

WCU-17

DOC 102

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Billing (Connectivity Billing) Team.
- b. Notes of every meeting involving Qwest and the Billing (Connectivity Billing) Team.
- c. The number of hours spent (to date) by the Billing (Connectivity Billing) Team providing services to Qwest.
- d. A description of the work performed by the Billing (Connectivity Billing) Team.
- e. Any written document describing the work to be performed by the Billing (Connectivity Billing) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established a Billing Connectivity Team based on work productivity and staffing availability. This response is continuing and Qwest will supplement it as information becomes available.

Respondent: Tina Colvin

State Of Minnesota
 Department of Commerce
 INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

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Date Requested: 03/22/2002

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REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Collocation Team.
- b. Notes of every meeting involving Qwest and the Collocation Team.
- c. The number of hours spent (to date) by the Collocation Team providing services to Qwest.
- d. A description of the work performed by the Collocation Team.
- e. Any written document describing the work to be performed by the Collocation Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. Notwithstanding and without waiving the objection Qwest states:

- a. Qwest implemented a new policy of providing APOT within 24 hours of completion; educated Eschelon on Qwest's policies of responding to 2 options listed on applications and/or working with SICM to develop alternatives, of new collocation relinquishing policy and of existing CLEC to CLEC collocations. Explained how orders in batches of 10 or more will be staggered over seven days as a means of prioritization. Assigned a collocation project manager. Investigated how to rectify odd lots of APOT, developed process to fill in the gaps.
- b. See Trade Secret Attachment A.
- c. 4-5 meetings lasting 1-2 hours each for committee members. Unquantified hours for product people that internally worked issues and for the collocation project manager.
- d. Team identified issues, discussed procedures and policies, formulated action plans and agreed on steps to resolution. Issues addressed: Augmentation timelines, alternatives when applications are rejected, collocation relinquishing policy, CLEC to CLEC collocations, prioritizing collocation applications, project management, and Mpls APOT that is in less than 100 count increments.
- e. No written documentation has been retained.

This response is continuing and Qwest will supplement it as information becomes available.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota Department of Commerce Against Qwest Corporation

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

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to Qwest's Response to DOC Information Request No. 103:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 103 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 103 should be protected from public disclosure.

Minutes of Eschelon/Qwest Meeting on January 26, 2001

Invitees/Attendees:

[Trade Secret Data Begins

Eschelon:

- Karen Clauson, Director of Interconnection
- David Kunde, Executive Vice President
Operations and Engineering
- Jeff Oxley, Vice President and General
Counsel
- Lynne Powers, Vice President Provisioning
and Repair
- Richard A. Smith, President & COO

Qwest:

- Cathy Augustson, Service Delivery Process
- Becky Boyd, Network
- Bill Campbell, Product Management
- Diane Diebel, Network
- Christie Doherty, Service Delivery
- Jasmin Espy, Product Management
- Dana Filip, Service Delivery
- Tiffany Hale, Network
- Arturo Ibarra, Custom Solutions
- Steve Kast, Interconnect Service Center
- Mike Marshall, Service Delivery Process
- Audrey McKenney, Wholesale Business
Development
- Freddie Pennington, Product Management
- Linda Pike, Wholesale Billing
- Kathy Rein, Interconnect Wholesale Service
Center
- Judy Rixe, Account Management
- Kevin Saville, Account Management
- Wayne Spohn, Custom Solutions
- Penny Spurgeon, Wholesale Billing
- Marian Wilcox, Information Technologies
- Kandy Williams, Network

I. Initial Remarks

A. Qwest Expectations for Meeting (Filip):

- 1) Discuss Eschelon's prioritized list of service quality issues and explain how organizational and other changes underway at Qwest are expected to respond to those issues.
- 2) Identify gaps in coverage of service quality issues; decide next steps.
- 3) Discuss UNE-E agreement issues.

B. Eschelon Expectations for Meeting (Smith):

- 1) Eschelon has performed as agreed upon: no opposition in 271 proceedings, no filing of complaints, payment in full of resale bill. Qwest has not followed through in implementing UNE-E agreement. Qwest's service quality has not improved.

- 2) Service quality is unacceptable. We need to decide on a process for resolving service issues. Recommend using Eschelon/Qwest teams rather than funneling all communication through account team. Establish monthly report card review. Eschelon will relinquish MN DMOQs (financial remedies) in exchange for service quality billing adjustments based on report card in all states.

We are to resolve UNE-E economic issues within 10 days: resale bill credits, access revenue for October, number of lines in base, whether EAS is included in recurring rate, nonrecurring charge for new UNE-E lines, AZ UNE-L coordinated cut charge, treatment of base, ordering of new lines.¹

Qwest will provide credit on resale bills for October and November next week or will wire money. Qwest will cooperate in resolving October access dispute and tell Eschelon its count of lines in Eschelon's base next week. Qwest will consider report card proposal and billing adjustment proposal. Qwest is moving functions. Dana Filip has all service/process issues. Teams are in place to fix service issues. McKenney and Smith will resolve AZ UNE-L coordinated cut charge off-line. (McKenney)

Christie Doherty and Wayne Spohn are in Dana Filip's organization. They are responsible for all service, escalations and project management. They are building "Centers of Excellence" for collocation processing, project management, and other areas. After restructuring is complete, Qwest will provide Eschelon with escalation lists. There will be clear lines of responsibility and accountability. Restructuring begins in mid-February. The expectation is that service centers will be realigned by June (with the roll-out beginning March 1). (Filip)

Eschelon will have an integrated (virtual) service center. Toni Dubuque will handle all types of service center work for Eschelon, irrespective of where that work is actually performed. (Doherty) Pat Levene and Bill Fellman will be in Dubuque's group. (Saville)

II. Discussion of Service Quality Issues

A. UNE-L Cuts.

1. Eschelon's Measurements Show 85% of Qwest UNE-L Cuts in January Were of Unsatisfactory Quality.

Eschelon regards Qwest's performance on UNE-L cuts as unsatisfactory - 85% of cuts in January were of unacceptable quality. (See attached handouts.) Cutover trial resulted in average time per loop cut being substantially less for trial centers than other centers. (13.85 versus 22.13 minutes.) Still, both measures are far from meeting the standard (5 minutes). Eschelon measures cut from the time testers are in contact until CO tech reports cut is complete or TAC determines cut is complete. Eschelon has TAC on site for each cut. January was a light month for cutovers. Eschelon seeks to perform 4,000 UNE-L cuts per month plus migrations but cannot do it at this

¹ In addition, Eschelon has asked Qwest a series of questions about DSL pricing that need to be addressed.

level of service. Qwest performance cripples Eschelon migration and loop cut efforts. Other ILECs manage better performance - 98% without problems, no need for CLEC presence at customer site.

2. Eschelon's Suggested Service Improvements.

The process used in loop cut trial works; problem is that Qwest does not always follow the process. Eschelon believes line by line procedure is best because, if there is a problem with a line, the others still work and the customer remains in service. (Kunde)

Qwest should not pull techs away from cuts to do repairs. Techs leave work unfinished and put Eschelon customers out of service. Qwest should have separate repair and cutover resources. Qwest should also consider the Frame Due Time approach being implemented by other RBOCs. (Kunde)

Eschelon requests UNE-L orders be sent to RID system to determine if line IPG before Qwest sends FOC. Eschelon wants notice of IPG 48 hours in advance of cut. (Kunde)

Eschelon observes that MPAC is frequently down without notice and with no indication of when it will come back up. Qwest needs to keep CLECs better informed. (Powers)

Eschelon believes there are resource issues in Qwest COs in OR, WA, MN, AZ, and UT. (Powers)

3. Qwest Responses.

Cutover trial will end in a couple of weeks. Qwest will need to review results to determine whether Qwest is prepared to agree to extend trial on a permanent basis. (Saville)

Qwest has a team working on IPG. Team is considering 48-hour notice, examining service order process. There will be a conference call on January 31 with Qwest wholesale and network reps. Qwest hopes to have a response on what its improvement plan is after the call on the 31st. (Augustson)

Qwest agrees that rewiring is part of cut process and that it does speed the lift and lay. Qwest needs to analyze why the Design Verified Assign (DVA) is not being completed. Williams and Saville will analyze Eschelon orders involving rewiring failures. (Augustson/Williams)

Qwest will look at the Frame Due Time approach.

Qwest explained it is in the process of backfilling vacancies caused by retirees, but significant training is required. Qwest has increased staffing at Bellevue CO and elsewhere. Repair is highest priority - provisioning resources do get moved to repair because it is important that customers don't go out of service. Qwest indicated that it would be helpful if Qwest had better capability to control scheduling, and it is working on an appointment scheduler (but that scheduler will not be available through IMA). Qwest did not have a date by which the

appointment scheduler would be available. Qwest COs will also try to do a better job of letting Des Moines know when they are busy. (Williams) Doherty will provide to Eschelon a readout of what the Qwest team is doing and its timeline. Responsibility for cutover improvement belongs to Dara Filip.

4. Qwest Proposal.

Qwest wants Eschelon to use UNE-E in wire centers that have a lot of IPG. (McKenney)

Eschelon does not regard that as a solution. Eschelon does not want to strand investment in collocations. Usually IPG difficulties can be worked around with advance notice. Jeff Thompson of Qwest has stated that having orders go through RID would help. Qwest also indicated in C CMP that Qwest is evaluating methods for unbundling IPG, and Eschelon has asked to remain apprised of any progress. (Kunde/Powers)

B. Repair

Eschelon presented repair data for unbundled loops and T-1s. Qwest repair performance was unsatisfactory in December and January. Translation repairs were particularly time-consuming - mean time for repair 44.8 hours in December and 31.7 hours in January. Three-fourths of Eschelon lines are in Minnesota, so more problems are observed in Minnesota. (Powers)

Qwest requested trouble ticket numbers. (Diebel) Powers will provide. Responsibility for improving repair belongs to Filip.

C. Network - LIS Trunking.

Eschelon presented data showing 31% of LIS trunking orders were held across our six markets, even though Eschelon provided advance forecasts to Qwest. This is unsatisfactory. Eschelon said Qwest did not engage in adequate cooperative planning for LIS trunking. Eschelon stated that Denver would be the site of its next switch coming on-line. (Powers)

Qwest will undertake joint planning for Denver LIS trunking (and network planning generally) with Eschelon. Wayne Spohn is responsible.

D. Network - T-1s.

Eschelon presented data from February, 2000 through January 23, 2001 showing 45 percent of all T-1 orders were either held or were provisioned with defective loops. This is unsatisfactory. (Powers) Eschelon will provide T-1 information. (Kunde) Since February of 2000, Eschelon has repeatedly asked Qwest to provide a written policy on held orders.

E. Held Order Policy

Qwest previously promised a written policy statement by January 31. However, that will be delayed. No firm date was given but end of February was suggested. (McKenney) Qwest stated

that it will not build new facilities for wholesale. Eschelon must escalate issue with Qwest. (McKenney)

F. Resale - Day of Cut Issues.

Eschelon states that while CENTREX conversions are managed, 1FB conversions are not. Eschelon experiences substantial feature problems with 1FB conversions and spends significant time resolving them. Eschelon finds the escalation process in Denver extremely unsatisfactory. Qwest prevents Eschelon from creating repair tickets on these lines until 72 hours after cut. Eschelon requested a 72-hour hold for 1FB lines, similar to that for Centrex lines. (Powers)

Qwest indicated that it had not seen a need for a 72-hour hold from other CLECs. Qwest stated that it was not having the problem with the Denver Center with other CLECs (Powers disagreed). Qwest will provide a service management escalation list for 7 x 24 coverage. Qwest also agreed to have Terry Simmons talk with Eschelon about the Denver Center issues. (Doherty)

G. Account Team.

1. Collocation Project Manager.

Eschelon has entered into portions of Rhythms amendment to get augments done in 30 days. However, that process applies only after a time lag, and the forecasting requirements are often onerous. Some current augments are subject to the previous process, which is very lengthy. Eschelon requests project manager from Qwest to work until approximately June to move augments along as dictated by common sense. (Clauson) Eschelon is willing to pay for project management resource. (Smith) McLeod has had collocation project management from Qwest. (Powers)

Qwest believes its new center for collocation excellence will help. (Filip) Becky Boyd will be meeting with Eschelon people on February 2 to discuss. Qwest will get back to Eschelon on request for project manager. (McKenney)

2. DSL Manager.

Eschelon is planning on rolling out Qwest DSL product on March 1. Eschelon is seeking training on products, how to track down problems, and reporting. Eschelon requests a DSL project manager. Currently, Covad provides one full-time and two half-time representatives to support DSL. (Powers, Clauson)

Qwest will respond to Eschelon's needs. (McKenney) A meeting is scheduled on Tuesday to discuss DSL issues. (Saville)

3. Billing/Pricing Manager.

Eschelon needs a Qwest resource for resolving billing and pricing issues expeditiously. Eschelon wants to resolve issues on a monthly basis. Qwest resource should have authority to resolve issues. (Powers)

Qwest resource for this are Arturo Ibarra, Freddie Pennington, and someone from Christie Doherty's group after initial UNE-E issues are resolved by McKenney / Smith. (McKenney)

H. UNE-E issues.

Eschelon requests a presentation on pricing. Eschelon is concerned about what line USOCs in its base will be billed at UNE-E rates. Eschelon expects all but a very few lines in its base will be billed at UNE-I rates. Eschelon will provide to Qwest the list of line USOCs that Qwest previously indicated it would include in the line count, which appears to be too limited to cover all lines. (Clauson/Smith)

Qwest will resolve issue of base line count and other UNE-E economic issues in 10 days. (McKenney)

I. Report Card.

Eschelon will produce monthly report card for Qwest for each state. January report card will be provided to Qwest on or before February 22. (Powers) Eschelon believes Qwest's commission approved prices are for high quality wholesale service. When Eschelon receives unsatisfactory service, it is not getting what it is paying for. Eschelon wants bill adjustments for poor service in each state. If Qwest agrees to this, Eschelon will relinquish Minnesota DMOQs. (Smith)

Qwest will review report card. Qwest will consider Eschelon's proposal. (McKenney)

Smith and Filip will meet during the last week of February to discuss the report card.

SLIP SHEET

Opportunities/Issues: Qwest Collocations

DOCKET NO. P421-DI-01-S14
 DOCID: 189
 ATTACHMENT

Eschelon Implementation Team Members - Collocation			
Paul Hanser	Director Switch Engineering and SS7 (Primary Contact)	612-436-6405	phanser@eschelon.com
Dennis Ahlers	Senior Attorney	612-436-6249	ddahlers@eschelon.com
Dave Kunde	Executive Vice President of Operations and Engineering	612-436-6691	dkunde@eschelon.com
Salish Tiwari	Vice President of Engineering and Network Implementation	612-436-6669	sctiwari@eschelon.com
Rene Lerma	Collocation Engineer	612-436-6403	rjerma@eschelon.com
Garth Morrisette	Manager of Regulatory Affairs	612-436-6223	gimmorrisette@eschelon.com
Ellen Gavin	Outside Counsel	612-866-7876	egavin@pro-ns.net

Qwest Implementation Team Members - Collocation			
Judy Rixe	Account Manager	612-663-5208	jrix@uswest.com
Bill Fellman		612-663-1743	wfellma@uswest.com
Becky Boyd			
TBD			
TBD			

Date: 1/24/01

Events/Activities:

- 12/00: Paul Hanser and Rene Lerma met with Bill Fellman and identified collocation issues that need to be resolved.
- 1/12/01: Eschelon provided to Dana Filip, Sr. VP, of Qwest Wholesale Quality of Service Operations, a list of Priority Quality of Service Issues, including decreasing the augmentation process from application to buildout, providing project management support for collocation, and expediting the backlog of pending collocation requests.
- 1/16/01: Eschelon asked Qwest to inquire internally as to dates of availability for a joint collocation meeting.

