rendahl, the Administrative Law Judge and Arbitrator
4 presiding over Docket Number UT-043013 captioned In the
5 Matter of the Petition for Arbitration of an Amendment
6 to Interconnection Agreements of Verizon Northwest,
7 Incorporated with Competitive Local Exchange Carriers
8 and Commercial Mobile Radio Service Providers in
9 Washington pursuant to 47 U.S.C. Section 252 (b) and the
10 Triennial Review Order.

11 We're here before the Utilities and
12 Transportation Commission this morning, August 16th,
13 2004, for a status conference in this proceeding to
14 address a filing Verizon made, a tariff filing Verizon
15 has made in Docket Number UT-041316, to address any
16 issues that may relate to the arbitration proceeding.

17 A notice of the status conference was issued
18 on short notice on Friday and sent electronically to all
19 parties in the docket. The reason for the short notice
20 was to try to resolve any issues prior to the
21 Commission's August 25th open meeting. The Staff
22 generally needs to prepare its memoranda and
23 recommendations by Friday so that they can be made
24 available to the public on Monday prior to the open
25 meeting. So given Mr. Potter's schedule, who represents

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1 Verizon before the Commission, as well as
2 Mr. O'Connell's schedule, we needed to schedule this
3 early this week, and the conference bridge was not
4 available tomorrow, so we had to schedule this for
5 today, so I appreciate all of you calling in on short
6 notice.

7 So before we go any farther, let's take
8 appearances from the parties beginning with Verizon.
9 And since all of you have made appearances in this
10 docket previously, if you would just state your name and
11 the party you represent, that would be sufficient.

12 Mr. O'Connell.

13 MR. O'CONNELL: Thank you, Judge Rendahl,
14 this is Timothy J. O'Connell of the law firm of Stoel
15 Rives, LLP, appearing on behalf of Verizon Northwest,
16 Inc.

17 JUDGE RENDAHL: Thank you, Mr. O'Connell.
18 And if you would speak up when you do, speak up, if you
19 would talk louder or directly into the mouthpiece, that
20 would be helpful.

21 MR. O'CONNELL: I am using a phone at home,
22 Your Honor, so I will try to speak as loud as I can. Is
23 that a little better?

24 JUDGE RENDAHL: That is better.

25 MR. O'CONNELL: Thank you.

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1 JUDGE RENDAHL: Okay, let's see, Mr. Kopta.

2 MR. KOPTA: Gregory J. Kopta of the law firm
3 Davis Wright Tremaine, LLP, on behalf of XO Washington
4 and Time-Warner Telecom of Washington.

5 JUDGE RENDAHL: Thank you.

6 Mr. Harlow.

7 MR. HARLOW: Good morning, Your Honor, I'm
8 appearing as local counsel with Heather Hendrickson, she
9 will give that list of clients if I might defer to her.
10 In addition, I'm appearing on behalf of Centel
11 Communications.

12 JUDGE RENDAHL: Thank you.

13 And Ms. Hendrickson.

14 MS. HENDRICKSON: Yes, this is Heather
15 Hendrickson from Kelley, Drye & Warren. I'm also here
16 with Andy Klein of Kelley, Drye & Warren. We're
17 representing the Competitive Carrier Group, which is
18 comprised of Advanced Telecom Group, Inc., BullsEye
19 Telecom, Inc., Comcast Phone of Washington, LLC, Covad
20 Communications Company, Global Crossing Local Services,
21 Inc., and KMC Telecom V, Inc.

22 JUDGE RENDAHL: And no longer Winstar?

23 MS. HENDRICKSON: Winstar is an inactive
24 participant at this point.

25 JUDGE RENDAHL: Okay, thank you for that

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1 clarification.

2 MS. HENDRICKSON: Thank you.

3 JUDGE RENDAHL: Ms. Friesen.

4 MS. FRIESEN: Good morning, Your Honor, Letty

5 Friesen on behalf of AT&T Communications of the Pacific

6 Northwest, Inc., as well as TCG Seattle and TCG Oregon.

7 JUDGE RENDAHL: Thank you.

8 And Ms. Singer Nelson.

9 MS. SINGER NELSON: Michel Singer Nelson
10 appearing on behalf of MCI.

11 JUDGE RENDAHL: Thank you. Is there anyone
12 else on the bridge who has not previously stated an
13 appearance?

14 Okay, well, let's move on, and really, as I
15 stated before, the purpose of the status conference this
16 morning is to address the tariff filing that Verizon
17 made in Docket Number UT-041316 as described in the
18 notice issued on Friday, August 13th.

