

**BEFORE THE
STATE OF MINNESOTA
PUBLIC UTILITIES COMMISSION**

**Gregory Scott
Edward A. Garvey
R. Marshall Johnson
LeRoy Koppendrayer
Phyllis Reha**

**Chair
Commissioner
Commissioner
Commissioner
Commissioner**

**In the Matter of the Complaint of the
Minnesota Department of Commerce
Against Qwest Corporation**

Docket No. P-421/C-02-197

**QWEST CORPORATION'S ERRATA SHEET TO ITS VERIFIED ANSWER TO THE
COMPLAINT OF THE MINNESOTA DEPARTMENT OF COMMERCE**

Qwest Corporation ("Qwest") submits this Errata Sheet to correct errors in the Verified Answer to the Complaint of the Minnesota Department of Commerce, which Qwest filed on March 1, 2002. For the Commission's convenience, a copy of the Verified Answer incorporating the corrections is attached.

| Page | Paragraph or Line | Change From | Change To |
|-------------|--------------------------|---|---|
| 2 | line 20 | ICA | interconnection agreement |
| 3 | line 8 | complaint | Complaint |
| 3 | line 21 | three general categories | four general categories |
| 4 | line 12 | Interconnection Agreement | interconnection agreement |
| 5 | line 11 | settles disputes with CLECs on terms satisfactory to them | settles disputes with a CLEC on terms satisfactory to the parties |
| 5 | line 15 | complaint | Complaint |

| Page | Paragraph or Line | Change From | Change To |
|------|-------------------|---|--|
| 7 | ¶ 1 | and determine whether they | but not to determine whether they |
| 7 | ¶ 1 | 47 U.S.C. § 252()(1) and (e). | 47 U.S.C. § 252(a)(1) and (e). |
| 8 | ¶ 2(b) | complaint | Complaint |
| 9 | ¶ 3(a) | complaint | Complaint |
| 10 | ¶ 3(c) | Interconnection Agreement Amendment | interconnection agreement amendment |
| 12 | ¶ 8 | "Bill and Keep" for reciprocal compensation, including internet-bound traffic | "bill and keep" for reciprocal compensation, including Internet-bound traffic |
| 12 | ¶ 8 | for purposes of adjusting price points .to be in alignment with ordered rates | for purposes of adjusting price points to be in alignment with ordered rates |
| 14 | ¶ 12(b) | Eschelon Agreement I agreement | Eschelon Agreement I |
| 14 | ¶ 12(c) | Eschelon I agreement | Eschelon Agreement I |
| 14 | ¶ 12(c) | so this provision of the agreement adds nothing | so this provision of the agreement adds nothing. |
| 15 | ¶ 13 | internet related traffic | Internet related traffic |
| 15 | ¶ 13 | internet-bound traffic | ISP traffic |
| 15 | ¶ 14 | split between voice or ISP traffic | split between voice and ISP traffic |
| 15 | ¶ 15 | ATI | ATI, now know as Eschelon, |
| 15 | ¶ 15 | Eschelon bills to Qwest reflected at rate \$0.0058, a combination multiple interim rate elements. | Eschelon's bills to Qwest were calculated at a rate of \$0.0058, a combination of multiple interim rate elements. |
| 16 | ¶ 16 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 16 | ¶ 17 | "[w]ith respect to termination liability assessments (TLA) and while the Minnesota Commission continues to have an open the docket on this issue, U S WEST agrees to suspend such | "[w]ith respect to termination liability assessments (TLA) and while the Minnesota Commission continues to have an open docket on this issue, [U S WEST] agrees to suspend such assessments in |