Last Updated - 01/25/01 at 12:40 PM by Karin Allers

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Opportunities/Issues

Priority #	Objective	Opportunity/Issue	Recommendation/Proposal	Next Steps/Action Items [With Owner & Due Date] or Resolution & Date Resolved
High	1 To increase efficiency by decreasing the augmentation process time interval from collocation application to build-out.	<ul style="list-style-type: none"> Need shorter timelines for augmentation applications. Need shorter augmentation timelines for the collocation build-outs. <p>Eschelon has submitted applications for build-outs of physical collocations and for Augments such as single DS3s. The current Build-out for any APOI Augment is 90 Days; similar to the Build-Out period of a 10'X10' Colo cage with power/associated APOI. In all Markets save for Salt Lake City, the interval for all Build-outs remains 90 days. Salt Lake City constructs all requests within 45 days. Eschelon requests the same interval for all existing and future markets.</p>	<ul style="list-style-type: none"> Deliver quotations to Eschelon when completed. Do not wait until the activity shows up on the project schedule; before providing. Provide deliverable within 30 days if infrastructure is available. Establish procedure for obtaining 3rd party space (caged or cageless) when it is returned to Qwest. Provide space options when requested infrastructure is not available. Recommend adjacent space, smaller foot print, etc.... Incorporate build intervals associated with the scope of work required to fulfill Eschelon's request. (i.e. provide a single DS3 = 30 days; build a 10'X10' cage = 45 Days etc.) 	<p>Eschelon identified this issue to Dana Filip on 1/12/01.</p> <p>To be discussed at meeting scheduled to take place on 2/2/01.</p>

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		<ul style="list-style-type: none"> Eschelon has been unable to obtain timely, knowledgeable assistance from Qwest concerning various collocation issues. A Qwest collocation project manager who is familiar with all of Qwest's current collocation processes and functions and with Eschelon's network and needs would increase the efficiency of the collocation process for both companies. An example of a problem that recently arose due to the lack of a dedicated Qwest collocation project manager is: Collocation payments are issued via wire transfer and rarely communicated to Qwest's billing agency. The result is multiple billing and inaccurate records of what has been paid and what is due for payment. Two collocations, Vancouver Orchard and Portland Cherry were both paid via Wire Transfer to Eschelon's Account Rep, Judy Rixe. The payments were issued on 11/7/00 and 1/5/01 respectively, however Qwest indicated that payment was never received for either collocation. Consequently, circuit orders were cancelled until Qwest could verify that payment was, in fact, received on the dates mentioned above. 	<ul style="list-style-type: none"> Establish a Minneapolis based Qwest Project Manager to support Eschelon in all states on collocation issues. This Project Manager would: Coordinate on-going issues, project status, forecasting and opportunities; Conduct reviews and communicate Qwest process and organizational functions; Assist Eschelon in creating space applications when Qwest processes change and in establishing project priorities; Establish a Qwest owner of our collocation opportunities and issues. 	<p>Eschelon identified this issue to Dana Filip on 1/12/01.</p> <p>Payment issues have now been resolved concerning the two collocations mentioned and Bill Fellman is identifying the most efficient means of relaying payment information to Qwest's Billing Agency. Awaiting proposal/remedy from Qwest concerning this particular problem.</p> <p>This issue and Eschelon's proposed recommendation to be discussed at meeting scheduled to take place on 2/2/01.</p>
High	2	<p>To improve communication between companies and ensure that Qwest provides timely, knowledgeable assistance to Eschelon in establishing and augmenting collocations.</p>		

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High	3	<p>To simplify interconnection between CLECs in order to minimize the timeline to provide service to customers.</p>	<ul style="list-style-type: none"> Under the New Collocation Application (Version 6.0) the CLEC to CLEC portion of the application no longer exists. Although Qwest allows for CLEC to CLEC interconnection within its Central Offices, there is no formal procedure for applying to other providers. 	<ul style="list-style-type: none"> Reestablish an application process that includes the CLEC to CLEC option. Minimize application timeline to determine cable routes - 30 days is recommended. 	<p>Paul Hanser and Rene Lerma identified issues with Bill Fellman during December meeting.</p> <p>To be discussed at meeting scheduled to take place on 2/2/01.</p>
High	4	<p>Reduce Qwest's project management expense and timelines by reducing the application and build-out timelines.</p>	<ul style="list-style-type: none"> Application and build out timelines are longer than necessary. 	<ul style="list-style-type: none"> Offer an on-line infrastructure reservation and ordering process to Eschelon. Allow Eschelon the ability to reserve and order power, APOT, space and other collocation infrastructure on-line. Allow Eschelon the ability to gain application or build-out status in near real time. 	<p>To be discussed at meeting scheduled to take place on 2/2/01.</p>

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High	5	<p>Reduce cost, improve quality and reduce timelines by streamlining and correcting existing process issues.</p>	<ul style="list-style-type: none"> • Some Qwest collocation processes are costly, inefficient and/or cause service delays. 	<ul style="list-style-type: none"> • Decrease initial collocation application and build-out timeline to a maximum of 90 days. • Assign APOT to existing DSO cabling in Minnesota market. • Provide immediate repair assistance on cable wiring issues. • Add option on application for Qwest or Eschelon to run ICDF jumpers. • Provide standard labeling of cables across all states (i.e. PST05 12 1-100, 101-200). • Allow Eschelon to recoup cost from inaccurate cable lengths. • Provide power cabling and APOT specification 30 days before 100% payment 	<p>Paul Hanser and Rene Lerma identified issues with Bill Fellman during December meeting.</p> <p>To be discussed at meeting scheduled to take place on 2/2/01.</p>
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CONTAINS TRADE SECRET DATA

High	6	To determine acceptable standards for collocation provisioning to ensure reliable quality service.	<ul style="list-style-type: none"> Eschelon and Qwest should agree on acceptable standards for collocation provisioning by creating and tracking measurements for due date intervals, number of missed due dates, held order percentages, repair time percentages, etc. Setting such benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve DSL service within both organizations. 	<ul style="list-style-type: none"> Eschelon and Qwest to agree to create and track such measurements. For all intervals/measures, a structure or process, such as incentives, needs to be established to increase the likelihood that the interval will be met and compensate Eschelon when it is not met. 	To be discussed at meeting scheduled to take place on 2/2/01.
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NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

State Of Minnesota
 Department of Commerce
 INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Cutover (Loop Cutovers/Hotcuts) Team.
- b. Notes of every meeting involving Qwest and the Cutover (Loop Cutovers/Hotcuts) Team.
- c. The number of hours spent (to date) by the Cutover (Loop Cutovers/Hotcuts) Team providing services to Qwest.
- d. A description of the work performed by the Cutover (Loop Cutovers/Hotcuts) Team.
- e. Any written document describing the work to be performed by the Cutover (Loop Cutovers/Hotcuts) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

- a. Qwest and Eschelon performed a cutover trial, which resulted in the creation of the cutover center in Omaha. That center is known as the Qccc. The Qccc handles all coordinated cuts, which are orders that have a specified time during which the order must be worked.
- b. Qwest has no notes from the meeting with Eschelon in regards to the cutovers.
- c. Qwest had weekly 1 hour meeting with Eschelon during the trial which lasted about 8 weeks. Qwest continues, even today, to have meetings with Eschelon and the Qccc every other week lasting 1 hour each.
- d. The team discussed the orders that were to be cut, and out of which Central office so Qwest could have central office techs available for those cuts. The team discussed any problems that occurred during the cut and discussed how to solve those problems. The team started the 48 hour dial tone check because of those meetings. The team made the testers notes much better and more specific because of those meetings so that if and when a problem does occur Qwest can find out why it happened and what/or who is the responsible party. The Qccc does random checks on the orders today to make sure that process is being followed.
- e. See Trade Secret Attachment A.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota Department of Commerce Against Qwest Corporation

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

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to Qwest's Response to DOC Information Request No. 104:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 104 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 104 should be protected from public disclosure.

[Trade Secret Data Begins

MINNESOTA
DOCKET NO. 142100-02-197
DOC 02-104
ATTACHMENT A



"Pete Vielhaber" <pvielha@uswest.com> on 10/04/2000 06:48:25 AM

Please respond to pvielha@uswest.com

To: Phil Skinner/COMPLEX/USWEST/US@USWEST, gshypul@uswest.com, "Toye, Denise" <dtoye@uswest.com>, "Newman, Janet" <jnewma@uswest.com>
cc: dtombis@uswest.com, jrix@uswest.com, Ray Burton/COMPLEX/USWEST/US@USWEST, caugust@uswest.com, Mary Madill/COMPLEX/USWEST/US@USWEST, "Leech, Debora" <dleech@uswest.com>, "Ellison, Pamela" <pelliso@uswest.com>, "Kline, Rosemary" <rikline@uswest.com>, "Saulters, Michelle" <magilli@uswest.com>
Subject Disc In Error

Phil- Please have your testers follow the proposed change below.
Deni- Process change?
Janet- Please get this to our testers.

Jerry- Talked to some of my testers and the local RCMAC last night about the issue concerning the 11:00pm "auto-disconnect" on Eschelon's (and other CLECS) orders. We've discovered that many times when we call RCMAC and ask for the D-Order to be held, the RCMAC only puts a hold on the "combo order". This seems to correlate with many of the orders that have been disconnected in error.

Beginning immediately, we will request RCMAC to put a hold on both the Combo Order and the D-Order. Maybe Dawn can help with process and compliance on the RCMAC side. Of course, we will continue to contact the "Call Handler" to get the dates moved out on all the orders.

Pete Vielhaber
(515) 286-5645

 -att1.htm

begin:vcard
n:Vielhaber;Pete
tel;pager:(515) 286-2709
tel;fax:(515) 241-1393

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

SLIP SHEET

1954-1955

Eschelon Minneapolis Trial Proposal

MINNESOTA
DOCKET NO. P421C-02-197,
DOC 02-104
ATTACHMENT

Problem Statement:

Eschelon (CLEC) has concerns with Qwest's current performance on coordinated cuts for UBL orders. Their areas of concern are:

- Qwest Cut activity on day of cut is taking an excessive amount of time to completion and their end user is out of service during this entire time.
- Cut problems include issues such as:
 - Facility and Eschelon dial tone issues discovered because proper pre/post ANI was not performed.
 - Jumpers not pre-wired and this is adding to end user downtime.
 - RCMAC disconnect order being worked prematurely.

Objective:

Joint trial in (Eschelon to provide two central offices from the following areas; Portland, Seattle or Minneapolis-St. Paul area) to Improve UBL Coordinated Cut Process

Scope:

- Trial to be conducted in two (2) central offices in either Portland, Seattle or the Minneapolis-St. Paul area.
- Trial period would be for 60 days.
- Tentative starting date is Monday Nov. 13, 2000. Trial would go through to January 13, 2001. The starting point would be any orders with coordinated cuts scheduled for November 13th and continue on through January 13th.

Process Tasks:

- Qwest would request Eschelon to "stagger" the coordinated cut times if multiple cuts on the same day at the trial central offices on the upfront LSRs received from Eschelon.

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- Eschelon will also make sure telephone numbers have been prep'd for number portability within 12 hours of receipt of FOC.
- On the DVA date, which is 48 hours before Due Date, the central office technicians will do the pre-wire work and do an ANI on the QWEST cable pair. Any facility issues uncovered at this time will follow normal problem solving process including an immediate call to the Des Moines Test Center to alert Eschelon of the facility issue and if the coordinated cut date is in jeopardy.
- On the Due Date, at the commitment time, the implementer will contact Eschelon to verify that the cut is still on. The implementer will establish the open line between the central office technician and Eschelon. The central office technician will stay on the line with Eschelon, unless both parties agree to the cut method.
- Eschelon will identify which cuts need to be done Line-By-Line and which ones can be grouped.
- Qwest would request if the group of cuts involve a total of 10 or less, the central office will keep the line open with Eschelon, if cut is larger than 10, the central office would go do the cut and call the Implementer and Eschelon back upon completion. All line-by-line cuts would be done with the open line between Eschelon, central office technician and the implementer.
- For the actual "lift and lay" cut, the central office technician would perform the cut, check for Eschelon dial tone and perform an Eschelon ANI (dial 711).
- The central office technician will come back to the line and then Eschelon will do their tests, port the telephone number and accept the service. What time frame are we working on here for Eschelon to accept service? Can we establish a target time? This will help determine if central office tech needs to stay on line.
- Upon completion of the cut, the Implementer will then contact the RCMAC to work the disconnect order.
- The central office technician will remove the old jumpers without interrupting the new UBL service.
- Any jeopardy condition encountered during the cut will have all parties attempting to resolve while on the open line. If the jeopardy condition cannot be resolved in a reasonable time period, the cut will be ended and any service restored to previous state.

-
- RCMAC will be contacted to make sure the disconnect order is not worked prematurely until jeopardy condition is resolved and/or new due date established.
 - If a problem is discovered by Eschelon within 24 hours of the cut, Eschelon will contact the Implementer involved with the cut.

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SLIP SHEET

Eschelon Telecom
Coordinated Cutovers of Unbundled Loops With LNP

I. Issues and Recommendation

Eschelon Telecom has raised numerous quality, timeliness and staff resource issues associated with Qwest unbundled loop conversions. Under the terms of the business-to-business deal with Eschelon, these issues will be escalated to Greg Casey, Executive Vice President Wholesale and ultimately Joe Nacchio, CEO (in 10 business days) if Qwest does not provide a substantive plan to resolve Eschelon's concerns on Tuesday, February 27, 2001. The team¹ addressing Eschelon's loop conversion issues recommends that Qwest negotiate and implement a project plan with Eschelon to convert resold/UNE platform lines in mass on a Central Office by Central Office basis.

II. Background

- Since Eschelon started turning up their facility-based network in early 2000 they have consistently reported that conversion of unbundled loops to their network has been a chronic problem both in terms of quality and timeliness of work completed.
- Since 3/00 Eschelon and Qwest has had *weekly* joint calls to address cutover issues.² These calls have been effective in resolving specific issues on specific orders and have also identified some process gaps. These weekly meetings have, however, done little to address Eschelon's concerns regarding coordinated cutovers.
- Eschelon has averaged approximately 2000 coordinated loop conversions per month. By end of year 2000, Eschelon had 17,580 loops installed on their own local switching facilities.
- January 2001 - Eschelon identifies objective for installation of unbundled loops onto their own local switching facilities. Eschelon estimates conversion of 21,179 lines from existing base of resold lines and 62,755 newly acquired lines.
- 1/31/01 Eschelon submitted an Unbundled Loop forecast indicating an intent to convert in excess of 83,000 lines in 2001:

<u>Summary by State:</u>	<u># of Loops</u>
Arizona	18,676
Colorado	3,754
Minnesota	14,208
Oregon	19,782
Utah	9,478
Washington	18,036
Total Loops	83,934

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¹ Team includes Kevin Saville, Ken Beck, Lori Weaver, Jerry Shypulski, Cathy Augustson, Janet Newman (for Deb Leech), Denise Toye (for Diane Diebel), Pat Levene and Judy Rixe.