19 And I guess I would like to ask Verizon to
20 address its filing and explain why, what the
21 relationship is with the arbitration docket, if any, and
22 then I would like to hear from the other parties. And
23 again, the purpose is to better inform Staff as to what
24 recommendations to make before the Commission on the
25 August 25th open meeting. Staff in preparation for the

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1 August 11th open meeting had recommended that the
2 Commission suspend the tariff filing and consolidate it
3 with the arbitration proceeding to make sure that there
4 was no issue in addressing the matter in the open
5 meeting and precluding any resolution of the issue in
6 the arbitration proceeding. So that's sort of a bit of
7 background on the matter.

8 Has someone else joined us on the bridge
9 line?

10 MS. JOHNSON: Karen Johnson, Your Honor, I'm
11 sorry I'm late.

12 JUDGE RENDAHL: That's all right. And you're
13 with Integra?

14 MS. JOHNSON: That's correct.

15 JUDGE RENDAHL: Good morning.

16 MS. JOHNSON: Thank you.

17 JUDGE RENDAHL: Mr. Harlow, Ms. Hendrickson,
18 Mr. Kopta, Mr. O'Connell, Ms. Friesen, and Ms. Singer
19 Nelson are also on the line.

20 MS. JOHNSON: Thank you, Your Honor.

21 JUDGE RENDAHL: And I was just having just
22 taken appearances, we were just heading into the main
23 topic, which is the tariff filing that Verizon made.

24 And, Mr. O'Connell, could you address what I
25 just asked you to focus on.

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1 MR. O'CONNELL: I certainly will, Your Honor.
2 This is Tim O'Connell on behalf of Verizon. And again,
3 if at any point I get too faint, please do interrupt me,
4 and I will try and be certain to speak clearly enough so
5 that everyone can hear. Am I coming across okay right
6 now?

7 JUDGE RENDAHL: You're fine right now.

8 MR. O'CONNELL: I try not to ask if you can
9 hear me now because that would be --

10 JUDGE RENDAHL: It would probably raise a few
11 laughs, as it just did.

12 MR. O'CONNELL: That's okay.

13 Your Honor, I guess I will start off with a
14 general kind of apology that if a filing has caused
15 confusion, that clearly is never the company's intent.
16 But I preface it that way because frankly there is no
17 relationship between that tariff filing and this docket,
18 and that is intentional on the company's part. We may
19 respectfully disagree with the Commission's order that's
20 sometimes referred to as the stand still order, but we
21 are aware that the Commission has entered that order,
22 and we do not knowingly --

23 JUDGE RENDAHL: Can you repeat that, the
24 Commission.

25 MR. O'CONNELL: Yes. We are aware of the

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1 Commission's order, and we would of course not knowingly
2 flout it. If you look at the tariff filing itself, it
3 pretty explicitly makes clear that this tariff filing is
4 only going to be applicable in cases in which the
5 requesting party, the, we're going to mix our acronyms
6 here, the CLP in the terms of the tariff, does not have
7 a effective interconnection agreement between the
8 company and the CLP. If you review the tariff, the only
9 items that are changed in this regard are Section 2,
10 Sheet 2, in which there is a paragraph, there are two
11 textual paragraphs, certain withdrawn network elements.
12 The first textual paragraph refers to the TRO and
13 indicates that the company will no longer provision new
14 orders for the following elements:

15 Except as otherwise required under an
16 effective interconnection agreement
17 between the company and the CLP.

18 That language is repeated in the second
19 textual paragraph of the tariff in which the company
20 refers to the making available alternative arrangements:

21 Except as otherwise required under an
22 effective interconnection agreement
23 between the company and the CLP.

24 And then it goes on to identify the tariffs,
25 the UNES that are withdrawn by virtue of this filing.

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1 This filing is intended to clean up frankly a
2 loose end and nothing else. That is, it is always a
3 potential issue of dispute, but nonetheless this is an
4 intent to clean up the question of what might occur if
5 someone who did not have a currently effective
6 interconnection agreement attempted to order any of
7 these UNEs out of the tariff without reference to an
8 interconnection agreement, that and nothing more. If a
9 party is placing an order under currently effective
10 interconnection agreement, by its terms this tariff is
11 not applicable.