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| | | assessments in Minnesota when a U S WEST customer converts to an ATI customer on a resale basis | Minnesota when a [U S WEST] customer converts to an ATI customer on a resale basis |
| 17 | ¶ 20 | <u>See Order Rejecting Tariff/Price List Revisions</u> , docket No. P-421-AM-00-1165 (October 2, 1998). | <u>See Order Rejecting Tariff/Price List Revisions</u> , docket No. P-421-AM-00-1165 (October 2, 1998). |
| 17 | ¶ 21 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 18 | ¶ 23 | opt into to | opt into |
| 18 | ¶ 24 | Echelon | Eschelon |
| 19 | ¶ 26 | regardless whether | regardless of whether |
| 19 | ¶ 27 | <u>See Final January 2002 Key Metrics [Excel spreadsheet]</u> , (Exhibit 3); Qwest Wholesale Markets, Service Delivery Results December 2001 [PowerPoint], (Exhibit 4). | <u>See Final January 2002 Key Metrics (Exhibit 3)</u> ; Qwest Wholesale Markets, Service Delivery Results December 2001 (Exhibit 4). |
| 20 | ¶ 31 | Echelon | Eschelon |
| 22 | ¶ 35 | <u>See Final January 2002 Key Metrics [Excel spreadsheet]</u> , (Exhibit 3); Qwest Wholesale Markets, Service Delivery Results December 2001 [PowerPoint], (Exhibit 4). | <u>See Final January 2002 Key Metrics (Exhibit 3)</u> ; Qwest Wholesale Markets, Service Delivery Results December 2001 (Exhibit 4). |
| 22 | ¶ 36 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 23 | ¶ 44 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 25 | ¶ 50 | Eschelon held itself out as an experienced CLEC that could help Qwest better understand and serve the needs of CLECs in the wholesale market, and could help Qwest develop processes, that they would be buying a sufficient amount of new services and be expanding in new areas that | Eschelon held itself out as an experienced CLEC that could help Qwest better understand and serve the needs of CLECs in the wholesale market and could help Qwest develop processes, would be buying a sufficient amount of new services and be expanding in new areas that would give them the |

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| | | <p>would give them the expertise to advise Qwest, be able provide extensive market research and industry analysis, and provide regulatory advice and support, thus allowing Qwest an expedient way to improve its service and operational performance in this market, with the corollary effect of expediting its satisfaction of the requirements of section 271 for entry into the long distance markets – a matter of considerable significance and value to Qwest.</p> | <p>expertise to advise Qwest, provide extensive market research and industry analysis, and provide regulatory advice and support, thus allowing Qwest an expedient way to improve its service and operational performance in this market, with the corollary effect of expediting its satisfaction of the requirements of section 271 for entry into the long distance markets – a matter of considerable significance and value to Qwest.</p> |
| 27 | ¶ 53 | <p>The team met weekly in person or by telephone to discuss specific orders for loop conversion, evaluate the week’s performance, and analyze the problems that occurred, and still occur biweekly. These meetings resulted in changes to Qwest’s internal processes that provided benefits to all wholesale customers.</p> | <p>The team met weekly in person or by telephone to discuss specific orders for loop conversion, evaluate the week’s performance, and analyze the problems that occurred. These meetings still occur biweekly and have resulted in changes to Qwest’s internal processes that provide benefits to all wholesale customers.</p> |
| 27 | ¶ 54 | less with less frequency | with less frequency |
| 28 | ¶ 55 | <p>Qwest paid Eschelon a total of \$2,540,016 under the terms of the consulting services and network related services agreement. Qwest has not made any payments under the consulting and network-related services agreement to Eschelon since November 9, 2001, for services rendered through September 30, 2001.</p> | <p>Qwest paid Eschelon a total of \$2,540,016 under the terms of the consulting and network-related services agreement for services rendered through September 30, 2001. Qwest has not made any payments under the consulting and network-related services agreement to Eschelon since November 9, 2001.</p> |
| 28 | ¶ 56 | Interconnection Agreement Amendment | interconnection agreement amendment |

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| 29 | ¶ 57 | ab initio | <i>ab initio</i> |
| 29 | ¶ 57 | (1922)). | (1922))). |
| 29 | ¶ 57 | Qwest has ceased paying Eschelon for consulting services based on all purchases. | Qwest has ceased paying Eschelon for consulting and network-related services based on all purchases. |
| 29 | ¶ 57 | In the event that the Commission finds that the Consulting Agreement was unlawful, that Agreement will be unwound | In the event that the Commission finds that the consulting and network-related services agreement was unlawful, that agreement will be unwound |
| 29 | Heading B. | <i>Pro Rata Credit for Switched</i> | <i>Pro Rata Credit Methodology for Switched</i> |
| 30 | ¶ 58 | approch | approach |
| 30 | ¶ 58 | \$13 per line | \$13 per line per month |
| 30 | ¶ 59 | Because UNE Star platform | Because the UNE Star platform |
| 31 | ¶ 61 | subject true-up based on final resolution | subject to true-up based on the final resolution |
| 31 | ¶ 62 | which Eschelon declined to utilized. | which Eschelon declined to utilize. |
| 31 | ¶ 63 | Interconnection Agreement | interconnection agreement |
| 32 | ¶ 63 | Amendment | amendment |
| 32 | ¶ 63 | would not need to be unwound | would need to be unwound |
| 32 | ¶ 67 | \$16 per line | \$16 per line per month |
| 33 | ¶ 70 | because it did not receive DUF. Instead it relied on Qwest provision | because it did not receive DUFs. Instead it relied on Qwest's provision |
| 33 | ¶ 70 | Qwest proactively started sending DUF | Qwest proactively started sending DUFs |
| 33 | ¶ 71 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 33 | ¶ 71 | i.e., | <i>i.e.,</i> |