² Qwest has participation from: account team (Judy Rixe and Pat Levene), Test and Turn-Up (Pete Vielhaber, Phil Skinner), Central Office (Lori Weaver), Denver Interconnect (Stephanie Skarbeck), Duluth Order Writing (Kerry Lapcinski) and unbundled process (Cathy Augustson).

II. Cutover Trial

As part of November 2000 business-to-business deal negotiated with Eschelon, Qwest agreed to conduct six-week loop cutover trial with Eschelon. Jerry Shypulski worked with Eschelon to develop a trial conversion process customized to Eschelon's requirements in six central offices (two each in Minneapolis, Seattle and Portland). This trial process actually encompassed much of the standard M&P used for all co-providers, the major deviation being a commitment for the tester and COT to remain on the telephone with Eschelon while the cut is taking place. The trial ends on February 28.

Eschelon's primary objective for the trial was to reduce the average loop cutover time down to five minutes or less. The empirical results from the trial, however, are mixed. During the period of the trial Eschelon reports that Qwest averages 22 minutes per line on coordinated conversions in offices that were not part of the trial. For the six offices subject to the trial, Qwest improved to 13 minutes per line.

III. Eschelon Proposed Standard versus 271 PID Standard for Loop Cutovers

On February 27th, Eschelon will begin delivering a Service Quality Report Card (January results to be presented 2/27/01). Per Eschelon's new report card structure, the standard they would like to hold Qwest to is: Lift and Lay Interval for Unbundled Loops < or = 5 minute per line. Eschelon is demanding the 5-minute interval because its process is to have a technician on sight at the customer's premise to monitor the cut. Extended cut times result in longer technician down time at the customer location. Qwest currently is not in a position to meet the 5-minute per line standard sought by Eschelon. Even operating under the loop cutover trial processes, 71 of 79 (90%) of cuts failed to meet Eschelon's 5 minute per line standard.

The 271 Regional Oversight Committee (ROC) PID considers a loop cutover as on-time if it is completed within one hour of the committed order due time, that includes one hour before and one hour after, for cuts of 1-16 lines. During the loop cutover trial, 16 of 79 (20%) cuts did not meet the PID standard. As a result there is a major inconsistency between Eschelon's standard and the ROC PID. If Qwest agrees to Eschelon's standard it may undermine its 271 advocacy.

IV. Options

Eschelon expects Qwest to convert a large number of resale/UNE platform lines to unbundled loops by the end of 2001. Qwest has identified the following three options for completing this work:

1. Continue with standard Unbundled Loop Conversions processes and procedures where Eschelon places orders for loop conversion on an as needed basis.
 - **Risks:** Extreme customer dissatisfaction due to likelihood that volume of requested cuts can not be met nor met at the cut standards expected of Eschelon. Issue of conversions will be escalated and may result in regulatory proceedings.
 - **Benefits:** No deviation from standard process.
2. Expand trial processes, including asking Office Technician, to remain on line, to all cuts ordered by Eschelon.

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- **Risks:** Qwest will have to address possible training and addition of human resources to fulfill trial process requirements. Trial methods will not necessarily satisfy performance metrics or facilitate a large number of cuts.
- **Benefits:** Eschelon will recognize Qwest's attempt to manage a process to their specifications. Qwest likely to see *some* cutover performance improvements.

3. Develop a Project Plan and Project Team that could accommodate executing a mass conversion of lines in a short time frame. Eschelon would prioritize COs by geographic market for cutovers and provide lists of all cuts in a particular CO to be cut in mass on specified day. In that CO, pre-wiring work would be completed for all lines in advance. Then on day-of-cut, all lift and lays would be performed rapidly, one after another, with the Eschelon personnel present in CO to note and communicate each cut and to do the LNP port on an almost real-time basis.

- **Risks:** Requires dedication of Central Office technicians or outside contractors to the project. Project would need to be closely managed to avoid risks associated with interfering with 271 efforts.
- **Benefits:** Project represents best chance of meeting customer requirements in terms of volume and timeliness.

V. Recommendation and Other Considerations

Qwest should agree to implement a project plan to migrate Eschelon's resold/UNE platform lines to unbundled loops on a CO by CO basis. Qwest should agree to negotiate and work out the specific details of the loop cutover project with Eschelon. The following issues could be addressed in the project plan discussions:

- Project could be started/delayed to address Qwest resource issues and 271 objectives in particular states.
- Eschelon could be required to identify COs in prioritized order for conversions. Qwest would have ability to reorder list in advance based on staffing and other concerns.
- Eschelon could be required to place LSR for conversion to identify customer lines (WTNs) to be converted 30 days or more in advance before cut.
- Eschelon could be required to pay flat rate or pay outside contractor costs to accomplish the conversion. Eschelon could also be asked to release Qwest from Minnesota DMOQs totaling over \$500,000 annually. The project method of conversion could be developed into a billable product for any co-provider.
- Eschelon could be required to add all new endusers to their network via the UNE-Star platform until a certain level of lines are reached in a central office. Some predetermined volume could trigger a central office specific mass conversion precluding the need to manage coordinated cuts on an order by order basis.
- Eschelon could be required to agree that loop conversion project satisfies "Implementation Plan" requirement in B2B deal.

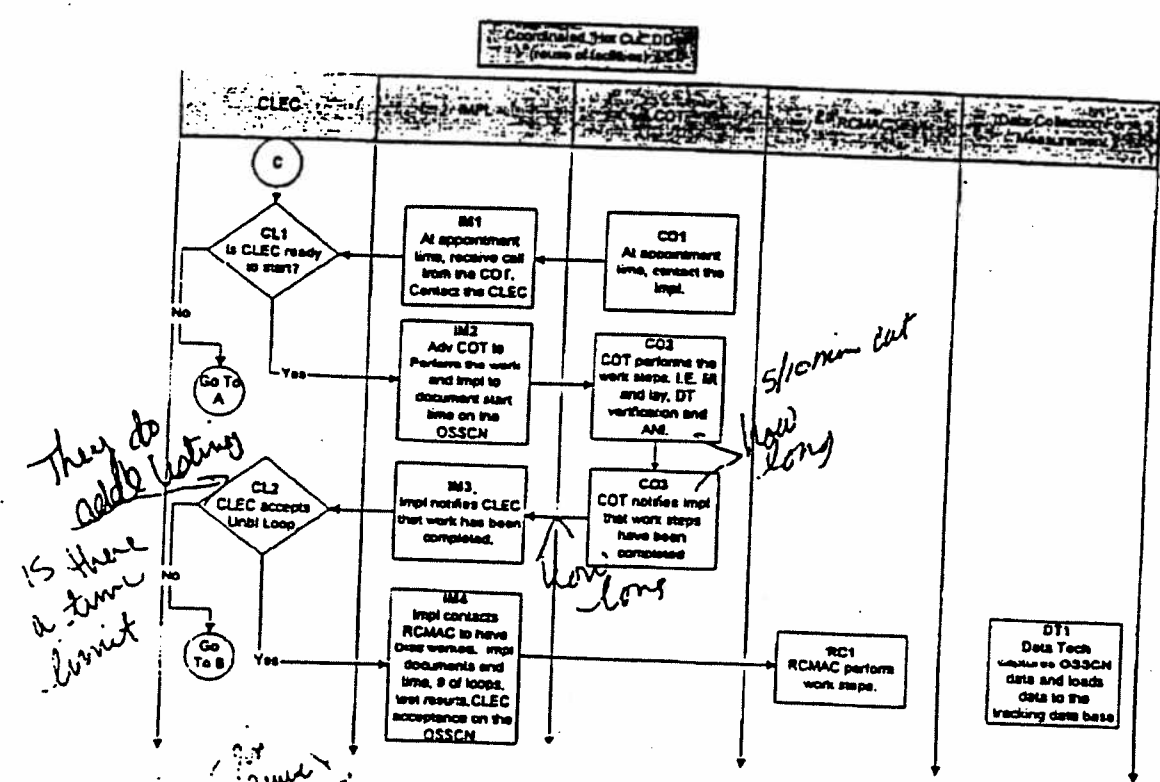
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High Level Process Flow

Eschelon:

- > All orders are Coordinated "Hot Cut" without Qwest truck roll to end user premise
- > All orders carry a coordinated cut appointment time of 8:00 AM of Due Date
- > Eschelon has a technician at end user premise for each cut

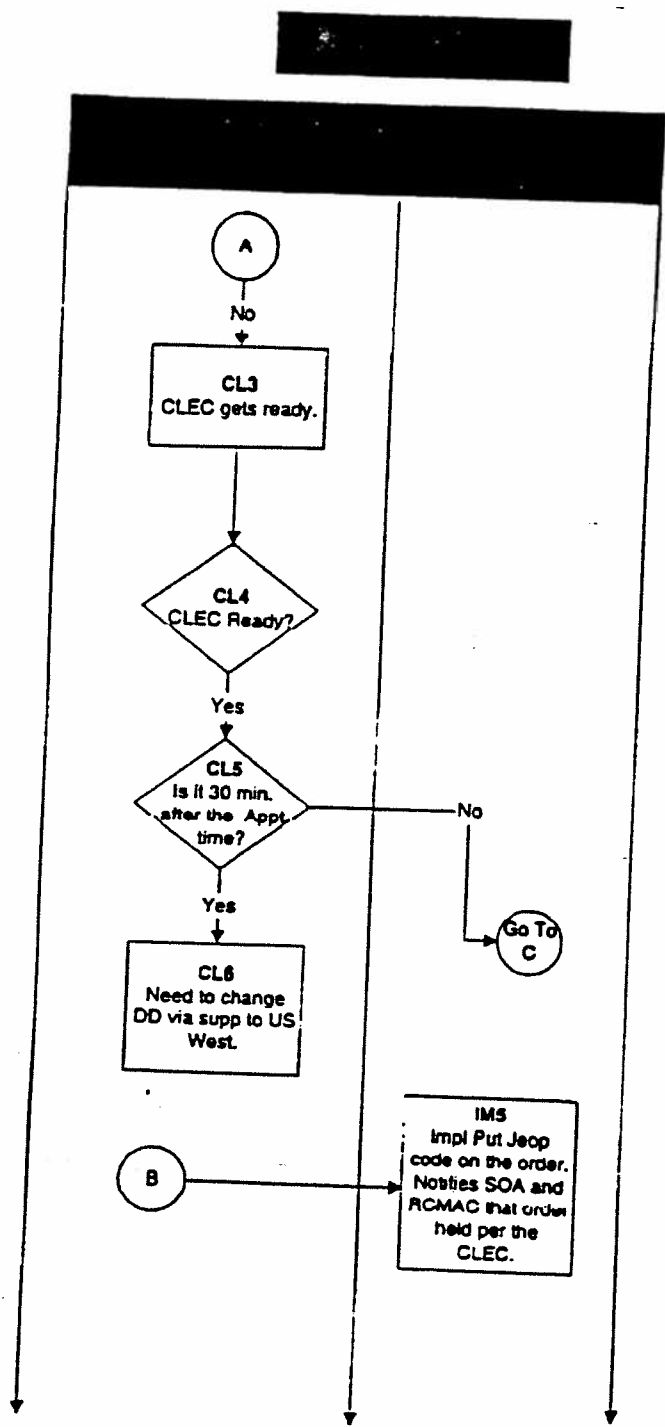


*They do add listing
IS there a time limit*

how about number port?

*devratic
line testing 711
Call to have some work
Port numbers then accept*

*after
Should have subscription done
before cut date
devratic*



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Process Work Steps

IM1	At appointment time, Implementer (IMPL) will call the CLEC to confirm cut is still on
CL1	CLEC will confirm cut is still on. If not see CL3
CO1	Will be at the Central Office (CO) at the appointment time. Will have pre-wired the new jumpers prior to appointment time on the DVA date of Qwest order (two days before due date)
IM2	Upon CLEC confirmation, the IMPL will contact CO technician to begin "lift-n-lay" cut
CO2	CO tech performs the necessary work including ANI at cable head before and after cut. Any problems or discrepancies results in no cut being done and CO tech contacts the IMPL
CO3	If no problems, the CO tech contacts IMPL that "lift-n-lay" cut was successful
IM3	Receives positive notification from CO tech of successful cut and contacts CLEC that work is complete. If there are problems with cut, IMPL will contact CLEC with status.
CL2	Receives notification from Qwest IMPL and accepts unbundled loop order. CLEC also completes the portability subscription pull. If not see IM5
IM4	Receives acceptance from CLEC and then contacts RCMAC to release the disconnect order of POTS service in the Qwest CO switch.
RC1	RCMAC performs work steps associated with the disconnect order. The disconnect order carries a CRO (complete with related order) in association with the unbundled loop order and needs to be manually released upon notification from the IMPL
CL3	CLEC has initially indicated they are not ready. They will need to do whatever to get ready and re-contact Qwest
CL4	See CL3
CL5	Based on initially not being ready, can the CLEC be ready and re-contact Qwest IMPL within 30 minutes of appointment time. If yes then go to CL1 , if not go to CL6 .
CL6	CLEC needs to contact IMPL cut will not happen today and then send in a change to the LSR requesting a Due Date change.
IM5	<ul style="list-style-type: none"> > Have receive an unaccepted unbundled loop order and begin to work with CLEC and/or CO tech to fix problem and/or return service to original state. > Have received notification from CLEC that they are not ready and will be changing the due date. Must contact CO tech and re-work service back to original state if "lift-n-lay" was performed. > Have received no notification from CLEC of either acceptance and/or due date change within any acceptable time frame. If "lift-n-lay" has been performed, contact CO tech to return service to original state. <p>In all cases, IMPL puts order into jeopardy and notifies Service Order Assistant (SOA) and RCMAC that there is a problem and order is being held due to CLEC.</p>

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OVERVIEW OF ESCHELON TEST AND TURN-UP PROCESS

1. Review all orders and confirm cuts for the day.
2. Communication between Qwest and Eschelon Testers.
3. Eschelon Migration Engineer gives go ahead for Lift and Lay to Eschelon Tester.
4. Eschelon Tester gives go ahead for Lift and Lay to Qwest Tester.
5. Qwest Tester indicates Lift and Lay is complete to Eschelon Tester.
6. Migration Engineer verifies dial tone on-site and Initiates testing.
7. Eschelon Tester communicates with Qwest Tester to get Translations worked.
8. Eschelon Tester ports numbers.
9. Eschelon Migration Engineer completes testing and communicates back to Eschelon Tester.
10. Eschelon Tester contacts Qwest Tester to release and close out orders.

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Gerald Shypulski <gshypul@uswest.com> on 02/20/2001 10:09:31 AM

To: Pam Otegora Axberg <patregor@uswest.com>, Randy Williams <rtwilli@uswest.com>, llweave@uswest.com
cc: Catherine Augustson <caugust@uswest.com>, Judy Rixe <jrix@uswest.com>, Christie Doherty <cdoher@uswest.com>, Jerry Shypulski <gshypul@uswest.com>
Subject: Eschelon Trial data

Team,

I just wanted to provide a summary of the data so far from the Eschelon "hot cut" trial...
The attached Excel spreadsheet is actually from Eschelon work sheets with my summary calculations listed.