12 And we have tried to be careful about that,
13 because, you know, in the off chance that some parties
14 might have an interconnection agreement that refers to a
15 state local tariff for pricing of some elements, I'm not
16 saying that all interconnection agreements do that, but
17 some might, if you look at the entirety of WNU 21, you
18 notice that the pricing is in Section 5, and we have not
19 made any changes to Section 5, the pricing section, even
20 for the withdrawn elements. So if you look -- the
21 easiest one to find is early on in Section 5 are the
22 ISDN ports, the pricing is still set forth in the
23 tariff.

24 Bottom line is that if a party has a current
25 effective interconnection agreement, that agreement is

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1 what is at issue in this Docket, 043013, and it is
2 simply not at issue by virtue of the tariff filing,
3 041316, you know. And I thought, Your Honor, that you
4 had made that pretty clear early on in this docket. You
5 will recall that some of the parties had made the
6 suggestion that this docket be consolidated with a
7 previously existing docket, the docket that's designed
8 to prepare a model interconnection agreement, 011219,
9 you rejected that suggestion and we think appropriately
10 so, and we have gone forward on the understanding that
11 this docket, 043013, is aimed exclusively at currently
12 effective interconnection agreements.

13 If you will, I mean this is one of those
14 cases where if you have a -- if you fall into one
15 category, you're in one case, if you fall into the other
16 category, you're in the other separate case, and the two
17 are mutually exclusive. And so I guess the bottom line
18 is from the company's perspective that this tariff does
19 not implicate any of the parties in this docket, and
20 this docket does not involve any parties who would be
21 implicated by the tariff. If there's confusion on that
22 issue, we apologize, but we think the plain language of
23 the tariff makes that pretty clear. I hope that helps.

24 JUDGE RENDAHL: Okay, and I have one question
25 before I'm going to turn to other parties. I think some

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1 of the confusion on the Commission Staff's part and my
2 part, having been alerted to the situation, was the
3 attached notice of discontinuation of the UNEs that was
4 sent to parties with interconnection agreements, and the
5 attached letter was dated May 18th. So I guess if it
6 was just the tariff filing itself, I guess it wouldn't
7 raise my concerns, but there was the attached notice,
8 and I wondered what the relationship of the notice was
9 to this tariff filing. And it appeared to notify
10 parties with interconnection agreements that Verizon
11 would no longer provide the element and was willing to
12 -- would no longer provide it after August 22nd. You
13 know, and again there's the change of law issue, which
14 is an issue in the arbitration proceeding. So I guess
15 that's what really -- it appeared to combine two issues,
16 and I think the confusion had to do with that notice.

17 MR. O'CONNELL: I understand that, and again,
18 Judge, I don't think this is a situation where anyone
19 intentionally intended to create confusion, and if we
20 did, we apologize for that. But I think if you will
21 look at the next to last paragraph of the notice, it
22 refers to the opportunity for any party receiving this
23 to advise us if they believe that they do indeed have a
24 currently effective interconnection agreement that
25 requires the provision of these services. I think we

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1 were trying to make clear that we do understand that
2 there is the potential at least certainly for parties to
3 believe that their interconnection agreement continues
4 to require us to provides these UNEs regardless of what
5 the company might do through tariff filings or other
6 manners. I don't think anything in this letter is
7 intended to suggest that we're going to just ignore our
8 obligations under currently effective contracts. The
9 bold paragraph at the top of the second page makes clear
10 that this is the notice that may be required under
11 change of law requirements.

12 JUDGE RENDAHL: May be required under?

13 MR. O'CONNELL: If you look at the paragraph
14 at the top of the second page of the notice of
15 discontinuation:

16 To the extent notice of changes in law
17 or notice of termination of services,
18 facilities, availability is relevant to
19 the forgoing and is required under your
20 interconnection agreement, this letter
21 shall serve as such notice.

22 You may recall, Judge, from the filing that
23 we made in relation to our petition for review of the
24 order containing status quo, there are a variety of
25 different forms of interconnection agreement between

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1 Verizon and various carriers. Some of them simply
2 permit the company to unilaterally cease offering UNEs
3 when no longer required under federal law. Others
4 permit us to do so but require us to give notice ahead
5 of time.

