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PROCEEDINGS

JUDGE RENDAHL: Okay. Let's be on the record. We're here for our second day of hearing on May 14, 2002 in dockets UT 003022 and UT 003040, which are Qwest's Compliance with Section 271 and its Statement of Generally Available Terms and Conditions under Section 252 -- and I can't remember the -- sub F -- thank you, Ms. Anderl -- of the Telecommunications Act of 1996.

And we're here today talking about compliance issues. Before we get into the details, let's take appearances. We have a cast of characters here this morning at the table.

MS. ANDERL: Lisa Anderl, representing Qwest.

MS. DeCOOK: Becky DeCook, representing AT&T.

JUDGE RENDAHL: Is there anyone on the bridge line at this point in the hearing?

MS. SINGER NELSON: Michelle Singer Nelson on behalf of WorldCom.

JUDGE RENDAHL: Good morning, Ms. Nelson. I understand Ms. Friesen may join us later.

And the first order of business, we have two additional exhibits to mark and admit. Qwest and AT&T have each provided different versions of SGAT language to address loop qualification information.

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1           Marked as Exhibit 1669 is Qwest's version of SGAT  
2     language for section 9.2.2.8, and it has some  
3     handwritten notes on it.

4                                 (Exhibit No. 1669 was  
5                                 marked for identification.)

6           JUDGE RENDAHL: The second exhibit is marked as  
7     Exhibit 1672, and that is AT&T's markup of Qwest's  
8     language in Exhibit 1669. And that, again, is 9.2.2.8.

9                                 (Exhibit No. 1672 was  
10                                marked for identification.)

11          JUDGE RENDAHL: And is there any objection to  
12     admission of those documents?

13          MS. ANDERL: No.

14          JUDGE RENDAHL: Hearing nothing, they will be  
15     admitted.

16                                 (EXHIBITS ADMITTED)

17          JUDGE RENDAHL: The next order of business is to  
18     turn to a matrix we're using on compliance issues, and  
19     we will start with the first issue on page 10 -- I am  
20     sorry, page 2, which is identified as Description of  
21     Access to Integrated Digital Carrier Systems or IDLC.  
22     And that was an issue that AT&T brought up for the last  
23     workshop.

24                 My understanding is we had not addressed it;  
25     however, Ms. DeCook explained we did touch on it at the

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1 last hearing. So if you could briefly explain where we  
2 did talk about it the last time, and we will lead off  
3 from there.

4 MS. DeCOOK: It's transcript pages 7235 through  
5 7242.

6 JUDGE RENDAHL: Thank you. Could you briefly  
7 summarize AT&T's issue?

8 MS. DeCOOK: Our issue relates primarily to the  
9 last two sentences. I don't have the language in front  
10 of me, but I believe it's the last two sentences of  
11 9.2.2.1.3.1. And in that section it refers to giving us  
12 access to some information in a mediated format and  
13 requiring us to pay the costs for that mediated access.

14 COMMISSIONER HEMSTAD: I am sorry. Where do I  
15 find that?

16 JUDGE RENDAHL: Let's be off the record.

17 (Discussion off the record.)

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1                   JUDGE RENDAHL: Let's be back on the record.

2                   On page 124 of Exhibit 1667, which is the Redline  
3                   version of the April 19 SGAT, we have identified the  
4                   last two sentences in SGAT Section 9.2.2.1.3.1.

5                   Go ahead.

6                   MS. DeCOOK: And the issue with these sentences  
7                   is twofold. First, this is language that has been  
8                   ported in. We identified it last time as based on a  
9                   ruling from the Colorado Commission. In fact, it stems  
10                  from the facilitator's ruling in the multi-state, which  
11                  then the Colorado Commission adopted.

12                  And it's in part an issue that came up in  
13                  conjunction with loop information, and it relates to the  
14                  issue about when a loop is on IDLC, the difficulty in  
15                  getting that loop unbundled, and the need to identify  
16                  whether there are spare facilities available so that a  
17                  CLEC could serve a customer whose loop is on IDLC.

18                  And AT&T raised this as part of the loop  
19                  qualification access to LFACS information, because in  
20                  order to serve customers that are on IDLC, the  
21                  likelihood is we're going to need to have access to  
22                  spare facility information segments of FWATT feeder,  
23                  F-1, F-2 distribution segments in order to build a loop  
24                  for that customer.

25                  And so the second issue is since you have

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1 addressed that concern of AT&T's as part of the manual  
2 look up or review process, we think this language is  
3 inconsistent with what you have ordered on that  
4 particular issue. We have never asked for mediated  
5 access to this information, and so we don't think we  
6 should have to bear the cost of providing it to us in a  
7 mediated format. And you have not ordered it provided  
8 to us in a mediated form, so it seems inconsistent with  
9 your order.

10 JUDGE RENDAHL: Okay. Ms. Anderl.

11 MS. ANDERL: Thank you, Your Honor. We agree  
12 with AT&T about one thing, and that was this language  
13 was imported as a result of another proceeding. It was  
14 first developed by the facilitator in the multi-state  
15 proceeding, and is memorialized in his order in that  
16 proceeding.

17 JUDGE RENDAHL: Can you tell me which order  
18 that is?

19 MS. ANDERL: Yes. I wrote this down an hour  
20 and a half ago, if I can find my notes. It was  
21 August -- I am looking for the date. August 2001, and  
22 it was their Workshop 3, Facilitator's Order Addressing  
23 Checklist Items. I believe it was 2, 4, 5, and 6. And  
24 I can get you -- I will get you a specific date and  
25 paragraph either before we leave today, or shortly



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1 thereafter. I simply have misplaced the place where I  
2 made the notation.

3 But that is what I recall. And it was picked  
4 up, as Ms. DeCook reported, by Colorado. And when it  
5 was included in the Washington SGAT, we failed to  
6 properly footnote it. We showed it in the Redline, but  
7 we failed to identify that it was something we had  
8 imported as a result of decisions in the previous state.

9 It was my understanding, although Ms. DeCook  
10 tells me I am incorrect, that AT&T had not opposed this  
11 language when it was ordered by the facilitator. I  
12 cannot contest her representation there, because I was  
13 not a part of that proceeding. But I think the real  
14 issue here -- and so I guess the answer is it's not a  
15 compliance issue per se, because we're not claiming it  
16 was included as language that was necessary in order to  
17 comply with one of your orders.

18 I guess we would propose that it be included,  
19 and the Commission can then decide whether it is  
20 appropriate to do so or not. We don't think that  
21 there's anything in that language that is inconsistent  
22 with any Commission order. It is, in fact, an  
23 implementation of what AT&T says they want, which is  
24 access to information sufficient to enable them to serve  
25 customers on copper if there is an area where it's a

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1 large amount of IDLC, or I think it's integrated digital  
2 loop carrier is deployed.

3 The last two sentences to which AT&T takes  
4 exception are really a representation of the practice  
5 that has already been affirmed, I think, in this state  
6 and others.

7 The first practice is the practice of mediated  
8 access. CLECs gain access to these data bases either  
9 through the IMA graphical user interface, IMA GUI, or  
10 IMA EDI, which is electronic data interchange. Both of  
11 those are forms of mediated access. There's never, to  
12 my understanding -- and we're on IMA release 10.0 or  
13 11.0 -- not being a real issue with regard to the fact  
14 that the access is mediated through a gateway like that.  
15 That's what we're trying to reflect there.

16 COMMISSIONER HEMSTAD: Back up a bit. Give me  
17 a definition of mediated access.

18 MS. ANDERL: Through a gateway, through an  
19 electronic gateway.

20 JUDGE RENDAHL: As opposed to direct?

21 MS. DeCOOK: Like IMA, or EDI. It's a face  
22 page on your computer that you use to interface into  
23 their data base.

24 JUDGE RENDAHL: As opposed to the direct access  
25 to the paper itself.

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1                   MS. ANDERL:  And then with regard to the CLECs  
2     shall be responsible for Qwest's incremental costs, we  
3     think that's a fairly well established principle.  To  
4     the extent we are required to provide access to  
5     something that the CLECs request or demand, we are, in  
6     fact, permitted by the Act and by this Commission's  
7     order to recover our costs on that.

8                   The Washington Commission specifically, you  
9     have ordered cost recovery for certain modifications to  
10    our OSS in order to upgrade systems, or to enable CLECs  
11    to access them.  So we don't think that's inconsistent  
12    with the principles that have been followed in this  
13    state on other issues.

14                   So we would just agree with AT&T that it can be  
15    presented to you for decision as to whether it's  
16    appropriate to include that language or not.

17                   JUDGE RENDAHL:  Ms. DeCook, do you have a  
18    response?

19                   MS. DeCOOK:  Just a comment, I guess.  Based  
20    upon that explanation it's hard to imagine why we need  
21    this language here at all.  Virtually every component  
22    that's addressed in this SGAT is accessible via the OSS  
23    through mediated access, except, for example, the manual  
24    review process that you have identified for loop qual  
25    information.  And if that's what the intent of this is,

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1 then it should be addressed in every circumstance where  
2 they are giving us access to information via OSS.

3 The fact that it's singled out here suggests  
4 that there's more at play here. It implies that there  
5 is some special access that's provided for this  
6 information, and some different costing process that's  
7 going to be adopted for that. If this is already the  
8 practice, and it's already covered in Commission orders  
9 and covered elsewhere in the SGAT, then I don't see the  
10 need for this particular information to be singled out  
11 as accessible via mediated access.

12 MS. ANDERL: Your Honor, just to interject, I  
13 have found the actual reference to the facilitator's  
14 order, Facilitator Antonuk's decision. And in fact, the  
15 language reads the way it does because he ordered all of  
16 these words, specifically put the language in the order,  
17 and we have imported them wholesale into the SGAT.

18 That's not to say that mandates any outcome  
19 here in Washington. But as an explanation as to why the  
20 language reads the way it does, August 20, 2001  
21 facilitator's order in the multi-state process, and it  
22 is on page 66.

23 JUDGE RENDAHL: Thank you.

24 COMMISSIONER HEMSTAD: I am trying to  
25 understand the dispute in view of Ms. DeCook's last

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1 comment. Does Qwest agree that there's no substantive  
2 difference between the parties, or is there?