Overall, through the trial dates of 11-29-00 thru 2-14-01, the cuts completed under 10 minutes were 56% of time among all the trial offices.

When including cuts completed under 15 minutes the percent jumps to 82%.

When we started the trial Eschelon was quoted as saying that cuts were taking on an average of over 20 minutes.

My goal of the trial was to improve that and get it closer to, in my opinion, what it should be as within 5-10 minutes per line (if DVA is completed and pre-wired).

Also if I take the data and apply it to the PID measurement (which is 1 hour for 16 lines or less) a total of 16 cuts would have exceeded that measurement.

While I know we have room for improvement, I feel there should be acknowledgment on both sides regarding the positive aspects. The data presented by Eschelon at the Network meeting on Friday, 2/16/01, reflected the worse 3 week period of trial (7 out of 98 lines were completed under 10 minutes - 7%, but jumped to 70% completed under 15 minutes).

Jerry Shypulski



- att1.htm



- Eschelon Trial Information.xls

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DUE DATE	PO#	CUSTOMER NAME	COLLO	# lines	Total LBL time	LBL time per line	PD (all cut)
12/12/00	MN5005237AMK	SPORTS HUT	WAYZATA	8	43	7.5	8:30
12/12/00	MN5005250AMK	PIERSON & PIERSON	WAYZATA	4	31	7.8	8:30
12/13/00	OR5004837TLH	JUSTIN HUGGINS	ATLANTIC				
12/14/00	OR5004181BS	GEORGE SMITH WAREHOUSE	ATLANTIC	13	120	9.2	10:30
12/14/00		SANDRA GOSTER	ATLANTIC	2	14	7.0	2:30
12/15/00	OR5005418JD	SERVICE TIRE INC	ATLANTIC	8	45	5.6	11:30
12/15/00	MN73801PG	CROCUS HILL FLOWER	MARKET	4	39	9.8	10:00
12/19/00	WA50037131DJD1	INCENTIVE SOLUTIONS	ATWATER	8	73	12.7	8:30
12/21/00	MN5005478JD	TRIPLE CROWN	WAYZATA	12	201	1.7	9:00
12/22/00	MN85243CD	FRIENDS OF ST PAUL	MARKET	4	25	6.3	9:00
12/22/00	OR5005733SS	ARBY'S 50028-2484	ATLANTIC	11	241	24.0	1:30
12/28/00	WA92543BS1	LEWIS FOX SALON	MAIN	5	95	19.2	1:00
12/28/00	OR5004838TLH	JUSTIN HUGGINS	CYPRESS				
12/29/00	OR5005786AR1	HOLLYWOOD BOW	ATLANTIC	7	60	8.6	4:00
12/29/00	EDT845005909RL	CARPENTERS LOCAL 87	MARKET	5	20	4.0	11:00
12/29/00	WA5002679BS	ALEX ELIMSKY RAIN TREATMENT	MAIN	4	15	3.8	10:30
12/29/00	WA91303BS	ANDERSON & RAY	MAIN	4	42	10.5	10:00
1/2/01	ATWA80645SS	BRAVO PROMOTIONAL PRODUCTS	MAIN	8	90	11.3	10:00
1/2/01	ATWA80783SS	INCENTIVES BY DESIGN	MAIN	4	130	32.5	10:00
1/3/01	ATWA58001BS	NATIONAL COLOR	ATWATER	8	207	24.5	8:30
1/4/01	MN5008180JD	North Star Packaging	WAYZATA	5	38	7.6	1:30
1/4/01	ATOR78381RL	The Bette Douglas Co	CYPRESS	1	22	22.0	11:00
1/5/01	WA5003843TLH1	Wendy	MAIN	8	95	15.8	12:00
1/5/01	OR5005217BS	Blackwell's Inc	ATLANTIC	3	8	3.0	2:30
1/5/01	EQ-MN5008423RL	Society of St Vincent	MARKET	3	38	12.7	11:30
				121	1264	10.7	
				77			64% under 10 minutes
				88			81% under 15 minutes
				7 cuts (total of 48 lines) exceed PD measurement of 1 hour for 18 lines or less			

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NOTES

N93390764 thru 89
N93390953 thru 08
PUSHED OUT DUE TO BAD WEATHER N35796372; 8378; 8379;
8380; 8382
Order originally due on 11-28. Two order numbers assigned are
N34841817; N34842309
No PON could not identify order numbers
N35908811; N35908828; N35908832; N35908845; N35908856;
N35908863; N35908878; N35908882
N94508381 thru 8383
N35867282; N35867278; 835867254; N35868342;
C35889378; N35883558; N35889443; N35889389
N93431190 thru 1201
N92972218; C92972215; N92972217; N92972218; N92972219
N36283563; C36283549
D38336443; N38332014; N38332033; N38332059; N38332073;
N38332102
PUSHED OUT 3 DAYS CUSTOMER NOT THERE Could not identify
order numbers.
ILLUMINET DOWN 1-1/2 HOURS N38573188 thru N38573175
LAST LINE BAD P1 QWEST TECH DISPATCHED N93560385 thru
8389
No order numbers available.
N35675551; C35675545; N35675564; N35675568; N35678077
COT STARTED LAL BEFORE AUTHORIZED CUST MAIN LINE
DOWN N32478786; N32478787; N32478788; N32478789;
N32478790; N32478781; N32478792; N32478793
no change 2 lines after LAL return in case for N33503113 thru 3114
2 hours for cut to start after called center to begin the Records
Found
N8363335 thru 0338
N32065578
COT employee getting started no reason given N37291387;
N37291414; N37291972; N37291993; N37291433; N37291448
N35775544; N35775557; N35775558
N94088759 thru 80
Qwest Notes in 86 for Order Numbers and Check for lines

Market	CLLI	PON	CustomerName	ServiceType	CurrentDate/Time	Start	Complete	Lines	LnMins	AvgLnL
WA	Splennr	EQ1WA5006423R		Premium Business Line	1/5/2001	11:30 AM	1/5/2001 11:12:51 AM	3	66.60	22.20
WA	Wyzemwa	MN5000234JD		Premium Business Line	1/9/2001	12:00 PM	1/9/2001 11:18:51 AM	5	28.57	5.31
WA	Splennr	MN50004336		Premium Business Line	1/12/2001	12:30 PM	1/12/2001 1:15:32 PM	2	30.17	15.08
WA	Splennr	MN5000432JD		Premium Business Line	1/17/2001	11:30 AM	1/17/2001 11:42:25 AM	3	25.58	8.53
OR	Wyzemwa	MN5001569SS		Premium Business Line	1/18/2001	08:00 AM	1/18/2001 8:18:38 AM	2	15.78	7.89
OR	Plder02	OR50031798		Premium Business Line	1/5/2001	02:30 PM	1/5/2001 1:07:35 PM	3	88.23	29.74
OR	Plder02	ATIORZ1638S		Premium Business Line	1/6/2001	10:00 AM	1/6/2001 10:48:43 AM	4	23.17	5.79
OR	Plder02	ATIORZ6881BT		Premium Business Line	1/16/2001	10:00 AM	1/16/2001 8:15:08 PM	7	41.23	5.89
OR	Plder02	OR5000837TLH		Premium Business Line	1/18/2001	10:30 AM	1/18/2001 2:11:22 PM	5	205.28	41.08
OR	Plder02	OR5000443RL		Premium Business Line	1/19/2001	02:00 PM	1/19/2001 1:37:52 PM	2	38.80	18.40
WA	Splrwa01	WA500084311111		Premium Business Line	1/5/2001	12:00 PM	1/5/2001 12:08:48 PM	6	200.35	33.39
WA	Splrwa01	ATWVA44018S(A		Premium Business Line	1/9/2001	12:00 AM	1/9/2001 1:19:21 PM	8	25.56	6.11
WA	Splrwa01	ATWVA20341SS		Premium Business Line	1/9/2001	11:00 AM	1/9/2001 11:48:21 AM	7	51.12	7.30
WA	Splrwa01	WA83847SS		Premium Business Line	1/12/2001	10:00 AM	1/12/2001 1:17:31 AM	5	35.05	7.01
WA	Splrwa01	EQ1WA94072RL		Premium Business Line	1/17/2001	12:00 PM	1/17/2001 11:59:32 AM	8	89.82	8.58
WA	Splrwa01	EQ1WA93812RL		Premium Business Line	1/18/2001	12:00 PM	1/18/2001 1:29:20 PM	7	112.22	16.03
WA	Splrwa01	ATWVA7422SS		Premium Business Line	1/22/2001	10:00 AM	1/22/2001 11:51:03 AM	3	18.87	8.32
WA	Splrwa01	ATWVA54318S		Premium Business Line	1/23/2001	10:00 AM	1/23/2001 10:40:53 AM	5	48.10	9.62
WA	Splrwa01	ATWVA83828S		Premium Business Line	1/22/2001	10:00 AM	1/22/2001 2:45:32 PM	7	26.53	3.78
WA	Splrwa01	WA5000484JD		Premium Business Line	1/23/2001	10:00 AM	1/23/2001 10:30:25 AM	1	26.70	26.70
WA	Splrwa01	WA5002318RL		Premium Business Line	1/24/2001	10:00 AM	1/24/2001 10:48:37 AM	8	58.22	7.03

98 1,238.63 12.5
7 7% under 10 minutes
69 70.4% under 5 minutes

6 cuts (total of 32 lines) exceed PID measurement of 16 lines or less in 1 hour

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Market	CLLI	PON	CustomerName	ServiceType	CurrentDate	Time	Text54	Text58	Lines	LnL	Mins	AvgLnL
OR	P8002	OR960285		Premium Business Line	2/13/2001	10:00 AM	2/12/2001 10:20:57 AM	2/12/2001 10:20:36 AM	1	7.63	7.65	
OR	P8012	ATK05741852		Premium Business Line	2/17/2001	08:00 AM	2/16/2001 10:01:11 AM	2/16/2001 10:00:00 AM	4	38.82	9.70	
OR	P8012	OR5007271RL66P		Premium Business Line	2/17/2001	12:00 PM	2/17/2001 11:55:36 AM	2/17/2001 12:56:41 PM	5	61.08	12.22	
WA	Silver01	WA500314RL		Premium Business Line	1/24/2001	10:00 AM	1/24/2001 10:48:37 AM	1/24/2001 11:46:50 AM	6	56.22	7.03	
WA	Silver01	WA8441MAMK		Premium Business Line	1/31/2001	11:00 AM	1/31/2001 11:38:46 AM	1/31/2001 12:00:20 PM	1	24.57	24.57	
WA	Silver01	ATWAS041RL		Premium Business Line	2/1/2001	09:00 AM	2/1/2001 10:20:00 AM	2/1/2001 11:17:34 AM	8	57.48	6.36	
WA	Silver01	WA8465MAMK		Premium Business Line	2/6/2001	01:00 PM	2/6/2001 1:14:18 PM	2/6/2001 1:43:28 PM	3	29.65	8.04	
WA	Silver05	EQTYW3408RL		Premium Business Line	1/28/2001	12:00 PM	1/28/2001 12:00:00 PM	1/28/2001 12:34:13 PM	1	30.15	30.15	
WA	Silver05	WA500320AMK		Premium Business Line	1/31/2001	10:00 AM	1/31/2001 10:11:10 AM	1/31/2001 11:00:34 AM	7	57.48	8.20	
WA	Silver05	WA8457833		Premium Business Line	1/31/2001	10:00 AM	1/31/2001 10:43:04 AM	1/31/2001 11:00:55 AM	1	17.85	17.85	
WA	Silver06	WA500602LUD		Premium Business Line	1/31/2001	21:00 PM	1/31/2001 10:42:48 AM	1/31/2001 11:21:56 AM	8	43.13	7.19	
WA	Silver05	WA846733		Premium Business Line	2/1/2001	10:00 AM	2/1/2001 12:16:18 PM	2/1/2001 12:36:25 PM	1	21.16	21.16	
WA	Silver05	ATWAS1301SS		Premium Business Line	2/1/2001	20:00 AM	2/1/2001 10:23:33 AM	2/1/2001 10:44:48 AM	1	19.25	19.25	
WA	Silver05	WA84700MAMK		Premium Business Line	2/8/2001	12:00 PM	2/8/2001 12:17:56 PM		2	0.00	0.00	
MN	Wyzirene	MN179981CD		Premium Business Line	2/9/2001	10:00 AM	2/9/2001 10:31:27 AM	2/9/2001 12:46:33 PM	4	134.80	33.70	
MN	Wyzirene	MN500754RL		Premium Business Line	2/9/2001	10:00 AM	2/9/2001 12:01:28 PM	2/9/2001 12:12:17 PM	2	11.47	5.73	
									67	610.67	9.8	
									48	77.4%	under 10 Minutes	
									53	86.6%	under 15 minutes	

Two cuts (lots) of 9 lines exceed PJD measurement of 1 hour for 16 lines or less

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15 8

SLIP SHEET

Pat Lavena



Dana Frenking <dfrenki@qwest.com> on 08/29/2001 11:03:47 PM

To: Cathy Garcia <cgarcia@qwest.com>, James Mackie <jmackie@qwest.com>, ssheaha@qwest.com, plavena@qwest.com
cc: "Stichter, Kathleen L." <kstichter@eschelon.com>

Subject: [Fwd: Meeting minutes from 8-23-01 call]

Attached are the minutes documented by Kathy Stichter at Eschelon.
Please review and let me know if you have any questions.

Thank you Kathy for sending the notes!

Dana

Return-Path: <kstichter@eschelon.com>
Received: from egate-ne4.uswc.uswest.com ([151.117.64.218]) by netmail2.uswc.uswest.com (Netscape Messaging Server 3.61) for <dfrenki@netmail2.uswc.uswest.com>; Wed, 29 Aug 2001 12:40:58 -0600
Received: from uswco33.uswest.com (localhost [127.0.0.1]) by egate-ne4.uswc.uswest.com (8.10.0/8.10.0) with ESMTTP id f7Tleur11606 for <dfrenki@qwest.com>; Wed, 29 Aug 2001 13:40:56 -0500 (CDT)
Received: from k2.corp.eschelon.com ([209.150.197.198]) by uswco33.uswest.com (8.10.0/8.10.0) with ESMTTP id f7Tlets22718 for <dfrenki@qwest.com>; Wed, 29 Aug 2001 12:40:55 -0600 (MDT)
Received: by k2.corp.eschelon.com with Internet Mail Service (5.5.2653.19) id <RJGRBZSG>; Wed, 29 Aug 2001 13:36:37 -0500
Message-ID: <E37A7C49F2F2E04EAE60A86D0C570C1802E70295ak2.corp.eschelon.com>
From: "Stichter, Kathleen L." <kstichter@eschelon.com>
To: dfrenki@qwest.com, "Powers, F. Lynne" <flpowers@eschelon.com>, "Schiller, Tina M." <tmschiller@eschelon.com>, "Lewis, Rick F." <rflewis@eschelon.com>
Subject: Meeting minutes from 8-23-01 call
Date: Wed, 29 Aug 2001 13:36:36 -0500
MIME-Version: 1.0
X-Mailer: Internet Mail Service (5.5.2653.19)
Content-Type: multipart/mixed; boundary="-----=_NextPart_000_01C130B9.88C83630"
X-Mozilla-Status2: 00000000

Dana,
Please distribute these minutes to others within Qwest with a need to know.
If there are omissions or errors please let me know.
Thanks

<<8-23-01 Mtg Dana Frenking.doc>>

Kathy Stichter
ILEC Relations Manager
Eschelon Telecom Inc
Voice 612 436-6022
E-Mail kstichter@eschelon.com



- 8-23-01 Mtg Dana Frenking.doc



- dfrenki.vcf

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Eschelon/Qwest Meeting Summary and Action Log

Next Meeting:

Thursday, September 6, 2001

Conference Call Start Time: 1:00 p.m. CST

Conference Call Number: 877-542-7612 passcode 6725264#

Summary of August 23, 2001 Meeting

Specifics:

Purpose of Meeting: Discuss open issues.		Meeting Date	Start Time	End Time
		8/23/00	1:00pm	2:00pm
Location: Conference Call		Call-In Number 877-542-7612 passcode 672-5264#		
Meeting Chair: Kathy Stichter		Documentation: Kathy Stichter		

Attendees:

QWEST	ESCHELON
Dana Frenking	Kathy Stichter
Kathy Garcia	Tina Schiller
Todd Miller	Rick Lewis
Pat Levene	
Steve Sheahan	

Summary:

There was discussion around the issues from the 'in person' meeting with Eschelon in Omaha.