6 There are a variety of different flavors of
7 those provisions in the interconnection agreement. And
8 I'm not expecting any of the parties on this call to
9 agree which of those provisions are applicable to their
10 client, I'm just indicating that some agreements just
11 permit the parties to go forward, some require notice
12 before you go forward, some may require more in-depth
13 negotiations than that.

14 This is a one size fits all letter that is
15 intended to put the parties on notice of Verizon's
16 interpretation of the TRO. If there are change in law
17 requirements that we have to go through, this starts
18 that process. If you believe that you have a
19 requirement under your interconnection agreement for
20 Verizon to continue to offer these UNEs notwithstanding
21 their deletion by the FCC, let us know. And again, the
22 tariff filing is just an attempt to clean up any loose
23 ends that might occur from parties who don't have
24 currently effective interconnection agreements.

25 JUDGE RENDAHL: Thank you.

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1 I will go next to Mr. Kopta given that
2 Mr. Kopta did file a response to the tariff filing
3 itself.

4 MR. KOPTA: Thank you, Your Honor, I won't
5 repeat or I will try not to repeat what I said in that
6 letter but more directly respond to Mr. O'Connell. And
7 I would respectfully take issue with much of what he has
8 said. First of all, I would be very surprised if
9 Verizon were providing any of these UNEs to any company
10 without an interconnection agreement. I would certainly
11 be interested in how Verizon is doing that, as should
12 the Commission, since Verizon is supposed to be filing
13 any terms and conditions that it has for providing
14 services under Section 251 to any other carrier. And I
15 think given the fact that the Commission currently has
16 got a docket with Qwest for failing to file what it
17 believes are interconnection agreements that Verizon, if
18 it is providing any of these UNEs to a company without
19 doing so under an interconnection agreement that's been
20 filed with the Commission, then that raises a separate
21 line of concern.

22 Secondly, I would say that the language that
23 Verizon proposes for this tariff is at best unnecessary.
24 Mr. O'Connell highlights the fact that this is supposed
25 to apply only to carriers that do not have an

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1 interconnection agreement, but by its terms the tariff
2 does not apply to such companies. And I will quote from
3 Section 2 of the tariff, WNU 21, this is First Revised
4 Sheet 1, and under general regulations the first
5 sentence says:

6 The general regulations, terms, and
7 conditions for the UNEs listed in this
8 tariff will be governed under the CLP's
9 interconnection agreement until such
10 time as the Commission adopts tariffed
11 terms and conditions.

12 As the Commission is well aware and as you
13 are well aware, Your Honor, this tariff was established
14 solely for the purpose of including prices that the
15 Commission establishes in generic costing proceedings
16 for UNEs that are in interconnection agreements. It was
17 never intended, and in fact the tariff itself says that
18 it is not intended to provide substantive terms and
19 conditions. There is no way that any carrier could
20 order any service out of this tariff just using the
21 tariff alone. Therefore, the language that Verizon is
22 proposing is superfluous.

23 What causes us concern is that this
24 particular tariff filing in essence expands the scope of
25 this tariff. It includes substantive terms and

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1 conditions as opposed to simply prices. That's
2 something that the Commission has never authorized and
3 something that goes far beyond what the contemplation
4 was for establishing this tariff. If Verizon wants to
5 file an SGAT or some other statement of generally
6 available terms or something appropriate that would
7 establish or create a general offering by Verizon to
8 establish terms and conditions for interconnection
9 agreements, that's one thing. But to do so in a tariff
10 Verizon itself has argued is improper.

11 And in other states, specifically I'm
12 thinking of Pennsylvania, Verizon has filed revisions to
13 wholesale tariffs that it has on file there that are
14 much broader than what it proposes here, and our concern
15 is that once this tariff becomes something more
16 substantive, then there may be other opportunities that
17 Verizon will take to simply add to the terms and
18 conditions, and suddenly this becomes a tariff that
19 Verizon establishes only for its own benefit and not for
20 the benefit of CLECs as well. So we think that any kind
21 of tariff filing along the lines that Verizon has made,
22 however innocuous it may seem, causes us some severe
23 concerns.

24 JUDGE RENDAHL: Okay, well, I guess in terms
25 of its relationship to the arbitration proceeding, that

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1 is my primary concern, and my concern is that the
2 Commission not do anything in the open meeting that
3 would somehow prejudge what it might do in the
4 arbitration proceeding. And I guess I haven't heard
5 much on that end, and I think the arguments you made are
6 appropriate but may be more appropriately made before
7 the Commissioners at the open meeting.