3 MS. ANDERL: I am not sure that there is. But  
4 I wasn't sure that I understood what AT&T's concerns  
5 were with the language until we really had the  
6 conversation here today. And it may be that this  
7 language is now in other states where it's perhaps not  
8 redundant, or duplicative of what other commissions have  
9 ordered. And if this Commission finds it does nothing  
10 more than repeat principles that are already in place,  
11 obviously we can take it out.

12 JUDGE RENDAHL: Ms. DeCook.

13 MS. DeCOOK: I think the issue is beyond that.  
14 It's certainly true that if that's their position, then  
15 I don't think the language is necessary. But the fact  
16 remains, that at least some of the spare facility  
17 information is available on paper records, and is not on  
18 the LFACS data base, or any other data bases that feeds  
19 the loop qual tool. And we talked about that before.  
20 That's the spare facility information where it -- where  
21 the spare is not connected to the switch.

22 And in that case, that would specifically be  
23 addressed by your ordering provision that requires Qwest  
24 to provide us manual -- a manual records search, and  
25 information based upon that manual records search.

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1                   So there's no reason for that to be produced in  
2 mediated form. If they want to load it into their LFACS  
3 data base after they provide it to us, that's fine.  
4 That's their choice. But you have ordered them to  
5 provide that to us in a manual form, and we haven't  
6 requested for it otherwise. So I don't see any need for  
7 this language, and I think it is inconsistent with what  
8 we have asked, and what you have ordered.

9                   JUDGE RENDAHL: Thank you. Are there any other  
10 questions from the bench on this issue?

11                   COMMISSIONER OSHIE: I just want some more  
12 clarification from Ms. DeCook on her -- at least I  
13 thought I heard you say that there are other provisions  
14 within the SGAT that essentially would perform the same  
15 function or allow the same activity to take place. Can  
16 you give some more detail, and perhaps tell us where the  
17 specific sections are so we can take a look at them  
18 as well?

19                   MS. DeCOOK: I believe to the extent access to  
20 OSS is addressed in the SGAT, it's in Section -- I think  
21 it's 12 that has OSS. There is a particular section of  
22 the SGAT. It's not one that I focused on.

23                   JUDGE RENDAHL: It is 12.

24                   MS. DeCOOK: But I believe it's Section 12 of  
25 the SGAT, and it's got a history behind it. It's

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1 something that has been arbitrated. It's something that  
2 has been addressed by the FCC in terms of how parties  
3 exchange information, how CLECs get access to ordering  
4 and provisioning, maintenance, and repair information.  
5 It's really the subject of the OSS test to figure out if  
6 the interfaces are working, if they are working well, if  
7 they are working in a parity fashion. So there's a lot  
8 of layers over it, but I believe it's addressed in  
9 Section 12.

10 COMMISSIONER OSHIE: Is the real issue for AT&T  
11 the fact that the access is mediated, or that you are  
12 going to have to cover the cost -- Qwest's cost in  
13 providing that information?

14 MS. DeCOOK: I think that the first is if there  
15 is information that's available electronically via their  
16 back office systems, we're entitled to get it via  
17 mediated access and we'll pay for it in accordance to  
18 whatever the Commission has ordered.

19 The fact that they are singling out a form of  
20 mediated access and requiring us to pay for this  
21 particular set of information, seems inappropriate since  
22 that's the way we get access to all kinds of  
23 information. So it seems inappropriate to me to single  
24 it out here as a form of access unique for this  
25 information.

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1           The second point is there is some information  
2   that we know is not available electronically, for which  
3   you have ordered Qwest do a manual and provide us that  
4   information.

5           And we are not asking for Qwest necessarily to  
6   put that information on a data base that's available  
7   electronically, nor has the FCC told them that they have  
8   to do that. That's just the opposite.

9           It's their choice as to whether they want to  
10  load that information into a data base that's available  
11  electronically. If they do that, then we pay for it the  
12  way we pay for any form of access electronically. But  
13  we haven't asked for that for this particular set of  
14  information. So that's really my concern.

15           CHAIRWOMAN SHOWALTER: But following the point  
16  you just made, doesn't that mean that Qwest is entitled  
17  to provide that information through mediated access?

18           MS. DeCOOK: If they choose to do it, that's  
19  their choice. But we haven't asked for it that way.  
20  That's the only way they suggest they are going to  
21  provide that to us, and that is inconsistent with what  
22  you have ordered.

23           CHAIRWOMAN SHOWALTER: Well, just focusing on these  
24  two sentences only, the sentence says that "Qwest shall be  
25  entitled to mediate access in a manner reasonably related to



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1 the need to protect confidential or proprietary information,"  
2 what I just heard you say in response to Commissioner Oshie's  
3 question, you are agreeing that they are entitled to do that,  
4 that is, should they choose to take this paper information  
5 and put it on data base, they are entitled to do so, in which  
6 case you pay for it. Is that correct?

7 MS. DeCOOK: That's correct. I just don't see why  
8 you need this here, and single this particular information --  
9 why wouldn't you put it for every piece of information?

10 CHAIRWOMAN SHOWALTER: That question aside, if you  
11 look at these two sentences themselves, substantively, do you  
12 agree or disagree with what they substantively say?

13 MS. DeCOOK: I don't disagree that they are entitled  
14 to mediate access to information, if they choose to do that.  
15 And if you have ordered us to pay for it, then we're obliged  
16 to pay for it. I don't know if that's the case in  
17 Washington, because I haven't been involved in that process.

18 The issue that I have is this seems to imply that  
19 that's the form of access -- the only form of access that's  
20 available.

21 CHAIRWOMAN SHOWALTER: Why does it imply that?  
22 Because it says Qwest is entitled to provide it this way. To  
23 me it implies that if the information is on paper, Qwest may  
24 give it to you on paper, but they are entitled to put it on a  
25 data base and you don't disagree with that proposition.

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1 MS. DeCOOK: I've worked with Qwest long enough to  
2 know that when it says something like this, they'll mediate  
3 it as opposed to -- because it's more time consuming for them  
4 to provide it to every CLEC in a paper form.

5 CHAIRWOMAN SHOWALTER: But haven't you conceded that  
6 they are entitled to do that?

7 MS. DeCOOK: They are entitled to do that. I don't  
8 believe that that is consistent with what you have ordered in  
9 this proceeding for this particular instance.

10 CHAIRWOMAN SHOWALTER: Is it inconsistent?

11 MS. DeCOOK: You haven't directed them to mediate  
12 access -- provide it via mediated form.

13 CHAIRWOMAN SHOWALTER: But are you saying you think  
14 this language directs them to provide it in a mediated form?

15 MS. DeCOOK: I don't know what this means. And  
16 that's the -- you know, that's my concern in dealing with  
17 Qwest. Unless you set out specifically how they require us  
18 to get information, you get caught up in this dispute over  
19 it, and that's what I'm trying to eliminate.

20 CHAIRWOMAN SHOWALTER: What if it said, "Qwest shall  
21 be entitled but not required to mediate access in a manner  
22 reasonably related," et cetera, is that a statement of the  
23 status quo?

24 MS. DeCOOK: I guess I go back to the question of  
25 why we need this piece here. Because they are entitled to

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1 mediate access to their information, that's how they choose  
2 to provide it. I'm troubled by the fact that it's uniquely  
3 singled out for this set of information as opposed to any  
4 other piece of information that's going to be provided to the  
5 CLECs via this SGAT. It doesn't make any sense to have it  
6 here.

7 JUDGE RENDAHL: Is your concern that CLECs not  
8 be precluded from obtaining the new manual, the  
9 information manually to see the documents themselves?

10 MS. DeCOOK: I think, because of the timing  
11 involved in putting it into a mediated form, we would  
12 prefer to just get the information manually.

13 JUDGE RENDAHL: So you would prefer language  
14 that would provide access manually, but not preclude  
15 Qwest from putting it on mediated access for later  
16 handling?

17 MS. DeCOOK: I think you could cross reference  
18 9.2.2.8, which hopefully that's where it will end up.

19 But they have the obligation to provide it to  
20 us directly and if they choose to put it on their loop  
21 qual tools, that's their choice.

22 JUDGE RENDAHL: That's the issue we're going to  
23 take up, the second and third issues on the agenda  
24 today, is 9.2.2.8. I think this is sort of a precursor  
25 to the next two issues.

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1 MS. DeCOOK: That's correct.

2 JUDGE RENDAHL: Ms. Anderl, do you have  
3 anything else to add?

4 MS. ANDERL: No. I agree that this issue may  
5 be more crystallized after we talk about 9.2.2.8.

6 JUDGE RENDAHL: Are there any other questions  
7 from the bench on this issue at this time?

8 (No response.)

9 JUDGE RENDAHL: Let's be off the record for a  
10 minute.

11 (Discussion off the record.)

12 JUDGE RENDAHL: Back on the record.

13 MS. DeCOOK: The section at issue is section  
14 9.2.2.8, and in that section -- and I don't have the  
15 SGAT in front of me, but I believe in the April 5th  
16 filing Qwest made some proposed revisions to that  
17 section that should be in Redline.

18 MS. ANDERL: That's correct.

19 JUDGE RENDAHL: That would be in the April 5th  
20 version that is Exhibit 1503, and section 9.2.2.8.

21 And Ms. Anderl, are these same changes  
22 indicated in the April 19th --

23 MS. ANDERL: They are not. What is shown on  
24 the April 5th SGAT in Redline is shown as regular text  
25 in the April 19th version, and there is an additional

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1 sentence added in the April 19th version that is shown  
2 in Redline as an insertion to rebut the Commission's  
3 consideration with regard to the audit.

4 JUDGE RENDAHL: Thank you. And the April 19th  
5 version is Exhibit 1667 so we may need to refer to both  
6 of those.

7 MS. DeCOOK: Actually, there's actually more to  
8 refer to.

9 JUDGE RENDAHL: Yes. And the two additional  
10 exhibits you provided for our reference, the Exhibit  
11 1503, section 9.2.2.8 appears on page 132, and in 1667  
12 it appears on page 126.