- 48-Hour Dial Tone Test: July 29, 2001 the 48-hour dial tone test process was rolled out. Qwest just needs to check for compliance and training issues.
- IMA Access for Omaha QCCC: Supervisors, Screeners, the Audit Team and the Resolution Team in the Omaha QCCC now have IMA access.
- ANAC: The ANAC process will now be done during the 48-hour dial tone test process, both at the Qwest facility and at the spot bay.
- CNR: There is now better communication on JEP notices and Eschelon is now getting secondary notices and a call from the service manager for CNR.
- CFA changes day of cut: Dana was not sure she had documentation of this process. Kathy Stichter advised her we have documentation.
- Eschelon was going to correct long hold times. Per Dana their hold times are shorter.

Tina sent documentation on bad cuts to Dana. Dana was unable to find some of the examples with the PON. Tina will get the LSR or order number to Dana. Dana will investigate and document findings on a spreadsheet. Dana will send the spreadsheet to us prior to the next meeting. We will discuss the examples on the next call.

Future meeting will include discussion around examples of bad cuts from the previous two weeks. Tina will get the examples, with order numbers, to Dana by the Tuesday of the week in which we have our call. Dana will have the investigation complete for discussion during the call.

Issues and Action Items

#	Issue	Owner	Action Item	Due Date	Status
1.0	Troubled Cuts	Tina Schiller	Tina will get LSR or order number on examples to Dana.	9/4/01	Open
1.1	Troubled Cuts	Dana Frenking	Dana will investigate examples, create a spreadsheet and send spreadsheet to Eschelon for discussion on next call.	9/6/01	Open
1.2	Trouble Cuts	Tina Schiller	Tina will have her testers enter a note in the tracking database of the orders that experience NDT.	On going	Open

Trade Secret Data Ends]

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State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

[TRADE SECRET DATA BEGINS In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the DSL Team.
- b. Notes of every meeting involving Qwest and the DSL Team.
- c. The number of hours spent (to date) by the DSL Team providing services to Qwest.
- d. A description of the work performed by the DSL Team.
- e. Any written document describing the work to be performed by the DSL Team. **TRADE SECRET DATA ENDS]**

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

[TRADE SECRET DATA BEGINS

- a. The DSL team documented and/or developed processes for ordering and provisioning of Resale DSL for wholesale customers.
- b. See Trade Secret Attachment A.
- c. Bill Fellman was assigned as the single point of contact at Qwest. He performed this function from February 2001 to June 2001. In February and March, Bill met with his counterpart at Eschelon on a daily basis. They coordinated meetings between five designated workgroups, Order Fulfillment, Provisioning, Test & Turn-up, Installation, and Repair. During this time frame, February to June, the estimated time spent in joint meetings with Eschelon to be 220 hours.
- d. Resale of Qwest DSL was a relatively new product. Eschelon and Qwest documented, established, and tested processes for Resale DSL including the ordering of equipment. These would be processes used by all Wholesale customers.
- e. See Trade Secret Attachments A and B.

TRADE SECRET DATA ENDS]

Respondent: Tina Colvin

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CONTAINS TRADE SECRET DATA

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota
Department of Commerce Against Qwest Corporation

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

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachments A and B
to Qwest's Response to DOC Information Request No. 105:

TRADE SECRET Attachments A and B to Qwest's response to DOC Information Request No. 105 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachments A and B to Qwest's response to DOC Information Request No. 105 should be protected from public disclosure.

[Trade Secret Data Begins

MINNESOTA
DOCKET NO. PUBLIC 07-497
DOC # 105
ATTACHMENT A



"Ludke, Jay E." <jeludke@eschelon.com> on 01/23/2002 04:46:42 PM

To: ssheaha@qwest.com
cc: "Stichter, Kathleen L." <kstichter@eschelon.com>, "Johnson, Bonnie J." <bjohnson@eschelon.com>, "Schiller, Tina M." <tmschiller@eschelon.com>, "Garlock, Anne M." <amgarlock@eschelon.com>, mmclemer@qwest.com, wfallma@qwest.com

Subject: Qwest-Eschelon DSL Resale Project Deliverables (from RADSL 2001 Development)

Steve:

I wanted to contact you to follow-up on action items assigned to me last year during our development cycle for the Re-sale RADSL product.

As you may know, I worked closely with Bill Fellman as a SPOC for Qwest on this project -- he and I co-produced both of the attached documents and presented to the collective representatives at the June 14, 2001 Qwest-Eschelon meeting. Attached are the key materials from that meeting: Presentation and Long-Term Needs document.

For the following items, I am asking for your input/assistance to complete them:

* Scheduling of Group 1 & 2 SME Teams Review Sessions: See attached document outlining how we structured our "Virtual Implementation Team." This is related to the items on the Long-Term doc. under "B2B Operational Processes Finalized" with my name assigned. Group 1 involved the Order Fulfillment and Provisioning staff and Group 2 Test & Turn-up, Installation and Repair staff. I would like to schedule two meetings/conf. calls -- one for Group 1 and one for Group 2 -- with SMEs from both sides (or if staff assignments have changed their replacements) to review agreed upon B2B processes and create any action plans/follow-up as needed to address issues.

* Billing Group SME Meeting: You can see on the chart, this group was to meet post product launch -- this group has never met. I would like to help facilitate setting up SMEs from both sides to discuss any billing related issues -- could you identify SMEs from your side and I will for ours?

* CPE Wholesale Ordering Process Review Session: I have been working directly with Molly Clemen on this process and issues we discovered. I believe we have an operational process, but would suggest holding a joint meeting with Qwest-Eschelon staff to review what was developed so the appropriate handoff can be completed -- this would be related to completion of the Long-Term Needs item under CPE "Wholesale Ordering Process Finalized." I can work with Molly Clemen directly on this but let me know if you or other Qwest staff would like to participate.

I would like to schedule these forums/meetings ASAP -- to be held by the first week in February (by the 8th). Eschelon staff will be meeting internally before the Group 1/2 sessions to identify performance data/issues. I can help provide you with any documentation produced related to the development in each area if you do not have it.

Bill: I am wondering if you would agree to participate in the Group 1 & 2 Teams Review Sessions for historical reference?

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Thanks much and let me know!

JAY LUDKE

Product Development Manager

Eschelon Telecom, Inc.

612.436.6246 (voice) 612.436.6346 (fax)

jeludke@eschelon.com (e-mail) - www.eschelon.com

<<Qwest Presentation_061401.2.ppt>>

<<esch-qwest_dsl_long-term(FINAL).doc>>

<<jludke_smet@ams_qwestdsl(FINAL).ppt>>



- Qwest Presentation_061401.2.ppt



- esch-qwest_dsl_long-term(FINAL).doc



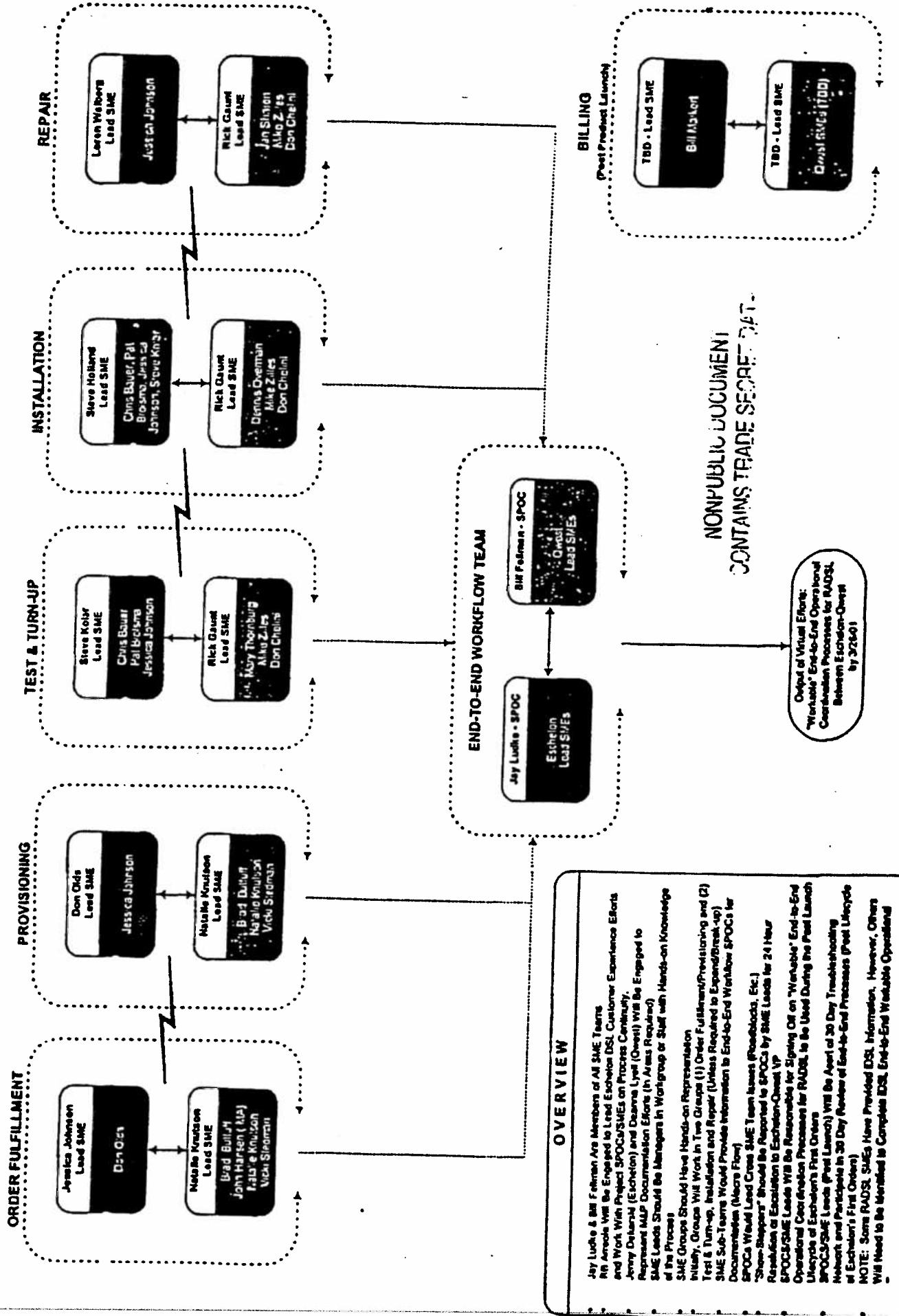
- jludke_smet@ams_qwestdsl(FINAL).ppt

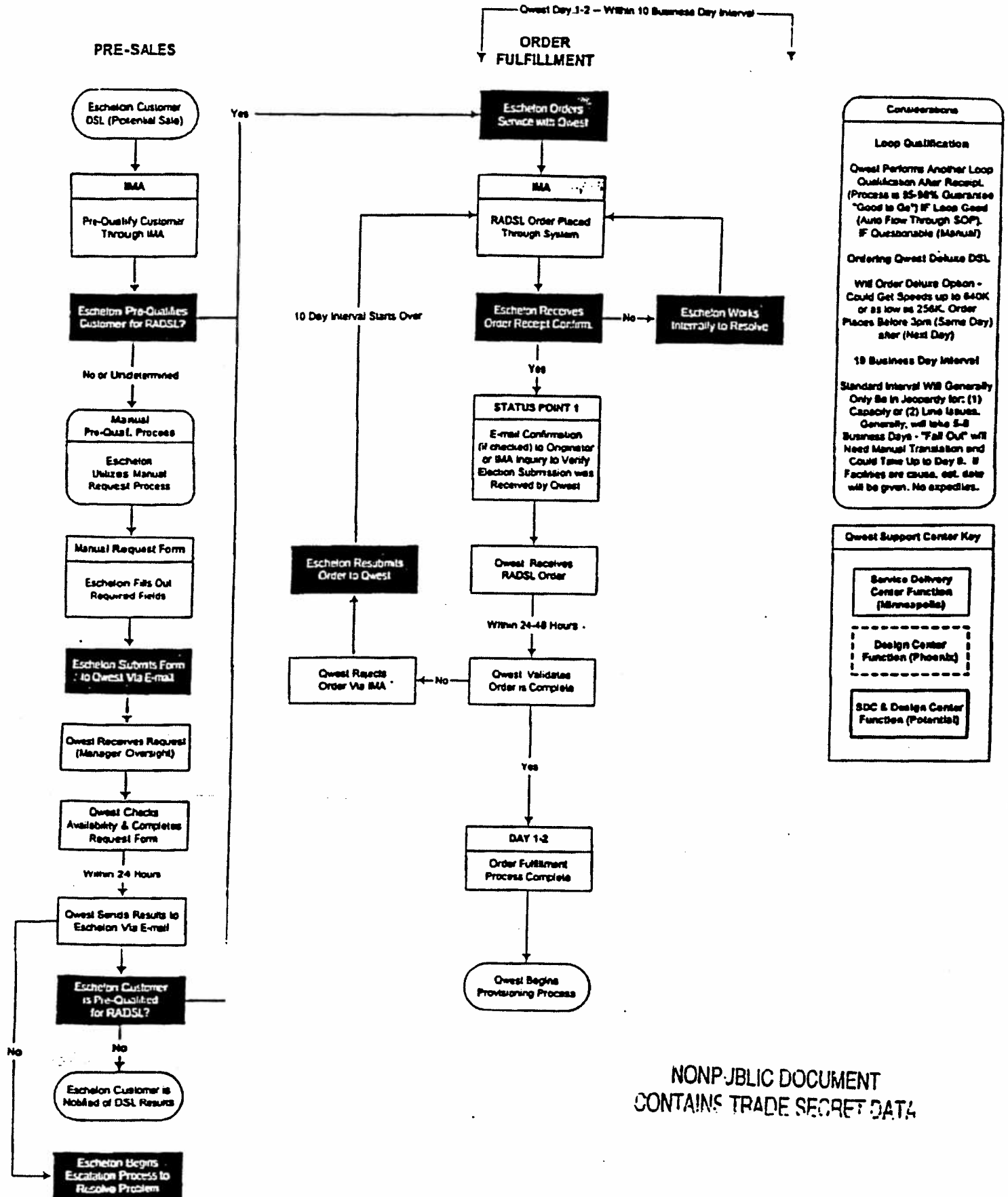
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SLIP SHEET

SME TEAMS -

Eschelon/Qwest Virtual Implementation Team (RADSL)





Conversations

Loop Qualification
 Qwest Performs Another Loop Qualification After Receipt. (Process is 95-98% Guarantee "Good to Go") If Loop Good (Auto Flow Through SOP). If Questionable (Manual)

Ordering Qwest Deluxe DSL
 Will Order Deluxe Option - Could Get Speeds up to 640K or as low as 256K. Order Places Before 3pm (Same Day) after (Next Day)

10 Business Day Interval
 Standard Interval Will Generally Only Be in Jeopardy for: (1) Capacity or (2) Line Issues. Generally, will take 5-8 Business Days - "Fall Out" will Need Manual Translation and Could Take Up to Day 8. If Facilities are close, est. date will be given. No expedies.