8 MR. KOPTA: No, and I understand that. And
9 really my first point goes to what your concern is,
10 which is if this has any effect, then it would
11 presumably have an effect on something that would be the
12 equivalent of an interconnection agreement, and that's
13 exactly what is being discussed in this particular
14 docket. Verizon listed all of the companies that it has
15 an interconnection agreement with, and so to the extent
16 that Verizon wants to take away certain UNEs as a result
17 of the Triennial Review Order, which the tariff revision
18 specifically includes, then that's exactly what's at
19 issue in this proceeding. And therefore, the tariff,
20 even as described by Mr. O'Connell, raises some concerns
21 with respect to any changes in any interconnection
22 agreements or any other terms and conditions that would
23 be considered to be interconnection agreements, which
24 are precisely what is at issue in this proceeding as a
25 result of the FCC's Triennial Review Order, whatever is

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1 left of it.

2 JUDGE RENDAHL: Okay, thank you.

3 Ms. Hendrickson.

4 MS. HENDRICKSON: We would agree with the
5 Staff's recommendation that the tariff filing should be
6 suspended and the tariff filing should be considered as
7 part of the arbitration docket. We feel that the tariff
8 filing which points to an interconnection agreement that
9 is currently in dispute opens a multiple interpretation
10 and therefore needs to be resolved by this arbitration
11 proceeding, and as currently held under the status quo
12 order needs to be addressed, and the tariff filing
13 should not be done separately as, as you said, it could
14 prejudice the outcome of this arbitration.

15 JUDGE RENDAHL: Well, let me be careful, I'm
16 not sure that it does, I just want to make sure the
17 Commission does not do anything that would prejudice.

18 MS. HENDRICKSON: And we feel that if this
19 was addressed separately and not as part of this
20 arbitration, it would in fact prejudice the outcome of
21 this arbitration, because it's pointing to an agreement
22 that we feel is in dispute right now and needs to be
23 resolved.

24 JUDGE RENDAHL: Thank you.

25 MR. KLEIN: Judge, this is Andy Klein, also

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1 with Kelley Drye, good morning.

2 JUDGE RENDAHL: Good morning.

3 MR. KLEIN: Take issue with something that
4 counsel for Verizon just mentioned, and that's that the
5 tariff would have no impact because it would defer by
6 its own terms to the terms of the agreement. I have had
7 correspondence back and forth with Verizon regarding its
8 notice of this continuance, as, Judge, you noted was
9 attached to its filing, and our response to Verizon took
10 issue with Verizon's interpretation of its rights,
11 pointing out that there are continuing obligations under
12 the Verizon agreement and in addition continuing rights
13 and obligations per State law and other sources of
14 authority. The response that I received back from
15 Verizon indicates that they interpret the
16 interconnection agreement to be somewhat different.
17 Under Verizon's interpretation of the agreement, Verizon
18 has the right to discontinue the provision of UNEs.

19 Clearly we disagree with that assertion, and
20 to us that is one of the central items in this
21 arbitration. So the fact that Verizon claims the tariff
22 would not interfere with the agreements or by
23 implication the arbitration is really impugned by their
24 own response. They interpret the agreement one way, we
25 interpret it in another. So the tariff can not simply

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1 defer to an agreement where there is a source of
2 disagreement. Verizon says the agreement says one
3 thing, we say it's another, we all look to the tariff,
4 the tariff says look to the agreement. That becomes a
5 very circular argument, and all that's going to lead to
6 is future disputes. That's exactly what's supposed to
7 be resolved in the arbitration.