13 Please go ahead, Ms. DeCook.

14 MS. DeCOOK: In response to the April 5th  
15 filing, AT&T proposed language revisions which appear in  
16 AT&T's response to Qwest's notice of updated Statement  
17 of Generally Available Terms and Conditions. Hopefully  
18 you have that. It's at page 6 and 7 of that submission.

19 In addition, since that time in response to an  
20 order or recommendation by the Staff in Arizona, and an  
21 order by the ALJ in Arizona, Qwest provided AT&T some  
22 proposed revisions which are reflected in Qwest Exhibit  
23 1669.

24 JUDGE RENDAHL: Which we just handed out this  
25 morning?

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1 MS. DeCOOK: Right.

2 MS. ANDERL: And that is not shown in Redline,  
3 it's just new language?

4 JUDGE RENDAHL: This is a complete substitute  
5 for section 9.2.2.8. Is that what section 1669 is,  
6 Ms. Anderl?

7 MS. ANDERL: No, Your Honor. It is a  
8 substitute for the language that is shown in Redline in  
9 Exhibit 1503, paragraph 9.2.2.8. The paragraph 9.2.2.8  
10 has, I think, two sentences at the beginning that would  
11 remain.

12 JUDGE RENDAHL: So Exhibit 1669 is a revision  
13 of the underlined portion of section 9.2.2.8 appearing  
14 in Exhibit 1503?

15 MS. ANDERL: Yes.

16 JUDGE RENDAHL: Thank you.

17 MS. DeCOOK: And finally, for documentation,  
18 Exhibit -- AT&T Exhibit 1672 is a Redline -- has Redline  
19 proposed revisions or questions relating to Exhibit  
20 1669. Those were submitted to Qwest in Arizona. And  
21 also 1672 in the last paragraph has audit language that  
22 we have proposed here, and we can address that later.

23 So really, I think what we're down to in this  
24 discussion is does the language that Qwest proposed  
25 accurately reflect your order? Does it comply with the

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1 act? Does it comply with the FCC orders? And is it  
2 clear and unambiguous?

3 And what AT&T and Covad -- by the way, these  
4 are also -- we have circulated these to Covad, and  
5 gotten their input on our proposed revisions. So these  
6 are essentially AT&T and Covad's proposed revisions to  
7 Qwest's language.

8 And in terms of what AT&T and Covad tried to  
9 do, the initial language that Qwest proposed talked  
10 about a manual look-up. And it was unclear what they --  
11 when they would do it, what they would do. And so we  
12 attempted to try to clarify in our first sentence if the  
13 loop makeup information for a particular facility is not  
14 contained in the loop qual tools, we tried to clarify  
15 when you would need to do the manual review.

16 The dispute seems to be over -- if you look at  
17 1672, the underlined portion which says, "Or if the CLEC  
18 questions" -- there should be an "S" there -- the  
19 accuracy of the information from the loop qualification  
20 tools as an additur as to when we would need a manual  
21 review.

22 And the best example I can give of that  
23 situation is if, for example, the loop qual tool returns  
24 a response for a loop that is less than 18,000 feet from  
25 the CO, and says that particular loop is not DSL

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1 qualified, then you know there's something wrong because  
2 that loop should be capable of provisioning DSL.

3 So that's an example of when you would need to  
4 go further and say there's something wrong with the loop  
5 qual tool. It's giving us a reject on something that it  
6 shouldn't give you a reject on.

7 The second underlined portion is just a  
8 clarification. We're not sure what terminal refers to,  
9 whether Qwest intends that to refer to remote terminal,  
10 digital terminal, or some other type of terminal. So  
11 that was just a request for clarification.

12 In looking at 1672, the next Redline version is  
13 designed to address the IDLC situation. And this is for  
14 the spare facilities. And there was, as you could see,  
15 when Qwest clarified to indicate what they were going to  
16 provide back to the CLEC in terms of loop makeup  
17 information, there was no clear indication that they  
18 would provide any spare facility information.

19 And that was at least one of the reasons why we  
20 needed the loop manual review done so we could get  
21 access to the information. And so we have added that  
22 section to address that particular spare facility  
23 information.

24 And finally the last addition that we have made  
25 is to say that once the investigation is complete, Qwest



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1 will load the information into the LFACS data base. And  
2 we added that just to ensure that whatever information  
3 is provided to the CLEC will ultimately find its way  
4 into the loop qual tool itself, not into LFACS, which  
5 some information from LFACS goes into the loop qual  
6 tool; some doesn't. It's hard to know what does and  
7 what doesn't. So we want to make sure that this  
8 information ultimately gets into the tool itself, not  
9 into LFACS.

10 JUDGE RENDAHL: Ms. Anderl?

11 MS. ANDERL: Ms. Doberneck.

12 JUDGE RENDAHL: I am sorry.

13 Ms. Doberneck.

14 MS. DOBERNECK: Thank you, Your Honor. As  
15 Becky mentioned, we do concur in the language that the  
16 Redline -- proposed language that AT&T has in 9.2.2.8.  
17 The only two things I wanted to add, Becky pointed out  
18 that it is important to allow CLECs to request manual  
19 look up of loop makeup information in a scenario where a  
20 CLEC questions whether it's accurate.

21 This is precisely the factual issue that Covad  
22 raised during the workshop for proceedings in which we  
23 did have testimony from Mr. Hoolibeck (phonetic) about  
24 our experience with this sort of false negative issue,  
25 or false positive, where there was no reason why a loop

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1     could not be provisioned, and yet because we knew, for  
2     example, that the end user was just around the block  
3     from the central office, and at the same time we got  
4     information through the raw loop data tool that we could  
5     not do so.

6             Certainly in connection with our brief, the  
7     results of the Colorado FCC trial, and the reliability  
8     and accuracy of Qwest raw loop data tool, we pointed out  
9     example after example after example of this problem to  
10    simply underscore that we need to find a way to work  
11    around inaccuracy in the raw loop data tool.

12            With respect to the final point that  
13    Ms. DeCook raised, which was the assurance that whatever  
14    manual information that Qwest provided to the CLECS,  
15    that it did actually finally go into the data base that  
16    feeds the pre qual tool, which is also an important  
17    point.

18            JUDGE RENDAHL: Ms. Doberneck, can you speak up  
19    a little bit?

20            MS. DOBERNECK: I am sorry. I am on a cell  
21    phone. Is that better?

22            JUDGE RENDAHL: It is. Thank you.

23            MS. DOBERNECK: It's simply if we are required  
24    to pay for a manual look-up of loop makeup, then we  
25    should also benefit in the long term, as well as Qwest

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1 would benefit in the long term, from ensuring that the  
2 actions that are taken and the monies we have paid for  
3 manual look-up, then benefit everybody, because then for  
4 that particular loop, the information is accurately  
5 updated in the data base to which all CLECs and Qwest  
6 will be able to draw upon if there's issues with that  
7 particular line, or what have you.

8 So it's something that not only helps CLECs, it  
9 helps Qwest, and ensures that if we have paid, it's an  
10 investment that is wisely made.

11 JUDGE RENDAHL: Thank you. Ms. Anderl.

12 MS. ANDERL: Thank you, Your Honor. When we  
13 first filed our compliance language for 9.2.2.8, we were  
14 filing it in compliance with the Commission's 28th  
15 supplemental order at paragraph 248.

16 That paragraph required Qwest to modify the  
17 SGAT to provide CLECs a process for obtaining loop  
18 qualification information that is not available  
19 electronically.

20 As a result of that requirement, our original  
21 language stated that we would allow manual look up if  
22 the loop qualification tool returned unclear  
23 information. That's what is in the April 5th SGAT,  
24 1503.

25 Subsequently in response to concerns raised by

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1 AT&T and Covad that that did not go far enough, we  
2 proposed the language that you see contained in 1669.  
3 As you can see there, we are doing a manual look-up if  
4 there's no information in the loop qualification tool,  
5 or if the loop qualification tools return unclear, or we  
6 have added the words "incomplete information."

7 We do not think that the requirements should go  
8 so far as Covad and AT&T suggest, which is to add  
9 language that, you know, if the CLEC questions the  
10 accuracy of the information that is returned, because  
11 that potentially gives the ability to ask for a manual  
12 look-up in every single case, and we don't think that's  
13 what the Commission was intending.

14 We think the Commission was intending to allow  
15 CLECs access to information that they could not get  
16 through the electronic tools in a manner that is at  
17 parity with what Qwest's retail operations get.

18 Our own retail operations access those same  
19 data bases. And, I mean, this is maybe a bad way to  
20 explain it, or a bad example, but if there's inaccurate  
21 information in there, everyone suffers equally. But  
22 that doesn't mean -- and we don't think there is a lot  
23 of inaccurate information. Sometimes data bases get  
24 corrupted, or sometimes people enter information  
25 incorrectly.

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1           But we don't think that's what the Commission  
2           intended in requiring the manual look-up. We think that  
3           the manual look-up was meant to cover that area where  
4           there was incomplete information, or the information was  
5           not populated at all, and then you can go and do the  
6           manual look-up. Now -- and that's what we have offered  
7           in terms of our language, and we think it's compliant.

8           The other provision that we're complying with  
9           is the Commission's 31st supplemental order at paragraph  
10          28, and that requirement states, I think, consistent  
11          with the explanation that I have just given, that the  
12          Commission is seeking to ensure that the raw loop data  
13          tool contains the same information available to Qwest's  
14          retail operations.

15          And what you have said there is that the only  
16          way you could do that is to allow competitors to make  
17          manual loop make up requests, and to audit the  
18          information. And we can talk about the audit in a  
19          minute. But right now we're talking about what is the  
20          scope of the ability to request a manual look-up.

21          We think that our language complies. AT&T  
22          and Covad would obviously like to see it go further, but  
23          we don't think that is required under the terms of your  
24          order.

25          Now, with regard to Exhibit 1672, AT&T may well

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1 have provided that to our counsel in Arizona. I have  
2 not had an opportunity to discuss this language  
3 internally. It may be that there is some language that  
4 we can accept. We cannot accept the first modification  
5 with regard to if the CLEC questions the accuracy. We  
6 can probably answer AT&T's question about the terminals.  
7 And in the case of the IDLC and the final modification  
8 to add the phrase "this loop makeup information" into  
9 the fields, I would have to check and see if we could  
10 accept that as well.