Qwest Support Center Key

- Service Delivery Center Function (Minneapolis)
- Design Center Function (Phoenix)
- SDC & Design Center Function (Potential)

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Qwest Manual RADSL Pre-Qualification Check Request

Submitted: XYZ Date

Eschelon Customer Information	IMA Pre-Qualification Result	IMA Number of Checks	IMA Result Message	Qwest Manual Check Result	Qwest Manual Check Reason Code	Comments
INSTRUCTIONS: Place name, address, city/state and 10 digit telephone number here NOTE: Please submit 1 request form per SA a day - submit all customer information at once - not per customer.	Eschelon Initial IMA Check: Note if this was a "No" or "Undetermined"	Eschelon Initial IMA Check: Note number of times checked to get a "No" or "Undetermined" response from IMA	Eschelon Initial IMA Check: Note "No" or "Undetermined" message from IMA and forward this form to Qwest for manual check. Send form to Qwest: Brad Bunnif (bbunnif@qwest.com) with copy to Natalie Knutson (nknutson@qwest.com)	Qwest Manual Check: Notes manual check results "Yes" or "No"	Qwest Manual Check: Notes applicable reason code (use from key below) for the order "Yes" or "No" result	Any extra comments from Eschelon-Qwest
ESCHELON FIELD	ESCHELON FIELD	ESCHELON FIELD	ESCHELON FIELD	QWEST FIELD	QWEST FIELD	ESCHELON AND/OR QWEST FIELD
EXAMPLES:	No	3 Times	Capacity	No	3	
	Undetermined	4 Times	Error - TN and address doesn't match	Yes	2	

Contact Information (Please send results via e-mail to the following within 24 hours - with a copy to lmramos@eschelon.com):

Name: _____ Phone: _____

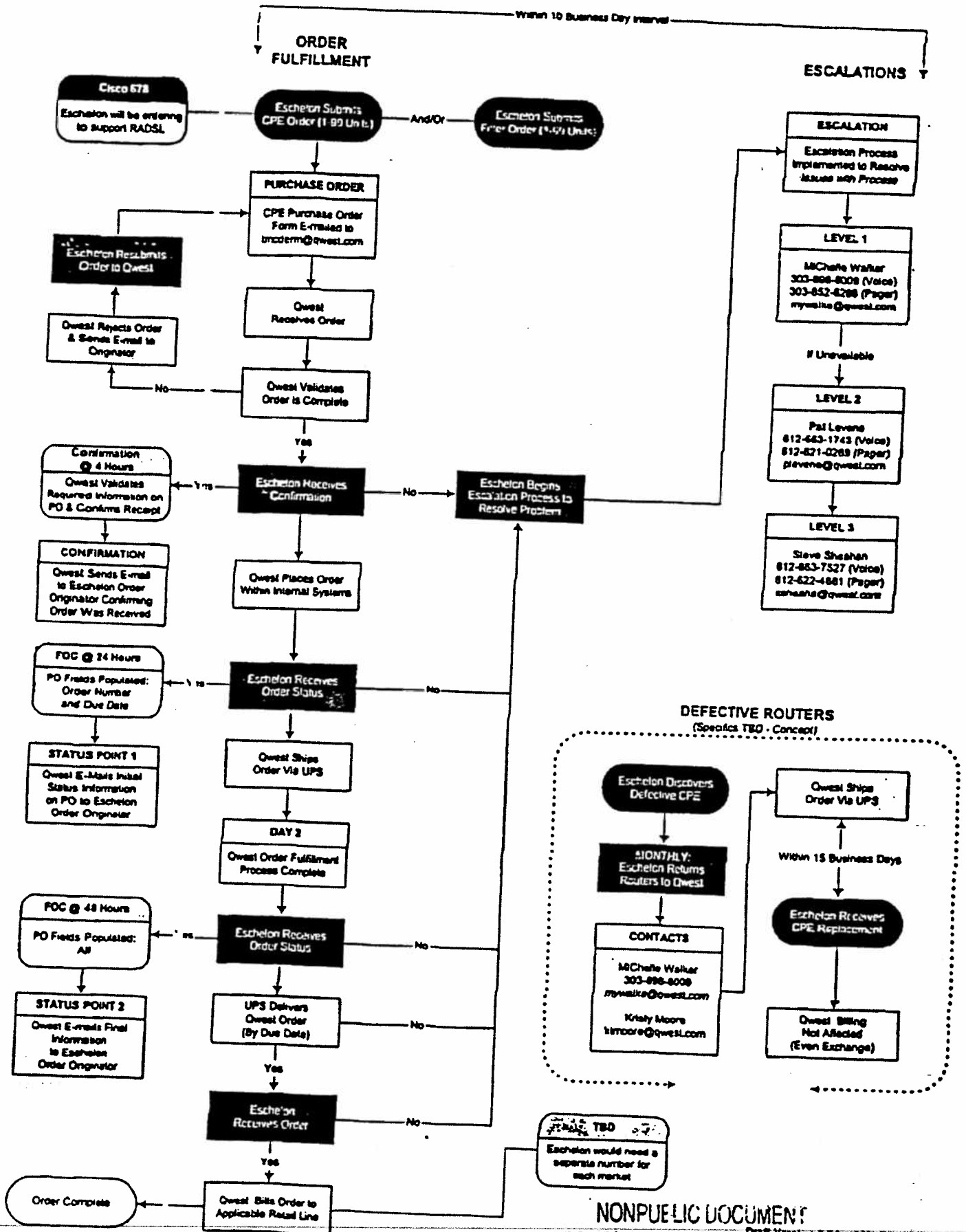
E-mail: _____

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QWEST REASON CODES KEY:

1 =	Yes - Qualifies for 256K	2 =	Yes - Qualifies for 640K	3 =	No - Load Coils	4 =	No - Bridge Tap
5 =	No - Loop Length	6 =	No - Capacity	7 =	No - Non Disposed Wire Center	8 =	No - Telephone Number not Qwestis

REQUEST FORM VERSION 1.0





PURCHASE ORDER
QWEST RADSL CPE - WHOLESALE

SHIP TO:

SEND ORDER VIA E-MAIL TO:

Jay Ludke
 Eschelon Telecom, Inc.
 730 2nd Ave. S.
 Suite 1200
 Minneapolis, MN 55402
Questions/Confirmation Contact:
 612-436-6246
 jeludke@eschelon.com

Thomas McDermott
 Qwest Communications
 tmcderm@qwest.com
 602-630-0842

BILLING INFORMATION:

Eschelon Account:
 XXX-XXX-XXXX

ORDER DATE		REQ. DUE DATE	SHIP DATE	SHIP TRACKING	
QWEST DUE DATE		OPERATING SYSTEM	ORDER NO.	P.O. NUMBER	
ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL
	ORDERED	SHIPPED			
1	1		Cisco 678 Router	\$295.00	\$295.00
2	2		Micro-Filters	\$20.00	\$40.00
If you have problems with your order contact: MIChelle Walker (303-896-8009 or mywalke@qwest.com) Order receipt confirmation should be sent from Qwest via e-mail to "Ship To" Name within 24 hours. Firm Order Confirmation should be received via e-mail within 48 hours of submission.				TOTAL DUE	\$335.00

COMMENTS:

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Trade Secret Data Ends]

Opportunities/Issues: On-Switch DSL

Eschelon Implementation Team Members - DSL			
Name	Product Manager (Primary Contact)	Phone Number	Email Address
Steve Fleming	Product Manager (Primary Contact)	612-436-6450	sfleming@eschelon.com
Loren Walberg	Director of Customer Care and Technical Support	612-436-6453	lwalberg@eschelon.com
Steve Kolar	Vice President of Technology	612-436-6478	skolar@eschelon.com
Steve Solbrack	Vice President, IP Services	612-436-6478	ssolbrack@eschelon.com
Garth Morrisette	Manager of Regulatory Affairs	612-436-6223	gmmorrisette@eschelon.com
Ellen Gavin	Outside Counsel	612-866-7876	egavin@pro-ns.net

Qwest Implementation Team Members - DSL			
Name	Account Manager	Phone Number	Email Address
Judy Rixe	Account Manager	612-663-5238	jrix@uswest.com
Kevin Saville	Wholesale General Manager	Unknown	ksavill@uswest.com
	TBD		
	TBD		

EVENTS/ACTIVITIES:

- 11/00: Steve Fleming informed Judy Rixe of problems with ordering process for ADSL qualified loops.
- 1/11/01: Qwest and Eschelon met and discussed rates; Eschelon confirmed request for explanation of installation options.

**NONPUBLIC DOCUMENT
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MINNESOTA
DOCKET NO. P421K02-197
DOC 02-105
ATTACHMENT B

Opportunities/Issues

Priority # Objective	Opportunity/Issue	Recommendation/Proposal	Next Steps/Action Items [With Owner & Due Date] or Resolution & Date Resolved
High 1	<p>Increase efficiency and avoid billing disputes by training Qwest and Eschelon personnel regarding loop testing/install options for ADSL qualified loops. Providing information, documentation, and training will allow both companies to more efficiently use resources. It will also avoid billing disputes that may occur because the installation services provided do not match those included in the charge (as happened with other loop cutovers).</p>	<p>Eschelon needs to determine which installation option will provide the optimal results for its customers. Eschelon also needs to ensure that appropriate testing is conducted and information is exchanged between the companies. Qwest personnel have been unable to provide Eschelon personnel with basic information regarding loop testing and installation options, such as: 1) what specific tests does Qwest conduct for each testing option and each install option; 2) how can Eschelon obtain the test results; 3) what action (s) are required of Eschelon under each testing option and each install option? Without (documented) answers to such questions, both companies lose productivity due to misunderstandings and lack of information.</p>	<p>Qwest should either identify the appropriate people within its organization who can answer these questions or, if none, identify the answers, document them, and train personnel accordingly. As quickly as possible, Qwest should provide Eschelon with detailed training, instructions, and documentation. Eschelon recommends direct communication between the business units on these issues. Both companies will then better understand the issues and solutions. If answers are being developed, Qwest can benefit from Eschelon's CLEC perspective and Eschelon will then receive information that meets its needs.</p>
			<p>Steve Fleming identified issue to Judy Ruxa during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Eschelon has indicated that they do have an understanding of the five standard installation options for unbundled loops and have indicated that these ADSL loops will probably be ordered as basic installation with performance testing. Outstanding questions would be about what specific tests are run, what the results look like and how the results would be delivered to eschelon.</p> <p>To be discussed with UBL product managers on 2/22/01</p>

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High	2	<p>To obtain accurate and complete pre-qualification results from Qwest as part of the FOC confirmation to ensure that both companies have a common understanding of the status.</p>	<p>It is Eschelon's understanding that Qwest is required to perform an IMA ADSL pre-qualification for each order that Eschelon submits and include the pre-qualification results on the FOC confirmation. This pre-qualification confirmation is important because it verifies Eschelon's pre-qualification results and thus avoids expending resources based on incorrect information. Eschelon's experience is that Qwest does not always provide the pre-qualification result in the FOC confirmation.</p>	<p>Qwest should institute processes that ensure that accurate pre-qualification results will be included in each FOC confirmation. These results should include complete information on loop make-up (such as loop length, insertion loss and pair gain). If the order is rejected, Qwest should provide a written explanation of why the line is not qualified so Eschelon can determine if the customer qualifies for a different level of DSL, such as HDSL.</p>	<p>Steve Fleming Identified Issue to Judy Rice during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Eschelon has available two tools for loop qualifying: 1) IMA xDSL loop qualifier and 2) raw loop data tool. Both tools provide complete loop make-ups which allow the co-providers to determine which type of DSL to order (if any). The Qwest prequalifying is done from the same databases that Eschelon has visibility to through the above two tools so any FOC'd information is identical to information that Eschelon already has available to them.</p> <p>Further discussion of FOC requirements can be discussed in meeting with provisioning center personnel.</p>
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High	4	<p>To improve efficiency and avoid billing disputes by establishing effective ADSL loop acceptance processes and procedures. This will avoid billing disputes that may occur if Qwest bills for installing or disconnecting lines that have been delivered but do not meet the qualifications for ADSL.</p>	<p>The process for ordering ADSL qualified loops is inefficient and thus is causing productivity loss for both Eschelon and Qwest. For example, Qwest requires Eschelon to verbally "accept" a loop via a phone call to the Eschelon provisioner after Qwest installs the loop. If Eschelon's provisioner is not available at the time Qwest calls, Qwest puts the order in "jeopardy" status which sends the loop back into the installation process and Eschelon must wait at least 5 days for the loop to be reinstalled. If the Eschelon provisioner is available when Qwest calls to have a loop accepted, Qwest requires Eschelon to accept the loop before Eschelon has the opportunity to conduct its own testing to ensure the loop works for ADSL. Since the testing performed by Qwest does not confirm that the loop is ADSL qualified but only that the loop works for voice, it is imperative that Eschelon be able to test whether the loop is acceptable before being required to accept the loop from Qwest.</p>	<p>Qwest should deliver an ADSL qualified loop to Qwest without requiring immediate acceptance by Eschelon. The loop acceptance process should provide time for Eschelon to test the loop before accepting or rejecting it.</p>	<p>Steve Fleming identified issue to Judy Rube during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Issue to be address at 2/22/01 meeting with UBL product management.</p>
High	5	<p>Many loops that are delivered are not ADSL qualified. See number 4 above.</p>	<p>Qwest should pre-test loop before delivery to ensure loop is ADSL capable and in good working order.</p>	<p>Steve Fleming identified issue to Judy Rube during November.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>To be discussed at 2/22/01 meeting.</p>	

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CONTAINS TRADE SECRET DATA

Priority # Objective

Opportunity/Issue

Recommendation/Proposal

Next Steps/Action Items
[With Owner & Due Date] or
Resolution & Date Resolved

High	6	<p>To more clearly identify and define Qwest's pricing to avoid wasting resources on trying to locate this information and resolving billing disputes.</p>	<p>Need to verify Qwest's DSL pricing to Eschelon for any components for which Qwest believes there is a charge.</p>	<p>Eschelon has presented an example of pricing to Qwest on 01/11/01. Qwest should confirm Eschelon's understanding or discuss any questions raised. The three components that Eschelon identified are: (1) recurring unbundled loop rate; (2) one-time installation fee; and (3) loop conditioning, in some states and under some circumstances. Eschelon has asked Qwest to define the installation options and clarify under what circumstances ordering of each type is appropriate. Eschelon has asked Qwest to identify the basis for any loop conditioning charges (and in which state). Qwest should provide a list of the specific prices it believes apply in each state in which Eschelon operates.</p>	<p>On 01/11/01, Eschelon presented an example of DSL rates for on-net ADSL qualified loops with questions.</p> <p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Unbundled loop rates matrix provided on 2/20/01.</p>
High	7	<p>To determine acceptable standards for on-net DSL provisioning to ensure reliable, quality service</p>	<p>Eschelon and Qwest should agree on acceptable standards for provisioning DSL by creating and tracking measurements for due date intervals, number of missed due dates, held order percentages, repair time frames, order cancellation percentages, etc. Setting such benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve DSL service within both organizations.</p>	<p>Eschelon asks Qwest to agree to create and track such measurements.</p> <p>For all intervals/measures, a structure or process, such as a process for financial incentives, needs to be established to increase the likelihood that the interval will be met and compensate Eschelon when it is not met.</p>	<p>By 1/23/01, Steve Fleming to arrange meeting with Qwest to discuss issues on this list.</p> <p>Tina Shiller currently tracks analog DS0 unbundled loops. Can her system also track the ADSL compatible loop orders?</p>

Total Issues	7	High Priority Issues	7
Outstanding Issues	7	Medium Priority Issues	0
Closed Issues	0	Lower Priority Issues	0

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SLIP SHEET

on site —

TRIAL AGREEMENT

This Trial Agreement (the "Agreement") is entered into by and between QWEST Corporation (formerly U S WEST Communications, Inc.) ("QWEST") and Eschelon Telecom, Inc. (formerly Advanced Telecommunications, Inc. dba Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intelcom, Inc.) (collectively "Eschelon"). On a Trial basis, QWEST and Eschelon (collectively the "Parties") have agreed to locate a dedicated provisioning team at Eschelon's facility at 511 11TH Avenue South, Suite 340, Minneapolis, MN 55415 (the "Facility"), and Eschelon has agreed to pay the incremental and extraordinary costs associated with the dedicated provisioning team.