8 JUDGE RENDAHL: Thank you.

9 Mr. Harlow, did you want to add anything?

10 MR. HARLOW: No, Your Honor.

11 JUDGE RENDAHL: Ms. Friesen?

12 MS. FRIESEN: Your Honor.

13 JUDGE RENDAHL: Yes.

14 MS. FRIESEN: There you are. AT&T merely
15 concurs in the statements that have been made by the
16 other parties right now. And I would just like to note
17 for the record that the May 18th letter along with --

18 JUDGE RENDAHL: Can you speak up just a bit,
19 you're cutting out just a bit.

20 MS. FRIESEN: Is this better?

21 JUDGE RENDAHL: That's better.

22 MS. FRIESEN: Okay. The May 18th letter
23 along with the tariff filings suggest to AT&T that
24 Verizon is doing more than merely clarifying for those
25 without an ICA that it intends to no longer offer

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1 certain services. This has been Verizon's MO from the
2 get go, it intends to no longer offer these regardless
3 of whether or not you have an ICA. So AT&T would prefer
4 that the Commission deal with this in the whole in the
5 arbitration as opposed to any separate and diverse
6 little tariff filings or other kinds of notices that
7 Verizon has sent out in regards to its desire to no
8 longer offer certain services.

9 JUDGE RENDAHL: Thank you.

10 And Ms. Singer Nelson.

11 MS. SINGER NELSON: Yes, Your Honor. I guess
12 I would concur with the statements of the other parties.
13 The only thing I would like to emphasize is with regard
14 to the relationship to the arbitration proceeding. As
15 Mr. O'Connell has stated, this tariff filing is
16 attempting to implement changes that are the result of
17 the TRO, and those clearly are within the purview of the
18 arbitration proceeding, and we would not like to be
19 fighting those issues in two different forums. So I
20 would ask that the Commission -- I will attend the open
21 meeting where the Commission addresses the tariff filing
22 itself, but for your purposes I would ask that you in
23 this proceeding take control of all issues relating to
24 attempts by Verizon to change terms and conditions of
25 its tariffs or its ICAs through relating to the

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1 Triennial Review Order in one proceeding, and I would
2 ask that it be this proceeding.

3 JUDGE RENDAHL: Okay, well, I think that's a
4 request that you may need to make more formally,
5 Ms. Singer Nelson, because I think it would
6 significantly broaden the focus of the arbitration
7 proceeding at this point. I do understand and the next
8 thing I do want to talk about is the status of Verizon's
9 revised amendment to the interconnection agreements.
10 But if you're making the request that the Commission
11 address all Triennial Review issues in the arbitration
12 proceeding, I think that needs to be stated in writing
13 in the form of a motion.

14 And I would welcome all of you to state your
15 positions as well at the open meeting. Unfortunately
16 Mr. Griffith from Staff is not able to be here today,
17 but I will make sure that we get a transcript to him
18 prior to Friday so that he can be informed as to what
19 all of you have had to say.

20 And, Mr. O'Connell, is there anything you
21 would like to add at the end here?

22 MR. O'CONNELL: I would, Judge, thank you. A
23 couple of specific comments, and I will try to be
24 responsive to your inquiry, which was is there anything
25 about the relationship of this tariff filing with this

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1 docket that would prejudice the impact on this docket,
2 the tariff filing.

3 JUDGE RENDAHL: You will need to speak up,
4 you kind of trail off at the end.

5 MR. O'CONNELL: Is there anything that
6 results from this tariff filing that prejudices the
7 outcome of the TRO, and a couple of the comments made by
8 counsel I think require just a little bit of a response.

9 Mr. Klein suggested that there's a differing
10 interpretation of the contract, and we recognize that
11 the parties may well dispute some of the provisions in
12 the interconnection agreement, and we will work those
13 through in this docket. However, what I think it's just
14 very difficult for me to understand is how you can
15 indicate that a disagreement over the terms of the
16 interconnection agreement nonetheless obviates what I
17 think is some fairly clear language. And again, if it's
18 just a clarity of language issue, we can work on that,
19 but the language in the tariff is pretty clear that
20 these withdrawal provisions do not apply as otherwise
21 required under an effective interconnection agreement.
22 And we may disagree about what that means, but that's
23 what's at issue in this docket.

24 I did want to respond to Mr. Kopta's concern
25 that there is a separate issue of concern if there are

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1 orders being placed here outside of the interconnection
2 process, interconnection agreement process. And I put
3 that question to my client, and we're not aware of any
4 orders placed pursuant to this tariff other than by
5 parties with effective interconnection agreements. To
6 my knowledge, we have never had the issue for Verizon
7 business raised in terms of Qwest with agreements that
8 were not filed with this Commission. All of the
9 agreements from all of the parties in this docket are on
10 file with the Commission.