11 I am not certain. The only caveat I would  
12 raise is whether all of the information that AT&T is  
13 referencing here flows from the LFACS data base into the  
14 loop qualification tools. And so that insertion of that  
15 phrase that they would like to add, I don't know if that  
16 is what happens. If that is what happens, we can  
17 certainly add that language.

18 CHAIRWOMAN SHOWALTER: Ms. Anderl, I apologize  
19 to you and the rest of the bench. I was distracted when  
20 you were talking about why you object to the additional  
21 phrase "where a CLEC questions the accuracy."

22 So in summary form, can you tell me again?

23 MS. ANDERL: We think if the CLEC questions the  
24 accuracy is not a limitation at all. And we think that,  
25 at least the way we read the order, is that the manual

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1 look-up was supposed to be in situations where the  
2 information was really not otherwise available.

3 Where the CLEC questions the accuracy of the  
4 information does not really impose any limits on the  
5 CLEC's ability to request manual look-ups.

6 And I believe what I might have said during the  
7 time that you were called away -- and maybe this isn't  
8 the best way to explain it -- but if the information is  
9 inaccurate, it is inaccurate for all parties who obtain  
10 it via the electronic data base. It's not something we  
11 think happens a lot, but it is something that affects  
12 everyone on a parity basis, and we don't think that's  
13 what the manual look-up was for.

14 JUDGE RENDAHL: Ms. DeCook, do you have a  
15 response?

16 MS. DeCOOK: Several. I guess on the last  
17 point, I think that was one of the major issues  
18 Ms. Doberneck addressed as to why we were asking for the  
19 manual look-up procedure. I certainly don't agree that  
20 a CLEC is going to question every response they get to  
21 the loop qual tool.

22 I think quite the opposite. They are going to  
23 assume that the information in the loop qual tool is  
24 correct, and only in a situation -- and in obvious  
25 situations where you have some doubt about the accuracy

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1 of the information, such as that situation that I  
2 described and Ms. Doberneck described where you have  
3 reason to doubt the accuracy.

4 And I certainly don't think we're in the  
5 business of asking Qwest to do a manual look-up every  
6 time we want to provision service to our customer, and  
7 we don't want to spend the time waiting for Qwest to do  
8 its manual review and get back to us. So I certainly  
9 don't think we're going to abuse this process.

10 And just so we're clear on the standard, the  
11 standard for access to loop qual information is not  
12 based on what is available to Qwest's retail  
13 representatives. And by the way, when they say retail,  
14 they are only looking at the scope of what their DSL  
15 retail representatives look at. They have not presented  
16 any evidence regarding what their loop provisioning  
17 retail representatives have access to. But putting that  
18 aside, the standard that the FCC established is any  
19 information that is available or could be available to  
20 any Qwest employee has nothing to do with what their  
21 retail people look at. It's any Qwest employee, and  
22 that's clear from the UNE remand and from the SWBT SBC  
23 against Oklahoma and Verizon Massachusetts orders. So  
24 we need to --

25 JUDGE RENDAHL: When you say "SWBT," that's



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1 Southwest Bell Telephone?

2 MS. DeCOOK: SBC, right.

3 So that's the standard that you need to look  
4 at, and that's the standard that we tried to employ in  
5 our language proposals here.

6 CHAIRWOMAN SHOWALTER: Just one question, if  
7 the language said, "The CLEC provides reason to question  
8 the accuracy," is that still vague?

9 MS. ANDERL: I have been sitting here thinking  
10 whether the reference to "unclear" would cover what  
11 Ms. DeCook is saying. And I think it probably wouldn't,  
12 because we could have potentially a situation where the  
13 loop qualification tool returned information that was  
14 very clear, and it said 20,000 feet, and the CLEC knows  
15 that their customer is just around the block from the  
16 central office. And I am trying to think of language  
17 that isn't so broad and general, and both barn doors  
18 open.

19 So to address the CLECs' concerns without, as I  
20 said, having this "questions the accuracy" language in  
21 there. I am not thinking of anything as I sit here  
22 today. But we would certainly be willing to try to come  
23 up with additional creative solutions to that language.

24 JUDGE RENDAHL: I think if you maybe want to  
25 float amongst yourselves inserting what the chairwoman

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1 just suggested, inserting the words, "provide reason to  
2 doubt" --

3 CHAIRWOMAN SHOWALTER: Or "provides reason to  
4 doubt the accuracy." But there's obviously something  
5 there that the CLEC is saying that actually does raise a  
6 doubt.

7 MS. ANDERL: "Presents a basis to question."

8 JUDGE RENDAHL: So there's not just simply, as  
9 Qwest is concerned, that there's -- on every order that  
10 the CLEC will request a manual look-up just to do it.  
11 If there's a reason to do it, then the CLEC has a reason  
12 to question. So you might want to float that and see  
13 how that works.

14 CHAIRWOMAN SHOWALTER: And clearly you could  
15 provide any old reason whatsoever, and at some point  
16 this could get down to was this a sufficient reason or  
17 not. But at least there would be a burden to provide  
18 some basis.

19 MS. ANDERL: A reasonable reason.

20 JUDGE RENDAHL: I am sorry, Ms. Doberneck?

21 MS. DOBERNECK: This is Megan Doberneck. I  
22 certainly don't object to trying to work out that kind  
23 of language, because I think from Covad's perspective  
24 pretty much the one scenario where we would have cause  
25 to question is where we are the end users close to the

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1 central office, but Qwest reports a loop being 30,000,  
2 40,000, what have you.

3 So I certainly don't object to that. But I  
4 would, subject to the caveat if it were a reasonable  
5 basis to question, or a good faith basis to question so  
6 that both parties have some sort of measurable  
7 protection to allow the CLEC to raise a legitimate claim  
8 without being concerned about Qwest saying, "Well,  
9 that's not really a sufficient basis."

10 JUDGE RENDAHL: Thank you.

11 Ms. Anderl, I have to clarify. When you went  
12 through this Exhibit 1672, it seemed to be the primary  
13 issue is where the language we have just been  
14 discussing, the first Redline portion on 1672. And that  
15 you intend to go back to whoever works on this language  
16 on the remaining redlined portion of this first section  
17 on 1672 to see if that is acceptable to Qwest?

18 MS. ANDERL: That's right.

19 JUDGE RENDAHL: But your understanding is the  
20 primary concern to be the first section?

21 MS. ANDERL: I know that to be a concern,  
22 because AT&T has proposed that previously, and we had  
23 internal discussion about whether we could accept that  
24 or --

25 JUDGE RENDAHL: When could Qwest and AT&T

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1 provide word back to the Commission on whether they have  
2 worked out this information based on what we discussed  
3 this morning?

4 MS. ANDERL: Is there a deadline in Arizona?

5 MS. DeCOOK: I don't know.

6 JUDGE RENDAHL: Well, talk about it over the  
7 lunch hour, because I think it would be helpful if you  
8 could all have -- and I am assuming, Ms. Doberneck, you  
9 would be included in that decision?

10 MS. DOBERNECK: I believe I would be.

11 JUDGE RENDAHL: It's now 11:00. Do you also  
12 need to be on the line for the audit issue, or is that  
13 something Ms. DeCook can address your concerns on?

14 MS. DOBERNECK: No, I think Ms. DeCook will be  
15 just fine without any assistance from me.

16 JUDGE RENDAHL: So if you need to depart, it  
17 won't be a problem for you?

18 MS. DOBERNECK: Not at all. And I do need to  
19 depart, and I do appreciate the ability to participate.

20 JUDGE RENDAHL: Thank you for calling in this  
21 morning.

22 MS. DOBERNECK: Have a lovely day.

23 CHAIRWOMAN SHOWALTER: Ms. Doberneck, do you  
24 have one or two more minutes? Can we go off the record?

25 JUDGE RENDAHL: Off the record for a minute.

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1 (Brief recess.)

2 JUDGE RENDAHL: Let's be back on the record.  
3 We're back on the record after our morning break. And  
4 we're going to talk about the last issue on page two of  
5 the matrix, which concerns auditing the loop  
6 qualification tools.

7 And Ms. Doberneck has left, leaving Ms. DeCook  
8 to cover the issue. So Ms. DeCook, why don't you begin  
9 and explain to us the issue here.

10 MS. DeCOOK: All right. Thank you. There's  
11 two sections at issue. They are both in the April 19  
12 version of the SGAT.

13 JUDGE RENDAHL: Which is Exhibit 1667.

14 MS. DeCOOK: And they are 9.2.2.8. And, in the  
15 April 19th version there is just one section that is  
16 redlined, and the section is 18.1.1.1 on the Redline  
17 version there. And let me start with 9.2.2.8.

18 There's two issues with this particular  
19 language. The first is Qwest starts the discussion  
20 by -- with the preamble, "to ensure parity with Qwest  
21 retail operation."

22 And the problem we have with that language I  
23 addressed before. That isn't the test. The test is to  
24 ensure that CLECs have access to the same information  
25 that any Qwest employee has access to. So the parity

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1 standard that is being used by Qwest is not the correct  
2 standard.

3 So we believe that either should be eliminated  
4 or revised to reflect the accurate parity standard.

5 The second concern we have with that --

6 COMMISSIONER HEMSTAD: And do you have specific  
7 wording, or are you suggesting --

8 MS. DeCOOK: I could provide you that. I  
9 haven't provided that.

10 CHAIRWOMAN SHOWALTER: But to follow up on  
11 that, why do we need to say what the motivation is? The  
12 operational language is what follows that phrase, so why  
13 not have the operational language?

14 MS. DeCOOK: And I think that's fine, because  
15 the standard is the standard. As long as it's clear  
16 from the Commission's orders that that is the standard  
17 that needs to be assessed for purposes of parity, and  
18 there is some confusion in the Commission's order.

19 So I think that would suffice to just eliminate  
20 it as long as we're clear on the standard.

21 COMMISSIONER HEMSTAD: And it would be to  
22 eliminate the first clause?

23 MS. DeCOOK: That's correct.

24 MS. DeCOOK: And we have actually provided  
25 competing audit language, which was in -- I believe it's

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1 AT&T Exhibit 1672. It's the last paragraph. And we  
2 don't identify a standard in ours.