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| 35 | ¶ 74 | <i>Competitive Telecommunications Ass'n v. FCC</i> | <u>Competitive Telecommunications Ass'n v. FCC</u> |
| 36 | ¶ 78 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 37 | ¶ 84 | primary resolution mechanism for the resolution | primary mechanism for the resolution |
| 37 | ¶ 86 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 38 | ¶ 87 | as agreed to the Commission approved interconnection amendment | as agreed to in the Commission approved interconnection amendment |
| 39 | ¶ 92 | <u>See</u> Final January 2002 Key Metrics [Excel spreadsheet], (Exhibit 3); Qwest Wholesale Markets, Service Delivery Results December 2001 [PowerPoint], (Exhibit 4). | <u>See</u> Final January 2002 Key Metrics (Exhibit 3); Qwest Wholesale Markets, Service Delivery Results December 2001 (Exhibit 4). |
| 39 | ¶ 94 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 40 | ¶ 97 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 43 | ¶ 109 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 43 | ¶ 112 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 44 | ¶ 115 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 45 | ¶ 118 | Qwest would not single out | Qwest could not single out |
| 45 | ¶ 120 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 45 | ¶ 121 | opt into provisions of the Small CLEC Agreement | opt-in provisions of the Small CLEC Agreement |
| 46 | ¶ 124 | this "opt into" provision | this "opt-in" provision |
| 46 | ¶ 124 | i.e., | <i>i.e.</i> , |
| 47 | ¶ 127 | and release claims for such true-ups. | and to release claims for such true-ups. |
| 48 | ¶ 129 | U S West | U S WEST |

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| 49 | ¶ 130(a) | in doubt for both Eschelon and Qwest | in doubt for both McLeod and Qwest |
| 49 | ¶ 130(b) | McLeod Agreement I agreement | McLeod Agreement I |
| 49 | ¶ 130(c) | <p>Moreover, even if the law had been clear (although it would not) that the agreements concerning compensation for Internet-bound traffic had to be filed as interconnection agreements, the provision at issue in McLeod I agreement clearly did not have to be filed because it did not provide any specific terms and conditions for treatment of that traffic. By agreeing to give Eschelon compensation “at the most favorable rates and terms contained in an agreement executed to date,” Qwest did no more than assure Eschelon that it would comply with Section 252(i) of the Act, as it would have been obligated to do in any case (assuming that the subject of the agreement was properly the subject of interconnection agreements under Sections 251 and 252). Eschelon – and all other CLECS – would already have been entitled to this same assurance, so this provision of the agreement adds nothing.</p> | <p>Moreover, even if the law had been clear (although it would not) that the agreements concerning compensation for Internet-bound traffic had to be filed as interconnection agreements, the provision at issue in McLeod Agreement I clearly did not have to be filed because it did not provide any specific terms and conditions for treatment of that traffic.</p> |
| 50 | ¶¶ 130-131 | Eschelon | McLeod |
| 50 | ¶ 132 | Interconnection Agreement Amendment | interconnection agreement amendment |
| 53 | ¶ 146 | WETEC LLC. (the “Settling CLECs”). | WETEC LLC (the “Settling CLECs”). |

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Respectfully submitted,

Dated: March __, 2002

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Qwest's Errata Sheet to the Verified Answer

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ___ day of March 2002, a true and correct copy of Qwest's Answer was served, by U.S. mail and hand delivery, on:

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