11 And Mr. Kopta's concerns I understand about
12 the language of the tariff I don't think address the
13 relationship with this docket. Again, the two are
14 mutually exclusive. The language in Section 2 on Sheet
15 1 refers in general to the entirety of the tariff with
16 certain withdrawn network elements on Sheet 2. Couldn't
17 be more explicit that these withdrawals are not
18 effective as otherwise required under an effective
19 interconnection agreement. Now again, if there's
20 something -- if we need to make that language bold or we
21 need to make that language clearer, we can do that.
22 Perhaps if the Staff has suggestions about how to make
23 that more explicit, we would be happy to walk through
24 that. But we have tried to make this very clear, as I
25 think I said at the beginning, that this is just an

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1 attempt to clean up loose ends from any claims that
2 there's an authority --

3 JUDGE RENDAHL: I'm sorry, you will have to
4 speak up, Mr. O'Connell, the last phrase we missed.

5 MR. O'CONNELL: That we have tried to make
6 clear that this is an attempt to clean up loose ends as
7 to any claim that there is some source of authority for
8 provision of these services other than in the
9 interconnection agreements themselves. This is a -- we
10 have perceived this to be a simple filing, it is
11 unrelated to the procedures in this docket, and for
12 those reasons we think it should go forward.

13 JUDGE RENDAHL: Thank you. What I will do
14 with this information is again I will probably order an
15 expedited transcript to make sure that Mr. Griffith has
16 the information you all provided this morning. And this
17 will, to my knowledge, go forward on the 25th of August
18 at the open meeting, and you all are welcome to either
19 call in or appear at the open meeting. Staff generally
20 needs to make its recommendations by Friday to have them
21 published on Monday, so I think you all will know those
22 recommendations prior to the open meeting. And I guess
23 that's all I can really say at this point. I appreciate
24 all of your input, it's helpful to clarify on both sides
25 what the assumptions and understandings are in this

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1 process. And again, appreciate your patience in the
2 short notice.

3 On the other issue, Mr. O'Connell, what's the
4 status of the revised amendment?

5 MR. O'CONNELL: Your Honor, I did inquire
6 into that last week, and I was informed that we are on
7 track to have that filed. I believe that it's due on
8 the 20th. I will be candid with you that I had that
9 discussion before we received the Commission's Order
10 Number 8. I don't know if that has any impact on the
11 timing of all of this, because I'm sure you realize that
12 Order Number 8 came out well after the close of business
13 on the East Coast on Friday, so I don't think my client
14 has had the opportunity to digest that yet.

15 JUDGE RENDAHL: That's fine.

16 MR. O'CONNELL: But certainly as of last I
17 spoke with them, I believe we are on track for this
18 filing as anticipated on the 20th, and then I had
19 frankly contemplated conferring with the other parties
20 before filing a proposed schedule as contemplated in the
21 earlier order on August 27th.

22 JUDGE RENDAHL: Okay, well, I appreciate that
23 information, and what will likely occur is following the
24 proposed procedural schedule, on the 27th I will
25 schedule another status conference, prehearing

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1 conference, to address any issues resulting from Order
2 Number 8 as well as the proposed procedural schedule and
3 see if we can schedule this arbitration and finally get
4 under way.

5 Is there anything else that we need to
6 discuss this morning?

7 MR. O'CONNELL: I did get one E-mail back
8 from my client, if I could raise that at this point.

9 JUDGE RENDAHL: Please do.

10 MR. O'CONNELL: It's a purely logistical
11 issue. The Commission's order appears to call for
12 Verizon to file every agreement that we would contend
13 permits us to go forward automatically.

14 JUDGE RENDAHL: I'm sorry, you faded out
15 again.

16 MR. O'CONNELL: As I read the Commission's
17 order, it appeared to call for us to file every
18 agreement that Verizon would contend permits us to go
19 forward and delete certain UNEs automatically when no
20 longer required. Automatically is the language that you
21 see fairly frequently in some of these agreements. The
22 question that I got back from my client was that since
23 all of these agreements are on file with the Commission
24 already, they have all been approved by the Commission
25 in various dockets, does the Commission -- I mean are we

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1 really talking about having to transmit multiple copies
2 of all of these to the Commission and all of the parties
3 over again?

4 JUDGE RENDAHL: Well, I guess the --

5 MR. O'CONNELL: As you know, each of the
6 interconnection agreements tends to be, when you put all
7 the attachments together, probably about an inch thick.