3 The second concern that we have with this  
4 language is Qwest says that "CLECs may request an audit  
5 of information available to Qwest pertaining to loop  
6 qualification tools."

7 It's unclear to me what "pertaining to loop  
8 qualification tools" is. It strikes me that the audit  
9 that is being done, the parity audit, is to ensure that  
10 we have access to the same information that any Qwest  
11 employee has access to. Not what Qwest has available to  
12 it pertaining to the tools, because we think that they  
13 have access to more than just the tools.

14 So we would prefer our language over this  
15 language, because it sets up the proper analysis as  
16 opposed to this language, which is inappropriately  
17 limiting.

18 CHAIRWOMAN SHOWALTER: Well, with your  
19 language, you say they have the ability to get the  
20 same -- CLECS have the ability, should have the ability  
21 to get the same information that Qwest has. But how is  
22 the information constrained? I don't think it's any and  
23 all information of any kind; it is information  
24 pertaining to something, isn't it?

25 MS. DeCOOK: Well, and actually Ms. Anderl and

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1 I were discussing that before we went on the record this  
2 morning. And I guess you are right in the sense that  
3 the ability to audit company records, back office  
4 systems, and data bases is probably overly broad.

5 And perhaps a revision that is -- after data  
6 bases that says pertaining to loop information would  
7 confine it in the appropriate way.

8 JUDGE RENDAHL: And this is your modifying  
9 Exhibit 1672, the second paragraph on 1672?

10 MS. DeCOOK: That's correct.

11 CHAIRWOMAN SHOWALTER: But then if that's the  
12 case, yours could be modified that way, or could Qwest's  
13 be modified to say, "requests an audit of information  
14 available to Qwest pertaining to" what? Something other  
15 than loop qualifications?

16 MS. DeCOOK: "To loop information." But what I  
17 would like to do, if you choose that route, is to make  
18 sure that it's clear what the CLEC could audit with the  
19 addition of "company records, back office systems, and  
20 data bases."

21 CHAIRWOMAN SHOWALTER: I see. Okay. So  
22 there's ways to work the two together, but I think the  
23 use of the word "information" is probably not going to  
24 be broad enough.

25 All right.



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1 MS. DeCOOK: And then turning to section  
2 18.1.1.

3 CHAIRWOMAN SHOWALTER: Now, is that the one  
4 that was in Exhibit 1503?

5 JUDGE RENDAHL: No, I think this is also in  
6 Exhibit 1667.

7 MS. DeCOOK: That's correct.

8 JUDGE RENDAHL: On page 300 of the same  
9 exhibit.

10 MS. DeCOOK: And referencing the Redline --

11 COMMISSIONER HEMSTAD: Just wait a moment.

12 MS. DeCOOK: Oh, I am sorry.

13 Okay. This gets back to why we need the  
14 broader explanation of what information is in terms of  
15 an audit here. What Qwest is proposing is that the term  
16 "audit" implies to the investigation of network data  
17 bases supporting the loop qualification tool. And in  
18 AT&T and Covad's view, that is too narrow.

19 The issue is, do we have access to the same  
20 information that any Qwest employee has access to?  
21 That's broader than just the network data bases. We  
22 know, based on the records, that Qwest employees have  
23 access, for example, to engineering records which are  
24 not in the network data bases that support the loop  
25 qualifications tools.

1           And so to the extent that this language is  
2 retained, we believe that the term "audit" needs to be  
3 defined to include an investigation of company records,  
4 back office systems, and data bases that pertain to loop  
5 information.

6           JUDGE RENDAHL: And that it shouldn't be  
7 qualified by network data bases, or is that an issue?

8           MS. DeCOOK: That is the issue.

9           JUDGE RENDAHL: Well, if you add in "company  
10 records, back office systems and network data bases," or  
11 does it need to be just "data bases," or does it matter?

12           MS. DeCOOK: I don't know if there's a  
13 distinction in Qwest's mind between data bases and  
14 network data bases. So I guess from our view it's  
15 preferable to have the broader reference. And it's  
16 limited by the fact that it's data bases pertaining to  
17 loop information.

18           JUDGE RENDAHL: So if the language in 18.1.1  
19 that's underlined is modified to include the term "audit  
20 also applies to the investigation of Qwest's company  
21 records, back office systems, and data bases pertaining  
22 to loop information," that would be acceptable to AT&T?

23           MS. DeCOOK: And Covad.

24           JUDGE RENDAHL: Are there any other issues on  
25 this matter that we need to go over, from your

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1 perspective?

2 MS. DeCOOK: No. And just to comment, the  
3 language that AT&T proposed was adopted by the ALJ in  
4 Arizona.

5 JUDGE RENDAHL: That is the language on 1672?

6 MS. DeCOOK: That's correct.

7 JUDGE RENDAHL: Ms. Anderl.

8 MS. ANDERL: Thank you. There are about three  
9 or four separate issues in this audit language. The  
10 first is the introductory phrase that Qwest has chosen  
11 to ensure parity with its retail operations, and we  
12 understand that AT&T opposes that.

13 We believe that that language is consistent  
14 with the Commission's order. And let me just point you  
15 to two paragraphs in the 31st Supplemental Order, which  
16 we believe we are complying when we use that language.

17 Paragraph 28 in a discussion and decision  
18 section on this issue, the Commission states, "The only  
19 way we can ensure that the raw loop data tool contains  
20 the same information available to Qwest's retail  
21 operations is to allow competitors" -- and it goes on.

22 So we understood from that, there was -- it was  
23 appropriate to reference a retail parity type standard,  
24 and that language is repeated again in that same order  
25 at paragraph 73.

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1                   CHAIRWOMAN SHOWALTER:  But understanding why  
2   you put it in there, is it necessary?  I mean, isn't the  
3   SGAT supposed to be the operational rules, not in  
4   particular an explanation of why they are in there or  
5   what motivates them?

6                   This is analogous to my problem with intent  
7   sections of legislation.  You can argue for a long time  
8   about intent.  But what matters is what is the  
9   operational language.

10                  MS. ANDERL:  I understand the concern.  And I  
11   think this is a little bit different, because it does  
12   limit the scope of the audit, and we think appropriately  
13   so.

14                  There are other purposes for which an audit can  
15   be conducted.  And we don't think that those would be  
16   authorized.  So it is -- and it is both explanatory and  
17   limiting.  And so for that second reason, we think it's  
18   important to have it in there, because it tells the  
19   CLECs that they have to have a reason to request the  
20   audit, or some basis ensuring the parity standard and  
21   that that is a condition precedent sort of thing to even  
22   coming in and requesting the audit.

23                  CHAIRWOMAN SHOWALTER:  Well, in that case I  
24   think you would put "for the purpose of ensuring  
25   parity," because otherwise it seems like it's an

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1 explanation for why the rest of the sentence is there as  
2 opposed to a limiting factor.

3 MS. ANDERL: I take your point, and that may be  
4 better language to effect what we were thinking of. But  
5 my understanding is that is why we would like that  
6 language in there, because there were certainly other  
7 reasons why a CLEC might want to do an audit.

8 We talked with AT&T a little bit about their  
9 proposed language on 1672 where it says, "CLECs shall  
10 have the ability to audit Qwest company records, back  
11 office systems, and data bases," we did express that  
12 that language was too broad.

13 And our proposed modification would be that, to  
14 the extent that AT&T wanted to list company records,  
15 back office systems, and data bases, we would propose to  
16 insert after the word data bases "pertaining to the loop  
17 qualification tools."

18 And then it goes on to determine that Qwest is  
19 providing -- and I heard Ms. DeCook say that she agreed  
20 that the unmodified language was perhaps too broad. We  
21 think that pertaining to the loop qualification tools is  
22 an appropriate modifier, and we could live with that  
23 because that's what we really think you would be  
24 auditing.

25 JUDGE RENDAHL: What about "pertaining to loop

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1 information"?

2 MS. ANDERL: I didn't check that language  
3 before I came in here today, so I don't know if it's the  
4 same thing. "Pertaining to loop information" may be  
5 more broad than "pertaining to qualification tools." I  
6 would need to ask my network folks if they draw a  
7 distinction in using that language.

8 JUDGE RENDAHL: I think what I heard  
9 Ms. DeCook say is she's agreeable to modifying the  
10 documents and information audit if it's modified  
11 pertaining to loop information.

12 My guess is that Ms. DeCook would not agree to  
13 modifying it to pertaining the loop qualification tools  
14 but I will let her address that when she has a time to  
15 respond. I am sorry. I interrupted your train.

16 MS. ANDERL: That's all right.

17 JUDGE RENDAHL: Are there other issues?

18 MS. ANDERL: The other issue in connection with  
19 the audit section is just AT&T's proposed revision again  
20 on Exhibit 1672 which indicates that the audit will be  
21 in addition to audit rights contemplated by Section 18.

22 I don't think that language is compliant with  
23 anything the Commission has ordered. In the  
24 Commission's 31st Supplemental Order at paragraph 28,  
25 the Commission specifically references the provisions of

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1 SGAT section 18.2.8 directing a CLEC who requests the  
2 audit to bear the costs. We understood the Commission's  
3 order to mean that the audit that we would be obligated  
4 to undertake is the same audit that is described in  
5 section 18.

6 And so we're not really sure why it would be  
7 necessary to have language that AT&T proposes saying  
8 it's in addition to the audit rights contemplated by  
9 section 18, because we don't think it is. We think it's  
10 just an enhancement to those audit rights.

11 We have modified section 18.1.1 to broaden the  
12 scope, or at least clarify the scope of the word "audit"  
13 to pertain to investigations of the loop information  
14 data. And that's all I have on that issue.

15 JUDGE RENDAHL: Going to section 18.1.1, when  
16 we discussed with Ms. DeCook certain modifications that  
17 might be agreeable to AT&T, did you follow that?