Eschelon agrees to be a Trial Participant for the QWEST Market Trial ("Trial") of the Products and Services that are set forth on Attachment 1 (collectively, the "Services"), which is incorporated herein by this reference. Section 3 of Attachment 1 provides an overview of the Trial and describes goals of the Trial.

Eschelon understands and acknowledges that the Agreement is a Trial, and that this Trial does not commit either Party to provide a dedicated provisioning team outside the context of the Trial or to continue providing a dedicated provisioning team after conclusion of the Trial. Eschelon also understands and acknowledges that, other than this Agreement, there is no legal, regulatory, or contractual requirement that QWEST locate a dedicated provisioning team at a competitive local exchange provider's facility. This Trial will be conducted under the following Terms and Conditions, including Attachment 1.

1. **ABOUT THE SERVICE.** The respective responsibilities of QWEST and Eschelon are described in Attachment 1.
2. **TERM.** The Parties have agreed that this Agreement is effective as of May 1, 2000 and will expire one (1) year from this date.
3. **PAYMENT AND CHARGES.**
 - 3.1 Eschelon shall pay QWEST the sum of \$9,206 each month for the term of the Agreement. Such charges do not include applicable taxes imposed by law.
 - 3.2 Eschelon shall pay each bill thirty days after receipt of the invoice. Late payments are subject to a charge of one and one-half percent (1-1/2%) per month, or the maximum allowed by law, whichever is less.
4. **TERMINATION.** Either Party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other Party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement.
5. **LIMITATION OF LIABILITY.** QWEST SHALL NOT BE LIABLE TO ESCHELON FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, OR LOSS OF INFORMATION OR DATA. IN NO EVENT SHALL

QWEST LIABILITY TO ESCHELON FOR ANY DAMAGES RELATED TO SERVICE EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT THAT WOULD HAVE BEEN CHARGED TO ESCHELON FOR SERVICE NOT PERFORMED OR IMPROPERLY PERFORMED. REMEDIES OF ESCHELON UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6. **PERSONAL INJURY; PROPERTY DAMAGE.** Each Party shall be responsible for any actual physical damages it directly causes in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED HOWEVER, THAT, EXCEPT AS PROVIDED IN SECTION 4.2.1.4 OF ATTACHMENT 1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, OR LOSS OF INFORMATION OR DATA.
7. **DISCLAIMER OF WARRANTIES; LIMITED REMEDY.** QWEST MAKES NO WARRANTY OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event of an error, delay, defect, breakdown, or failure in Service or QWEST platform, QWEST's sole obligation shall be limited to the use of reasonable diligence under the circumstances to restore Service. Eschelon's sole and exclusive remedy in the event of an error, delay, defect, breakdown or failure in Service shall be limited to a daily prorated credit of any monthly service fee Eschelon paid for Service during the period of said event. No credit shall be available for difficulties such as Eschelon equipment failure, slow dial tone, busy circuits, any local telephone company or long distance company network failures or other causes beyond QWEST's reasonable control. Nothing in this section in any way affects or limits the rights Eschelon has under other agreements with QWEST or in consequence of any statute, regulation, or rule to service quality and performance guarantees, credits, penalties, or compensation of any kind.
8. **UNCONTROLLABLE CIRCUMSTANCES.** Neither Party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.
9. **CONFIDENTIALITY, PRESS RELEASES.** The terms of this Agreement are confidential, contain trade secret information and shall not be disclosed unless pursuant to a lawful Order compelling such disclosure. In such event that production is compelled, neither Party shall disclose the terms of this Agreement without first notifying the other Party. Neither Party shall use the other's name in any press releases, sales promotions, or other publicity matters relating to the Trial or the Services without written approval from the other Party. Nothing in this section in any way affects or limits rights and obligations of the Parties relating to confidentiality and nondisclosure under other agreements with one another.

10. **DISPUTE RESOLUTION.** If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the then-current rules of the American Arbitration Association ("AAA"). A single arbitrator engaged in the practice of law and knowledgeable about the subject matter of the dispute shall conduct the arbitration. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Minneapolis, Minnesota metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).
11. **LAWFULNESS.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any provision not in compliance is void. This Agreement shall be governed by the laws of the state where Service is purchased.
12. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the Parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
13. **HUMAN RELATIONS.**
- 13.1 Eschelon will not attempt to manage, supervise, or otherwise direct the performance of QWEST employees, including the Coach and the Service Delivery Coordinator ("SDC").
- 13.2 Eschelon agrees that during the term of the Agreement and for a period of 12 months thereafter, without the prior written consent of QWEST, Eschelon will not actively solicit for employment any employee of QWEST, including the Coach and SDC, working in its Facility.
- 13.3 Eschelon agrees that it will abide by and support in every respect the QWEST Code of Conduct, related policies and procedures, and applicable state and federal laws, as the same relate to the working conditions of the Coach and the SDC working in its Facility. Eschelon's agreement to so abide specifically includes but is not limited to the QWEST Non-Discrimination, Workplace Violence, Sexual Harassment, and Safety and Hygiene policies, abbreviated copies of which are attached as Attachment 2.
14. **RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION.** Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any

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environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

15. GENERAL.

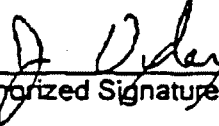
- 15.1 Eschelon shall not assign or transfer any interest in this Agreement without the prior written consent of QWEST, which consent shall not be unreasonably denied or delayed. QWEST may assign or transfer this Agreement to any parent, subsidiary, successor or affiliated company without the prior written consent of Eschelon.
- 15.2 This Agreement constitutes the entire understanding between Eschelon and QWEST with respect to the Service provided herein and supersedes any prior Agreement or understanding(s).
- 15.3 If either Attachment conflicts with any terms or conditions stated in the body of this Agreement, this Agreement shall govern the Parties' relationship with respect to such conflict. If the terms and conditions of this Agreement conflict with any other document, the terms and conditions stated in this Agreement shall govern the Parties' relationship with respect to such conflict.
- 15.4 This Agreement benefits Eschelon and QWEST. There are no third Party beneficiaries.
- 15.5 Failure or delay by either Party to exercise any right, power, or privilege hereunder, will not operate as a waiver hereto.
- 15.6 If a Party returns this Agreement by facsimile machine, the signing Party intends the copy of this authorized signature printed by the receiving facsimile machine to be its original signature.

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16. EXECUTION. The Parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement as of the latest date shown below.

Eschelon Telecom, Inc. (formerly
Advanced Telecommunications, Inc. dba
Cady Communications, Inc., Cady
Telemanagement, Inc., American
Telephone Technology, Inc., Electro-Tel,
Inc. and Intellicom, Inc.)

QWEST Corporation (formerly U S
WEST Communications, Inc.)



Authorized Signature



Authorized Signature

J. Jeffery Oxley

Name Typed or Printed

Jasmin T. Espy

Name Typed or Printed

Executive Director - Law and Policy

Title

Vice President - Marketing

Title

7/14/00

Date

7-21-00

Date

730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

Address for Notices

Elizabeth J. Stamp
1801 California Street, Suite 2410
Denver, CO 80202

Address for Notices

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**ATTACHMENT 1
TO
TRIAL AGREEMENT**

1. **PARTICIPANT'S NAME.** The Participant is Eschelon Telecom, Inc. (formerly Advanced Telecommunications, Inc. dba Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc. and Intelcom, Inc.).
2. **PARTICIPANT'S LOCATION(S).** The location for the Trial shall be 511 11th Avenue South, #340, Minneapolis, MN 55415 (the "Facility").
3. **TRIAL OVERVIEW AND GOALS.**

During the Trial, subject to the parameters outlined below, QWEST will locate a provisioning team, consisting of at least two QWEST employees, at the Facility. Though the activities performed by these employees will not differ from the activities these employees would perform on any CLEC's behalf at a QWEST service center, the QWEST employees will perform such activities at the Facility for the term of the Trial.

The goals of the Trial include, but are not limited to, the following three items. The first goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers would be feasible, given the logistics of providing provisioning support on a broad scale. The second goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers has the potential to significantly reduce the number of errors in orders submitted by customers. The third goal is to evaluate whether offering dedicated provisioning teams at customer locations outside of QWEST service centers, when compared to existing provisioning support arrangements, has the potential to facilitate the resolution of service and provisioning issues.

4. **THE TRIAL.** The Trial shall consist of the Services as set forth in this Section 4.

4.1 Facilities and Equipment

4.1.1 Eschelon shall provide the following facilities and equipment so QWEST can provide the services identified in this Agreement.

4.1.1.1 Eschelon will provide to QWEST a secured office at the Facility. The office will have a lock on the door. Eschelon will not have a key to the secured office at the Facility. The QWEST Coach and SDC will be the only people with a key to the secured office.

4.1.1.2 Eschelon will provide office furnishings, including desks and chairs, for the office. Eschelon will provide power for the office.

4.1.1.3 Eschelon will provide 5 telephone lines (with long distance functionality), 2 telephone sets, and a dedicated facsimile machine for QWEST's use.

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- 4.1.1.4 Eschelon will provide badges for the Coach and the SDC. These badges will provide access to the two main doors at the Facility from 6:30 am to 6:30 pm.
- 4.1.1.5 Eschelon will provide parking at the Facility free of charge.
- 4.1.2 QWEST shall provide the following equipment so it can provide the services identified in this Agreement.
 - 4.1.2.1 QWEST will provide 2 computers and 2 printers solely for the use of the Coach and SDC.
 - 4.1.2.2 QWEST will install the computers in the secured office provided by Eschelon and connect the computers via dial-up access to appropriate QWEST systems.

4.2 Duties and Services

- 4.2.1 Eschelon shall perform the following activities:
 - 4.2.1.1 Eschelon will perform normal order provisioning activities (i.e., order issuance, order updates, and error resolution).
 - 4.2.1.2 Eschelon will escalate and seek the expedition of orders/repairs as it considers appropriate.
 - 4.2.1.3 Eschelon and QWEST will consider the adequacy of assigned human resources every ninety (90) days.
 - 4.2.1.4 Eschelon recognizes that QWEST has an obligation to protect the confidentiality of the data in its computer systems. Eschelon agrees that it shall not, under any circumstances, attempt to access the computers provided by QWEST that allow access to QWEST's computer systems. Inappropriate or unauthorized access by Eschelon to QWEST's computer systems through the computers provided by QWEST is grounds for the immediate termination of this Agreement with cause. Eschelon further agrees to release, indemnify, defend and hold harmless QWEST from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the breach of this section by Eschelon or any its officers, directors, employees, agents, or subcontractors.

4.2.1.5 Eschelon agrees to hold in strict confidence all Confidential Information received from QWEST as a result of this Agreement and to use such information solely for the purposes of this Agreement. Eschelon agrees to treat such Confidential Information as confidential unless otherwise agreed to in writing by both parties. In handling the Confidential Information, Eschelon agrees: (a) not to copy any such Confidential Information; (b) not to make disclosure of any such Confidential Information to anyone; and (c) to appropriately notify its employees and subcontractors not to make disclosure of any such Confidential Information to anyone. The obligations set forth herein shall be satisfied by Eschelon through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Upon termination of this Agreement for any reason or upon request by QWEST, Eschelon shall return to QWEST all Confidential information received from QWEST as a result of this Agreement or certify that it has destroyed all Confidential Information received from QWEST as a result of this Agreement.

4.2.2 QWEST shall perform the following activities:

4.2.2.1 QWEST Coach shall participate on conference calls between Eschelon and QWEST as appropriate.

4.2.2.2 The QWEST Coach and SDC shall investigate on a daily basis:

- Reject and other issues arising from Eschelon provisioning activities
- Orders that have not been issued/typed by QWEST
- Confirm information for Firm Order Commitments
- Outstanding issues such as CRM, customer notifications and other issues with QWEST representatives.

4.2.2.3 The QWEST Coach and SDC shall collect data for Eschelon's pending orders.

4.2.2.4 The QWEST Coach and SDC shall use the data to conduct root cause analysis and identify trends for issues, including:

- Order Provisioning Issues (orders, interaction with center processes, policies)
- Request Rejects
- Line Validation (PIC issues, conversions, features)
- Billing Inquiries (including verifying Eschelon CSRs)
- Escalations/expedites
- Chronic Repair and Service Issues (as they relate to order provision functions)

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- FOC timeliness
- Order timeliness/completion

4.2.2.5 The QWEST Coach and SDC shall use the data, root cause analysis and identified trends to:

- Recommend training (as appropriate) to QWEST and/or Eschelon
- Propose process/policy change (as appropriate) to QWEST and/or Eschelon
- Present quarterly reviews of the on-site team's status, successes, and failures to senior management of both Eschelon and QWEST
- Recommend action plans to senior management of both Eschelon and QWEST
- Implement action plans approved by senior management of both Eschelon and QWEST
- Provide feedback (as appropriate) to QWEST and/or Eschelon

4.2.2.5 The QWEST Coach and SDC will act as a liaison with QWEST on other service and order provisioning issues that are not resolved through normal operations and provisioning processes.