8 JUDGE RENDAHL: I think the issue is the
9 language that is at issue, which is the change in law
10 language. And at this point, what Verizon has done is
11 quoted excerpts from the agreements asserting that that
12 is the language for change in law. And first of all,
13 the Commission doesn't know, you know, we could do a
14 fair amount of research and find out from the list of
15 companies that Verizon placed in its petition what the
16 docket number was for each of these interconnection
17 agreements that were approved, and then all of these are
18 likely in paper copy in archives, and then find from
19 archives each of these agreements, but then there may be
20 amendments. And so it seemed to us if you have the
21 language readily available at hand of the specific
22 agreements that you are focusing on, then it is easier
23 for you to identify that language to us than for us to
24 spend hours researching that issue.

25 MR. O'CONNELL: And, Judge, I fully

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1 understand that, and I guess my inquiry is perhaps if
2 the understanding is that we should file those relevant
3 portions in their entirety, that's something that I
4 think is eminently feasible and we could readily do.
5 But as you know, I mean most of these interconnection
6 agreements have multiple, multiple attachments dealing
7 with different issues that are specific, resale
8 attachments, pricing attachments, you know, that are not
9 going to be at issue in any of those kinds of questions.

10 JUDGE RENDAHL: I don't think that is the
11 information the Commission needs, and I apologize if the
12 order was not as clear as it should have been. But I
13 think really it relates to the change of law language,
14 and the Commission needs the relevant portions of those
15 agreements, the most recent amended version of those
16 agreements that Verizon is asserting that it can
17 automatically make the changes.

18 MR. O'CONNELL: Very good, Your Honor, that's
19 exactly what I was hoping to get clarified, and we can
20 readily do that.

21 JUDGE RENDAHL: And if those can be provided
22 on paper and electronically, that would be very helpful.

23 MR. O'CONNELL: That's exactly what I was
24 hoping we could get clarified, Your Honor, and we can
25 readily do that.

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1 JUDGE RENDAHL: And is it possible to also
2 identify whatever docket number those were included in?

3 MR. O'CONNELL: I'm certain we can do that as
4 well.

5 JUDGE RENDAHL: Okay.

6 MR. KOPTA: Your Honor, this is Greg Kopta.
7 On that same subject, I didn't notice that there was
8 anything in the order that discussed an opportunity to
9 respond to whatever Verizon files. I'm assuming that
10 will be the case but just wanted to confirm that other
11 parties would have an opportunity to provide a response.

12 JUDGE RENDAHL: Well, I think we can discuss
13 that, maybe that's something the parties can discuss
14 when they're talking about the revised procedural
15 schedule, because I think the Commission asked for those
16 within 30 days.

17 MR. O'CONNELL: That's my understanding, Your
18 Honor.

19 JUDGE RENDAHL: And so I think we have time
20 to address that as a part of the procedural schedule,
21 and I have no objection to getting input from the
22 various affected parties as to the interpretation of
23 those portions of the agreement.

24 MR. KOPTA: Thank you, Your Honor.

25 JUDGE RENDAHL: So I guess I leave it up to

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1 you all at this point to make an initial attempt to put
2 that into the procedural schedule, and then we'll
3 discuss that at a prehearing conference once the
4 proposal is filed with the Commission.

5 MR. O'CONNELL: Very good, Your Honor.

6 JUDGE RENDAHL: And if the parties can not
7 reach agreement, just because that is always possible,
8 on the proposed procedural schedule, I would suggest
9 that Verizon file its proposal and any other party file
10 its proposal on issues that are not in agreement on that
11 day, on the 27th. Is that acceptable?

12 MR. O'CONNELL: Tim O'Connell, Your Honor, as
13 I indicated, we will certainly be attempting to work
14 with the parties and see if we can't come up with an
15 agreed schedule, but obviously if we can't, we will
16 comply with what you suggested.

17 JUDGE RENDAHL: Okay, thanks very much.

18 And now does anyone wish to order the
19 transcript from the status conference this morning?

20 MR. KOPTA: This is Greg Kopta, I would like
21 a copy.

22 MR. O'CONNELL: And this is Tim O'Connell, I
23 would as well, please.

24 JUDGE RENDAHL: Any other party?

25 Okay, well, thank you very much for calling

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1 in this morning, and we are adjourned. We will be off
2 the record, thank you.

3 (Prehearing adjourned at 9:50 a.m.)

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