18 MS. ANDERL: I did. I wasn't making notes in  
19 terms of writing it down, but I believe we were going to  
20 add --

21 JUDGE RENDAHL: Why don't I -- if the second  
22 sentence of 18.1.1 in the Redline version, Exhibit 1667,  
23 is modified to read, "The term audit also applies to the  
24 investigation of Qwest's company records, back office  
25 systems, and data bases pertaining to loop information,"

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1 I think that presents the same issue as we just  
2 discussed on 1672, whether it needs to be modified  
3 concerning loop qualification tools or loop information.

4 MS. ANDERL: Right. But otherwise we would be  
5 fine. As long as it's appropriately modified, it's fine  
6 with us to list company records, back office systems and  
7 data bases.

8 JUDGE RENDAHL: And modifying it pertaining to  
9 whatever, and that modifier is what is at issue now?

10 MS. ANDERL: Exactly.

11 JUDGE RENDAHL: Ms. DeCook, do you have a  
12 response based on what we discussed with Ms. Anderl?

13 MS. DeCOOK: Yes. Three very quick things.  
14 The FCC is very clear on what the parity standard is.  
15 It is in paragraph 430 of the UNE remand order where it  
16 says, "We also clarify that under our existing rules the  
17 relevant inquiry is not whether the retail arm of the  
18 incumbent has access to the underlying loop  
19 qualification information, but rather whether such  
20 information exists anywhere within the incumbent's back  
21 office, and can be accessed by any of the incumbent LEC  
22 personnel."

23 And that's the reason why we have concerns  
24 about their first statement about what the parity  
25 standard is.



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1           Second, we do have concerns about using the  
2 limiter of pertaining to the loop qualification tools,  
3 because we believe that based upon the language that  
4 Qwest is using, they are trying to limit access in the  
5 audit to the tools themselves, and the data bases that  
6 keep those tools.

7           And as I indicated before, there are records  
8 that are in their back office that they have access to  
9 that we believe need to be part of the manual review,  
10 and part of the audit such as engineering records, which  
11 are not used to directly feed any tool.

12           On her third point about AT&T's language that  
13 says, "Such audit will be in addition to the audit  
14 rights contemplated in section 18," well, clearly we  
15 believe that the initial sentence audit, defining audit  
16 in 18.1.1, does not describe the scenario. And frankly,  
17 neither does Qwest, because they added another sentence  
18 that says, "The term audit also applies to this kind of  
19 analysis."

20           So clearly they don't even believe that the  
21 existing audit language covers the audit rights that you  
22 have provided for in your 28th supplemental order, and  
23 your 31st supplemental order.

24           And that's why all we were trying to do is make  
25 sure -- and we happened to do it in the language that we

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1 proposed for 9.2.2.8. They chose to go into the audit  
2 section and amend that. You can do it either way.

3 But somehow it needs to make clear that the  
4 audit process that is defined in section 18 encompasses  
5 and includes whatever the audit that you have ordered as  
6 part of this process. And that's all we were trying to  
7 do.

8 CHAIRWOMAN SHOWALTER: But then I take it that  
9 if the underlying sentence in the definition of audit in  
10 18.1.1 is there, then you are agreeable to language in  
11 section 9 saying "pursuant to section 18," instead of  
12 "in addition to"?

13 MS. DeCOOK: Yes, that's fine.

14 JUDGE RENDAHL: Would that sentence even need  
15 to be there?

16 MS. DeCOOK: I think you need something that  
17 gives the cross reference that the audit process that is  
18 set forth in section 18 applies. But you have it one  
19 place or the other, and that's all you need.

20 CHAIRWOMAN SHOWALTER: And Qwest also has it  
21 pursuant to that --

22 MS. DeCOOK: Yes, that's correct.

23 JUDGE RENDAHL: Is there anything else from the  
24 bench on this issue?

25 (No response.)

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1                   JUDGE RENDAHL: I think we're finished with the  
2     audit of loop qualification tools issue.

3                   And the last issue on the table, substantive  
4     issue, is this issue of remote deployment of DSL.

5                   Ms. Singer Nelson, are you still with us?

6                   MS. SINGER NELSON: Yes, I am, Judge. Thank  
7     you.

8                   JUDGE RENDAHL: Let's turn to that. But before  
9     we do that, let's be off the record for a moment.

10                   (Discussion off the record.)

11                   JUDGE RENDAHL: Let's be back on the record.

12                   When we were off the record we identified the  
13     exhibits we need to refer to and that would be Exhibit  
14     1507, which is Qwest's Memorandum filed for the April  
15     hearing, and AT&T's response to Qwest's filing. And  
16     that's Exhibit 1671. And WorldCom's response is Exhibit  
17     1675.

18                   We're going to begin with comments from  
19     Ms. Singer Nelson. Please go ahead.

20                   MS. SINGER NELSON: Thank you. This is  
21     switching gears a little bit from what we were talking  
22     about this morning. This issue addresses what was  
23     marked in the workshop as loop issue 10-2. And it  
24     concerns spectrum capability, and spectrum management.

25                   Spectrum management refers to administrative

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1 activity, such as binder group integrity, other  
2 practices to guarantee compatibility for different  
3 technologies and different pairs within the same cable.

4 And then spectrum compatibility refers to the  
5 ability of one loop technology, such as DSL, to operate  
6 in the same cable, along with another loop technology,  
7 such as voice without causing interference or  
8 degradation of service to the operation of the other  
9 technology.

10 Now, loop issue 10-2 is where the CLECs wanted  
11 a process to be implemented to address Qwest's remote  
12 deployment of DSL prior to the release of industry  
13 standards addressing the remote deployment.

14 Qwest's position was it wanted to Commission to  
15 hold off on setting a process until after the industry  
16 standard was in place.

17 The FCC acknowledged in its line sharing order  
18 that no industry standard was in place that addressed  
19 the remote deployment of DSLAMS. And until such a  
20 standard was adopted, a loop technology would be  
21 presumed acceptable in three circumstances, and those  
22 three circumstances are that it complies with existing  
23 industry standards. The second is it was approved by an  
24 industry standards body, the FCC or State Commission.  
25 And third, it has been successfully deployed by any

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1 other carrier without significantly degrading the  
2 performance of other services.

3 Now, Rebecca -- in the Commission's initial  
4 order on this issue, the judge held at paragraph 110  
5 that on an interim basis before the industry standards  
6 were set, prior to deployment of remote DSL, Qwest had  
7 to demonstrate to the Commission that its remote DSL  
8 technology met up with the FCC's three circumstances.

9 Then in the Commission's final order concerning  
10 workshops for the 28th supplemental order, at paragraph  
11 43 the Commission responded to Qwest's representation  
12 that it had already deployed remote DSLAMS in  
13 Washington, and the Commission modified the recommended  
14 decision to require Qwest to explain to the Commission  
15 which of the FCC's circumstances that it satisfied in  
16 its remote deployment of DSL.

17 So Qwest's filing, Exhibit 1507, was filed in  
18 response to that Commission order. Now, Qwest's filing  
19 argued that Qwest had satisfied a couple of the FCC's  
20 requirements. First it argues that its remote  
21 deployment is consistent with existing standards. The  
22 problem with that is no standards exist that address the  
23 particular situation at issue.

24 And that is where a CLEC is providing DSL  
25 services out of a Qwest central office, and Qwest has

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1 deployed a remote DSLAM and is providing remote DSL  
2 services, and the services of both the remote and  
3 central office face DSLAM serve customers in the same  
4 distribution binder group.

5 The existing standards that Qwest cites in its  
6 memo is T1.417. T1.417, in fact, does not address the  
7 situation at issue which I just described, but it only  
8 relates to where both carriers have DSL deployed from  
9 the central office.

10 So on its face the standard demonstrates that  
11 it does not address the particular situation at issue.  
12 And WorldCom has quoted from that standard in its filing  
13 to show that it, in fact, does not address the situation  
14 where Qwest has remotely deployed DSL service.

15 And then Qwest next argues that it meets the  
16 third FCC circumstance in that it has been successfully  
17 deployed by other carriers. Qwest states that Sprint  
18 has successfully deployed remote DSLAMS without  
19 significant degradation to other CLEC central office  
20 based DSL service -- but Qwest didn't support that  
21 assertion with any evidence relating to the Sprint  
22 deployment --

23 JUDGE RENDAHL: Ms. Nelson. Ms. Nelson.  
24 Ms. Nelson, you have to slow down for the court  
25 reporter. It's difficult for her to take this down just

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1 listening to your voice, so if you can slow down a bit,  
2 that would help her, and us, in taking in what you are  
3 saying.

4 MS. SINGER NELSON: All right. And so what I  
5 was addressing was Qwest's argument that it meets the  
6 third FCC circumstance, and that is that it has been  
7 successfully deployed by other carriers.

8 Qwest states in its pleading that Sprint has  
9 successfully deployed DSLAM without significant  
10 degradation to other CLEC central office based DSL  
11 service, but Qwest didn't support that assertion with  
12 any evidence relating to this point, Sprint's  
13 deployment. So the Commission can't determine whether  
14 the FCC requirement is matched without any details about  
15 the technology that Sprint has deployed, and the  
16 circumstances of that deployment, and whether it has  
17 been tested.

18 Now, Qwest next argues that its own deployment  
19 of remote DSLAMS satisfies the standard, since no CLEC  
20 has complained about degradation. The problem with that  
21 is Qwest explains in its memo that it only so far has  
22 deployed remote DSLAMS where it's certain that  
23 degradation will not occur.

24 And that would be in situations where the  
25 customers of the CLEC's central office based service,

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1 and customers of Qwest's remotely deployed service are  
2 not in the same binder group.

3 WorldCom's concern is that Qwest's memo asks  
4 the Commission in its conclusion to close the issue, and  
5 find that Qwest has satisfied the requirements of the  
6 Commission's order.

7 Well, WorldCom's view is Qwest has not met its  
8 burden of proof to close this issue, and we ask that the  
9 Commission keep the issue open and reiterate the  
10 decision in the initial recommended decision that before  
11 industry standards are set, Qwest must demonstrate that  
12 the remote deployment of DSL service does not  
13 significantly degrade another carrier's provision of  
14 central office based DSL service.

15 And then more specifically, WorldCom requests  
16 in its comments that the Commission require Qwest to  
17 test the compatibility of its remotely deployed DSL  
18 service with a CLEC central office based DSL service for  
19 customers served out of the same binder group.

20 I am done.

21 JUDGE RENDAHL: Thank you. Ms. DeCook, do you  
22 have anything further on this?

23 MS. DeCOOK: Not really, Your Honor. I think  
24 Ms. Singer Nelson's and WorldCom's filing is very  
25 similar to AT&T's in the sense that we express concern



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1 about the lack of evidence to support the assertions  
2 that are in Qwest's memorandum.

3 So I agree with Ms. Singer Nelson's summary of  
4 the problem.

5 JUDGE RENDAHL: Thank you.

6 Ms. Anderl.

7 MS. ANDERL: Thank you, Your Honor. I guess at  
8 the outset, of course, we believe that we did comply  
9 with the Commission's order, the 28th supplemental  
10 order, paragraph 43. There the Commission stated that  
11 Qwest was required to file a memorandum with the  
12 Commission in this docket that specifies which of the  
13 FCC requirements Qwest has met for deploying remote DSL  
14 in Washington.

15 And I think the use of the word "memorandum" is  
16 maybe what has created an issue with WorldCom and AT&T.  
17 We were not required to file testimony, or formal  
18 additional evidence in this docket. Not that we  
19 couldn't have, we certainly could have.

20 But we did file a memorandum more in a  
21 narrative form just describing what we believed was the  
22 information the Commission was looking for.

23 This is an interesting and difficult and kind  
24 of technical area. Ms. Singer Nelson is right that  
25 there are no standards in existence for remote

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1 deployment of DSL, but there are standards in existence  
2 with regard to spectrum management for central office  
3 deployment of DSL. And that is the ANSI, A-N-S-I,  
4 American National Standards Institute, standard T1.417  
5 that we cite are plant and equipment and technology that  
6 we deploy with regard to central office based DSL and  
7 remote DSL comply with the standards established in that  
8 standard.

9 And since there are no standards that are more  
10 granular or specific with regard to remote deployment of  
11 DSL, that's all we really can determine compliance,  
12 that's the only standard we can use.

13 In WorldCom's pleadings, Exhibit 1675, on page  
14 2 they cite subsection 5.2 of that standard. And the  
15 indication at the last sentence there is that it is  
16 expected that issue 2 of this standard will address this  
17 topic, referring to remote deployment.

18 That issue 2 has not been issued yet, and is  
19 expected sometime later this year. So until there is a  
20 standard that is specific to remote deployment of DSL,  
21 all we can tell you is that we meet the standards to the  
22 extent they do apply for central office deployment of  
23 DSL.

24 Additionally, Qwest can represent to this  
25 Commission that it has been deploying its RADSL, or

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1 R-A-D-S-L, technology in Washington and other states for  
2 over a year and a half. It notified the FCC of this  
3 through an ex-parte filing a year and a half ago. And  
4 while we don't use that to claim the FCC or this  
5 Commission has approved the use of that technology,  
6 clearly it's not been a secret that that technology was  
7 employed and in use.

8           There are subgroups within the industry  
9 standards group. It's the T1-E1 subgroup that is  
10 working on developing the remote DSL standards. We're  
11 not there yet. But as I said, I think to reiterate, to  
12 the extent that standards do exist, we comply with them.

13           To the extent that there's a question of  
14 whether there has been interference, we think that our  
15 memorandum establishes that we have had the technology  
16 deployed for a year and a half, and there have not been  
17 any reports of any interference.

18           The fact that Qwest chose physical construct to  
19 the network to deploy it to minimize the chance for  
20 interference is, I think, not particularly relevant to  
21 the question of whether we meet the standard. The  
22 standard is, has it been deployed without significant  
23 degradation or problems?

24           If there had been problems or spectral  
25 interference issues, we think we would have heard about

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1     them.  Certainly we would have heard about them.  We  
2     haven't heard about them in the year and a half that the  
3     technology has been deployed.  So I think it is safe and  
4     fair to say that the technology has been successfully  
5     deployed.

6             And one question that I asked my network folks  
7     when we were walking through this -- because certainly I  
8     have no training as an engineer, and am not familiar  
9     with these issues unless I talk to the subject matter  
10    experts within the company -- but I asked about the  
11    testing that WorldCom is requesting be ordered.

12            We think that those types of testing, those  
13    types of standard developments are best left to the  
14    national bodies, the industry standards groups.  
15    However, we are inquiring as to whether there are any  
16    tests similar to or identical to what WorldCom proposes  
17    that are either being discussed or being planned or  
18    being scheduled, and to the extent that those are part  
19    of the national or the industry-wide effort, would  
20    participate in those.  I don't have an answer for you as  
21    we sit here today as to what the status of that is.

22            JUDGE RENDAHL:  So when you are talking about  
23    inquiring into the tests, you are not talking about  
24    inquiring into the tests that Qwest itself might  
25    perform, but that the industry standards body would be

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1 conducting?

2 MS. ANDERL: Yes. It was inquiring to the  
3 request for relief, really, in WorldCom's position or  
4 pleading. On page 3 they say that they would like Qwest  
5 to be required to test its remote DSLAMS.

6 JUDGE RENDAHL: And in your response, you are  
7 saying you have asked your folks to look into whether  
8 there are any tests planned, and that's having to do  
9 with the T1-E1 subgroup, rather than Qwest itself?

10 MS. ANDERL: Yes. And Qwest is a participant  
11 in that subgroup, but, yes, it is in connection with the  
12 national standards bodies, not something particular to  
13 Qwest.

14 JUDGE RENDAHL: Thank you. Are there any  
15 questions from the bench, or any responses from  
16 Ms. DeCook on this?

17 (No response.)

18 JUDGE RENDAHL: Or from Ms. Nelson?

19 MS. SINGER NELSON: Judge, if I may, I did want  
20 to add a couple of things.

21 The first point is that as I understand it, I  
22 talked to engineers at WorldCom that informed me that  
23 one of the concerns is this standard is very hotly  
24 contested. And the reason that it's so hotly contested  
25 is the specific issue of whether customers served out of

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1 the same binder group by different CLECs could put -- if  
2 Qwest DSLAM is not compatible with the CLEC's central  
3 office equipment, then the CLEC customers would be put  
4 out of service completely.

5 So our concern is that Qwest not be required to  
6 go to the Commission, and at least have the Commission  
7 monitor its deployment of remote DSLAMS in Washington so  
8 that the degradation does not occur, and our customers  
9 aren't put out of service.

10 Based on WorldCom's purchase of rhythms access,  
11 we hope to be providing DSL services in Washington and  
12 that is one of the services that is particularly  
13 degraded by the IROC deployment of remote DSLAMS.

14 JUDGE RENDAHL: So you are asking for Qwest to  
15 come in each time before it implements a remote DSLAM,  
16 come to the Commission and demonstrate that it won't be  
17 causing interference? Is that what you are asking?

18 MS. SINGER NELSON: I think that what we're  
19 asking for is a test of the equipment to see if Qwest's  
20 equipment is compatible with, for instance, WorldCom's  
21 equipment when the customers are served out of the same  
22 binder group.

23 JUDGE RENDAHL: Now, let me ask you, is testing  
24 of provisioning of service a part of WorldCom's  
25 interconnection agreement with Qwest? Is there any

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1 provision in there for testing prior to deployment?

2 MS. SINGER NELSON: I don't know off the top of  
3 my head.

4 JUDGE RENDAHL: Because I am wondering whether  
5 it's necessary to require it here, if that's an option  
6 that WorldCom already has under its interconnection  
7 agreement. However, I understand that this is Qwest  
8 deploying, rather than WorldCom.

9 But I guess maybe I would make that a Bench  
10 Request to Qwest and WorldCom, as to what is the nature  
11 of the interconnection agreement between the two parties  
12 concerning testing of provisioning.

13 (BENCH REQUEST 52.)

14 JUDGE RENDAHL: And that would be Bench  
15 Request, I believe, 52. Let me check.

16 Thank you, Ms. Singer Nelson. It would be  
17 Bench Request No. 52.

18 Ms. DeCook.

19 MS. DeCOOK: It struck me that this issue is  
20 very similar to the T1 issue that you already addressed  
21 in your order, the interference issue.

22 And there you pretty much said that Qwest may  
23 not put a T1 in a binder group where it's going to  
24 interfere with CLEC provisioning of service.

25 And it strikes me that this is a similar issue.

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1 And maybe at least one way to resolve it is that Qwest  
2 should not be allowed to deploy DSLAMS in the future  
3 that will interfere with the CLEC's ability to provision  
4 DSL when they are in the same binder group.

5 Because I think -- I mean, you have the  
6 problems that there are already DSLAMS that Qwest has  
7 installed that may already be interfering, but there's  
8 the future problem as well.

9 So I don't know if Ms. Singer Nelson has any  
10 insight on that, but it strikes me that may be at least  
11 a way from a policy standpoint to deal with future  
12 installations.

13 MS. SINGER NELSON: I would agree with  
14 Ms. DeCook's recommendation. And I was looking back at  
15 the 20th order, the initial decision relating to this  
16 issue. And at paragraph 118 and 119 you talk about the  
17 language that Qwest should place in the SGAT addressing  
18 these issues at least tangentially.

19 And you ordered that Qwest input the language  
20 that a CLEC has deployed any central -- a CLEC that has  
21 deployed any central office space xDSL service that  
22 meets the requirements set forth in sections 9.2.6.2 or  
23 9.2.6.3 shall be entitled to require Qwest to take  
24 appropriate measures to mitigate the demonstrable  
25 adverse effects on such service that arise from Qwest's



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1 use of repeaters or remotely deployed DSL service in  
2 that area.

3 And then you go on to discuss the T1 service  
4 that with a known disturber, and you order that Qwest  
5 must segregate such T1s within binder groups in a manner  
6 that minimizes interference.

7 So I think the argument that WorldCom is  
8 making, and the point that we're trying to make is that  
9 we need to even take your language -- your language  
10 takes one step toward minimizing the potential that  
11 interference will result. But we need to take it a step  
12 further, and implement some kind of process that  
13 requires Qwest to demonstrate that their deployment of  
14 remote DSLAMS does not degrade existing CLEC services.

15 Does that make sense?

16 JUDGE RENDAHL: Yes, it does.

17 Ms. Anderl, very briefly, and we will try to  
18 wrap this up.

19 MS. ANDERL: These are new proposals. They  
20 seem to go somewhat beyond what was ordered.

21 Ms. DeCook's request for relief, and Ms. Singer  
22 Nelson's recent request is far different from what these  
23 parties asked for in their pleadings.

24 And I think that because degradation of signals  
25 and spectrum compatibility issues are very technical,

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1 and are something that both parties have some control  
2 over, in other words, the technology selected by each  
3 party can influence the outcome of whether a signal is  
4 going to be degraded or whether there will be  
5 interference, that it is something that is best left to  
6 the standards groups, rather than the Commission trying  
7 to kind of fix these on a one-off basis as they are  
8 brought up by AT&T and WorldCom.

9 We're not advocating that we be permitted to do  
10 anything that would violate industry standards or cause  
11 interference in a way that would prohibit or interfere  
12 with a CLEC's deployment of central office based DSL if  
13 Qwest wants to deploy remote DSL. But I do think that  
14 the solutions proposed here don't really address that.

15 We are willing to continue to work with the  
16 CLECs in the industry forums on a one-off testing basis,  
17 if that's required or appropriate. And we think that to  
18 date, given the demonstrated absence of complaints about  
19 degradation, that we're where we need to be for now.

20 JUDGE RENDAHL: Thank you.

21 Is there anything from the bench on this?

22 (No response.)

23 JUDGE RENDAHL: While we were off the record  
24 earlier -- do the parties have anything further on this?  
25 I think we have wrapped this up.

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1 MS. ANDERL: The only thing, Your Honor, if we  
2 could be permitted, if we get any information with  
3 regard to the industry testing that might be ongoing or  
4 proposed, if we could provide that information as a  
5 subpart for Bench Request 52, we would be happy to do  
6 that.

7 JUDGE RENDAHL: Let's make it a separate Bench  
8 Request, to make it clear, because I think the  
9 information is different. So it would be Bench Request  
10 53, provide any -- as an ongoing request, any industry  
11 standards that are developed and agreed to on remote  
12 deployment of DSL.

13 (BENCH REQUEST 53.)

14 JUDGE RENDAHL: Moving on, the last issue we  
15 have is a discussion of Qwest's May 10 compliance  
16 filing. And the reason I am addressing it now is off  
17 the record I had a discussion with Ms. Anderl and  
18 Ms. DeCook, and it doesn't appear there are any issues  
19 that need to be discussed.

20 And maybe I will let Ms. DeCook briefly address  
21 that.

22 MS. DeCOOK: I just have two questions for  
23 Qwest on page 2 of the filing relating to 9.1 --

24 JUDGE RENDAHL: This is Exhibit 1668?

25 MS. ANDERL: I have it.

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1                   MS. DeCOOK:  -- relating to 9.1.2.1.5, page 6,  
2     that reference, you say this agreement is conditioned  
3     upon the Commission rejecting AT&T's proposed amendment  
4     which would add a requirement that Qwest disclose  
5     information on actual retail jobs.

6                   The question I had is --

7                   CHAIRWOMAN SHOWALTER:  Are we discussing this  
8     right now, because I'm interested -- let's go off the  
9     record for a minute.

10                  JUDGE RENDAHL:  Let's be off the record.

11                                 (Discussion off the record.)

12                                 (Lunch recess taken.)

13                  JUDGE RENDAHL:  Let's be on the record.  We're  
14     back on the record after our lunch break, and we're now  
15     turning to Exhibit 1668, which is Qwest's filing,  
16     essentially summarizing the agreements that were reached  
17     during the last hearing in April, and certain areas  
18     where Qwest is still working.

19                  And so Ms. DeCook, you had a few concerns about  
20     this filing?

21                  MS. DeCOOK:  Yes, Your Honor.  Ms. Anderl and I  
22     talked during the lunch hour about the statement that  
23     appears on line 18 through 20, on page 2.

24                  And as I understand Qwest's position here, they  
25     are willing -- it says that this agreement is

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1 conditioned on the Commission rejecting AT&T's proposed  
2 amendment.

3 Ms. Anderl indicates that what that means is  
4 that they're willing to enter in to provide the build  
5 policy under some protective agreement. And they are  
6 also, if the Commission orders them to adopt AT&T's  
7 language, in other words, they are also willing to  
8 provide that pursuant to some protective arrangement.  
9 But they wanted to determine whether that would be under  
10 section 516, which is the stricken language, or under  
11 some other form of confidentiality provision.

12 And I think where the parties are in agreement  
13 is irrespective of what the Commission orders, we're  
14 amenable to an appropriate protective agreement, or  
15 confidentiality agreement. There may be a dispute about  
16 the terms of that, but we aren't necessarily at opposite  
17 in terms of needing a confidentiality provision.

18 MS. ANDERL: And that's accurate.

19 MS. DeCOOK: And then the second --

20 JUDGE RENDAHL: Before you move on, so just  
21 to -- the language on the protective agreement or  
22 confidentiality agreement, is that something the parties  
23 intend to work on further, or are you asking the  
24 Commission to put language in for you?

25 MS. DeCOOK: I think what -- at least AT&T's

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1 position is that we're amenable to the language that  
2 says that the parties will negotiate an appropriate  
3 confidentiality provision if the Commission orders  
4 AT&T's language on the substance of what needs to be  
5 produced. And I think that's Qwest's position as well.

6 JUDGE RENDAHL: Is that correct?

7 MS. ANDERL: And all I was trying to express  
8 there was that we did not want to be required to provide  
9 information with regard to the actual builds. And if we  
10 were so required, we may need to take another look at  
11 it. We may want to reference the confidentiality  
12 provisions in section 5.16.

13 Because that's a more comprehensive  
14 confidentiality section, and it may be that we don't  
15 need to negotiate something specific.

16 JUDGE RENDAHL: Is that acceptable,  
17 Ms. DeCook?

18 MS. DeCOOK: I don't have any objection to  
19 examining 5.16, and then the parties state their  
20 positions on that. I am not prepared to state a  
21 position on 5.16 right now.

22 JUDGE RENDAHL: Right. Understanding this is a  
23 hypothetical, depending on what the Commission decides  
24 on the actual build language.

25 MS. DeCOOK: Right.

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1                   JUDGE RENDAHL: Let's leave it at that  
2 at this point.

3                   Are there any other questions on that issue?

4   (No response.)

5                   JUDGE RENDAHL: The next issue?

6                   MS. DeCOOK: The next issue is somewhat related  
7 to that section, plus on page 3, paragraph lines 17, 18,  
8 this relate to the obligation to build language that  
9 AT&T proposed that was discussed last hearing.

10                   And it was my recollection that Chairwoman  
11 Showalter asked Ms. Anderl what Qwest's concerns were  
12 with AT&T's language specifically. And Ms. Anderl  
13 indicated that she would get back, report back on that  
14 to the Commission.

15                   So I am just unclear as to whether this is  
16 Qwest's report, or is there something else forthcoming  
17 more specific?

18                   JUDGE RENDAHL: I recall a Bench Request on  
19 build policy in terms of what the build policy is and  
20 what form it takes. But I am not -- I am not  
21 remembering anything else on that. I am wondering  
22 whether you remember your discussion on that point?

23                   MS. DeCOOK: This was in conjunction with the  
24 language that we had proposed right before the last  
25 hearing.

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1           JUDGE RENDAHL: Do you have an exhibit number,  
2 or something that might reference that?

3           Let's be off the record while we locate this.

4                           (Discussion off the record.)

5           JUDGE RENDAHL: Let's be back on the record.  
6 While we were off the record we were looking back to see  
7 what the status of this issue on page 3 of Exhibit 1668  
8 referencing SGAT section 9.1.2.1.3.2, and I think this  
9 is really an issue that has now been keyed up for  
10 Commission decision based on AT&T's proposed language  
11 and Qwest's proposed language, and we will take a look  
12 at that issue.

13           And Ms. DeCook, you had another question?

14           MS. DeCOOK: The last question I had related to  
15 AT&T's Exhibit 1672. And Qwest indicated that it would  
16 clarify its reference to terminals, and would get back  
17 to the parties and the Commission on Qwest's position on  
18 some of the redlining that was in AT&T's proposal.

19           And I just wonder, is there a date by which  
20 they will do that? Is there a compliance filing that  
21 has to be done?

22           JUDGE RENDAHL: The next compliance filing  
23 would be for the June hearing. And I guess that would  
24 be the best time for AT&T and Qwest and Covad --  
25 although Ms. Doberneck is not on the line, but I am



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1 assuming you might relay this to her -- to make sure you  
2 finalize the language or simply indicate to us that it's  
3 a dispute that needs to be resolved.

4 MS. DeCOOK: Thank you. We will do that.

5 CHAIRWOMAN SHOWALTER: What date was that?

6 JUDGE RENDAHL: Our schedule at this point --  
7 if I can find my schedule -- the filing date for  
8 compliance for the SGAT for the June hearing is May  
9 28th. And there's a response date for the parties on  
10 June 3rd -- actually those dates are in a prehearing  
11 conference order that is being -- it was not actually  
12 entered yesterday. It is being entered and faxed to the  
13 parties today. So for your purposes, tracking back in  
14 the office, it will be there waiting for you.

15 Are there any other questions? So all of the  
16 other matters in that May 10th compliance filing Exhibit  
17 1668, AT&T has no concerns with the agreements that are  
18 reached and the language attached?

19 MS. DeCOOK: I think the filing accurately  
20 reflects the status of the various issues addressed.

21 There is some -- I think there's maybe one or  
22 two where we're still in discussions, and we will be  
23 filing something with the Commission.

24 JUDGE RENDAHL: Thank you. Is there anything  
25 further from the bench on these issues?

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(No response.)

JUDGE RENDAHL: Well, I believe we're adjourned  
for the afternoon, and we will figure out what to do  
about the June hearings depending on what we hear. So  
thank you all.

We will be off the record.

MS. DeCOOK: Thank you.

MS. ANDERL: Thank you.

ENDING TIME: 1:55 P.M.