4.2.2.6 The QWEST Coach and SDC will provide ongoing support to Eschelon in understanding QWEST's normal operating and provisioning processes.

4.2.2.7 On-Site Reporting:

- For the term of this Agreement, the QWEST Coach and SDC will report and be located at the Facility with occasional return to QWEST for meetings/ongoing training.
- The QWEST Coach or SDC will generally be available on-site during regular business hours.
- The QWEST Coach will provide a schedule to Eschelon to ensure that Eschelon is aware of the Coach's and SDC's planned availability.

4.2.2.8 QWEST and Eschelon will consider the adequacy of assigned human resources within sixty (60) days after this Agreement is signed.

4.2.2.9 QWEST agrees to hold in strict confidence all Confidential Information received from Eschelon as a result of this Agreement and to use such information solely for the purposes of this Agreement. QWEST agrees to treat such Confidential Information as confidential unless otherwise agreed to in writing by both parties. In handling the Confidential Information, QWEST agrees: (a) not to copy any such Confidential Information; (b) not

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to make disclosure of any such Confidential Information to anyone; and (c) to appropriately notify its employees not to make disclosure of any such Confidential Information to anyone. The obligations set forth herein shall be satisfied by QWEST through the exercise of at least the same degree of care used to restrict disclosure of its own information of like importance. Upon termination of this Agreement for any reason or upon request by Eschelon, QWEST shall return to Eschelon all Confidential information received from Eschelon as a result of this Agreement or certify that it has destroyed all Confidential Information received from Eschelon as a result of this Agreement.

4.2.3 QWEST shall not perform the following activities:

- 4.2.3.1 The QWEST Coach and SDC shall not perform normal order provisioning activities (i.e., order issuance, order updates, or error resolution).**
- 4.2.3.2 The QWEST Coach and SDC shall not perform account team functions (i.e., contract issues and negotiations).**
- 4.2.3.3 The QWEST Coach and SDC will not perform escalations or seek expedites on behalf of Eschelon; however, they will support Eschelon in the escalation and expedite process for orders/repairs.**

5. NOTICE. Each Party shall provide any and all notices required under this Trial Agreement to the other Party at the following address:

PARTICIPANT'S ADDRESS

J. Jeffery Oxley
Executive Director - Law and Policy
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

QWEST'S ADDRESS

Elizabeth J. Stamp
Director - Interconnect
1801 California Street, Suite 2410
Denver, CO 80202

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**ATTACHMENT 2
TO
TRIAL AGREEMENT**

Non-Discrimination

It is the policy of QWEST to provide equal employment opportunity for employees and applicants in connection with employment decisions. Unlawful discrimination against an individual based on race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran" status, or any other form of unlawful discrimination or harassment, is contrary to QWEST policy and strictly prohibited. Each QWEST employee is responsible for promoting a workplace free of unlawful discrimination. Because laws protecting an individual's right to non-discrimination based on sexual orientation only exist on a state or local basis, the Non-Discrimination Policy of the Company with respect to sexual orientation extends to all employees, regardless of whether or not a state or local law applies.

QWEST is committed to a policy of affirmative action to employ and to advance in employment minorities, women, qualified individuals with disabilities, special disabled veterans and veterans of the Vietnam War.

Generally, non-discrimination means making employment decisions without regard to a person's race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran status".

Examples of employment decisions include, but are not limited to: evaluating employees' performance; making recommendations on hires, transfers, and promotions; recommending discipline, corrective action and termination.

In some instances, a disability or a required religious practice may need to be taken into account when the individual is otherwise qualified. An individual may be disabled under Federal or state law if he or she has an ongoing physical or mental condition or impairment that substantially limits his or her life activities. A disability may, but does not necessarily, include ongoing conditions such as epilepsy, diabetes, HIV/AIDS, cancer, etc. The legal duty of nondiscrimination may include a duty to make a reasonable accommodation.

Harassment on the basis of race, gender, age, sexual orientation, religion, national origin, disabilities, or "covered veteran" status will not be tolerated and can be illegal. Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to a basis described above can constitute harassment.

Written or graphic material placed on walls, bulletin boards or elsewhere in the employer's premises, or circulated in the workplace that denigrates or shows hostility toward an individual or group on the basis described above can also constitute harassment.

If you have a violation to report, or if you feel that you have been discriminated against, you should contact your supervisor or manager, the EEO Hotline (1-800-336-4636), or the Human Resources Department.

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Retaliation against an employee who complains about or reports discrimination or who participates in an investigation concerning alleged discrimination is prohibited.

Not only must managers and supervisors conduct themselves in a manner consistent with this policy, they are also responsible for establishing and maintaining a work environment free of unlawful harassment and unlawful discrimination. Managers and supervisors must identify potential incidents of discrimination immediately and report them to the EEO Hotline (1-800-336-4636) or Human Resources.

The interpretation and examples in this policy are illustrative and not intended to be all-inclusive.

Workplace Violence

Employees shall not use violence or threats of violence at work.

QWEST prohibits violence or threats of violence at work. This prohibition includes threatening language, both verbal and written, threatening gestures or behavior, and/or actual physical fighting by any employee. Firearms and/or weapons of any kind are prohibited on Company property, in the work place, in Company vehicles or in an employee's possession while on Company property or on Company business. It is the responsibility of each employee to be aware of, and to adhere to, this policy and report any violations to the appropriate management representative.

Management is responsible to take appropriate action whenever threats of violence or physical violence are observed by or reported to management.

Safety & Industrial Hygiene

QWEST recognizes the importance of providing employees with a safe and healthful workplace free of recognized hazards. To accomplish this, QWEST aims to conduct its operations in a manner that reasonably minimizes the risk of occupational injury and illness, reasonably minimizes property damage, and complies with applicable laws and regulations. In addition, QWEST adopts detailed compliance plans for managing safety risks as necessary.

Employees must understand and adhere to all applicable occupational safety and health requirements, and promptly report unsafe acts, hazardous conditions, or suspected violations of the law.

The rules for QWEST operations and state and federal occupational safety and health laws are complex, and your Environmental Health and Safety (EHS) group has developed detailed compliance plans for various tasks and operations. These plans help managers and employees understand what their occupational safety and health responsibilities are.

Employees must be aware of occupational safety and health requirements, and be alert and responsive to potential violations and hazards. Each QWEST employee must understand and follow those detailed compliance plans that apply to their work and should seek training and

help where necessary. Employee compliance and reports of hazards are vital to making QWEST an even safer place to work.

Employees must immediately obtain the approval of their EHS group prior to allowing any governmental agency, including the Occupational Safety and Health Administration (OSHA), access to Company facilities. If served with a subpoena or search warrant or if a serious accident occurs involving multiple injuries or a fatality, your EHS group and the EHS lawyer in the QWEST Law Department must be contacted immediately. In either case, call UniCALL 800-654-2525.

Sexual Harassment

Sexual Harassment, a form of sex discrimination, is illegal, contrary to QWEST policy, and strictly prohibited. Each QWEST employee is responsible for promoting a workplace free of unlawful sexual harassment.

Unlawful Sexual Harassment: The federal government has defined sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors. Examples of sexual harassment are: unsolicited verbal sexual comments or jokes; subtle pressure for sexual activity; repeated unwelcome flirtations, advances or propositions; graphic remarks about a person's body or sexual activities; or patting, pinching or unnecessary touching.

Sexually oriented gestures, noises, remarks or rumors about a person's sexuality or sexual experience directed at or made in the presence of any employee can be sexual harassment. Engaging in such behavior is unacceptable, whether at the workplace or at any work-related setting outside the workplace, such as a business trip or business-related social event.

Displaying pictures, reading or viewing posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, can also be a form of sexual harassment, and, in any event, is prohibited.

Managers and supervisors have special responsibilities with respect to this sexual harassment policy. Not only must managers and supervisors conduct themselves in a manner consistent with this policy, they are also responsible for establishing and maintaining a workplace free of unlawful sexual harassment. They must identify suspected incidents of sexual harassment

immediately to their assigned Human Resources Representative and/or the EEO Hotline (1-800-336-4636).

QWEST will not tolerate behavior in violation of this sexual harassment policy of, or by, non-employees, such as customers, dealers/contractors, visitors, or others.

Concerns will be reviewed and investigated as appropriate. Even conduct that does not rise to the level of unlawful sexual harassment may nonetheless constitute poor business judgment and be grounds for discipline.

If you believe that you have been subjected to sexual harassment, promptly contact either your supervisor, the Human Resources Department, or call the EEO Hotline (800/336-4636).

Trade Secret Data Ends]

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Held Order (Lack or Reuse of Facilities) Team.
- b. Notes of every meeting involving Qwest and the Held Order (Lack or Reuse of Facilities) Team.
- c. The number of hours spent (to date) by the Held Order (Lack or Reuse of Facilities) Team providing services to Qwest.
- d. A description of the work performed by the Held Order (Lack or Reuse of Facilities) Team.
- e. Any written document describing the work to be performed by the Held Order (Lack or Reuse of Facilities) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established a Held Order (Lack or Reuse of Facilities) Team based on work productivity and staffing availability. See Trade Secret Attachment A - Opportunities/Issues: Held Order, Including Lack or Reuse of Facilities.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota
Department of Commerce Against Qwest Corporation

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

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to
Qwest's Response to DOC Information Request No. 106:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 106 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 106 should be protected from public disclosure.

Opportunities/Issues: Held Orders, Including Lack or Reuse of Facilities

MINNESOTA
 EXHIBIT NO. P101C-02-197
 EX 02-106
 ATTENTION: A

Eschelon Implementation Team Members - Held Orders/Facilities		
Name	Role	Contact Information
Bonnie Johnson	Network Provisioning Manager (Primary Contact)	612-436-6218 bjohnson@eschelon.com
Tina Schiller	Manager of Test & Turn Up	612-436-6401 tmschiller@eschelon.com
Lynne Powers	Vice President, Provisioning and Repair	612-436-6642 lpowers@eschelon.com
Karen Clauson	Director of Interconnection	612-436-6026 kclauson@eschelon.com
Garth Morrisette	Manager of Regulatory Affairs	612-436-6223 gmmorrisette@eschelon.com

Qwest Implementation Team Members - Held Orders/Facilities		
Name	Role	Contact Information
Judy Rixe	Account Manager	612-663-5238 jrix@uswest.com
Matthew Rossi	CICMP	mrossi@uswest.com
Russ Irvig	TBD	218-723-5800

DATE: January 24, 2001

EVENTS/ACTIVITIES:

- April 2000: Eschelon asked Qwest to provide basis for rejecting orders based on lack or re-use of facilities.
- 8/30/00: Lynne Powers of Eschelon sent a letter to Qwest account team (Judy Rixe and Judy Tinkham) asking for Qwest's policy on lack or re-use of facilities and requesting specific information about application of that policy (see attached copy of letter)
- 9/28/00: Dave Kunde of Eschelon sent a letter to Qwest account team (Judy Rixe and Judy Tinkham) about situation in which Qwest made facilities available to its retail side when it would not provide facilities to Eschelon (see attached copy of letter)
- 9/29/00: Lynne Powers of Eschelon sent a letter to Qwest asking Qwest to provide a response to Eschelon's letter of 8/30/00 (see attached copy of letter)
- 12/8/00 & 1/2/01: Eschelon submitted 5 change requests to Qwest for consideration by the Co-Provider Industry Change Management Process (CICMP) (see attached summary of change requests)
- 12/20/00 & 1/17/01: Eschelon's Bonnie Johnson, Lynne Powers, and Karen Clauson participated in CICMP meeting to discuss change requests related to held orders

Priority # Objective

Opportunity/Issue

Recommendation/Proposal

Next Steps/Action Items
[With Owner & Due Date] or
Resolution & Date Resolved

<p>High</p> <p>1</p>	<p>Qwest to re-use facilities on all CLEC to CLEC conversions regardless of type of service (CR #5263137)</p>	<p>Qwest is spending a significant amount of revenue for processing held orders when the customers' existing facilities could be used to convert to a different local service provider.</p>	<p>Change Qwest policy and process to support the re-use of facilities on all conversions. Develop and communicate written methods and procedures for re-use of facilities.</p>	<p>Matt Rossi/Qwest, by 1/8/00: distribute info to CLECs to ensure all scenarios are covered by Qwest in internal meeting.</p> <p>Matt Rossi & Russ Irvig/Qwest, 1/11-12/00: Internal Qwest meeting</p> <p>Matt Rossi/Qwest, on 1/17/00: Report results of 1/11-12 meeting to CLECs; indicated Qwest will now allow re-use of facilities but has not yet established a process</p> <p>2/19/01: Qwest (Russ Irvig) to release process to CLECs</p>
<p>High</p> <p>2</p>	<p>Nondiscriminatory access to loop reclamation: Qwest to use currently used by Qwest Retail for CLECs/Escheion when a facility problem is identified on conversions for which the customer is converting from a facility based CLEC to Qwest (CR#5263569)</p>	<p>Qwest has indicated that it will not perform loop reclamation to prevent a CLEC order from going into held status. When an order goes into held status, the potential is significant for the end-user customer to lose service if Qwest fails to notify the CLEC to push the date out on the LNP and disconnect of the UNE loops. A Qwest retail customer would not lose service because Qwest uses the loop reclamation process by Qwest Retail.</p>	<p>Implement the process currently used by Qwest Retail for loop reclamation when a facility problem is identified. In the interim, change to process that states to push the date out 30 days on the LSR sent to the CLEC for porting when an order is held to cancelling the request for porting until a RFS date is obtained. (Example Hummingbird Floral)</p>	<p>Matt Rossi/Qwest, by 1/8/00: distribute info to CLECs to ensure all scenarios are covered by Qwest in internal meeting.</p> <p>Matt Rossi & Russ Irvig/Qwest, 1/11-12/00: Internal Qwest meeting</p> <p>Matt Rossi/Qwest, on 1/17/00: Report results of 1/11-12 meeting to CLECs; indicated Qwest will now perform loop reclamation but has not yet established a process</p> <p>2/19/01: Qwest (Russ Irvig) to release process to CLECs</p>

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High	3	<p>Install adequate facilities and reduce number of held orders (CR#5263637)</p>	<p>Through recurring rates, Qwest is being compensated for expanding its network to account for new growth. Qwest will build facilities for its own retail customers. (In Arizona arbitrations, for example, Qwest reported that it installs 3 lines per customer to anticipate growth.) However, Qwest will not do so for CLECs in similar situations. Qwest has rejected orders from Eschelon for the stated reason that "no jobs planned in the near future for this area." The orders are placed in held status indefinitely, with no date for completion. When asked about these rejections, Qwest indicated it believes it has no obligation to build. At the last CICMP meeting, Qwest again confirmed that it is Qwest's policy not to build additional LINES when Qwest is out of capacity, but Qwest will build for a retail customer's order. As indicated, however, Qwest is being compensated for such growth and would build for its own retail customer in the same situation. Because Qwest has access to this information for its planning purposes, parity requires that CLECs also have access to the same information for their planning purposes.</p>	<p>Please modify Qwest's practices to build in these situations and to provide notice to CLECs as to when held orders will be completed. In the meantime, until such processes are in place, please institute a process to provide to CLECs (perhaps through a website) a list of those areas for which Qwest has jobs planned, a list of areas for which no jobs are planned, and a description of the nature of the jobs planned. Modify Qwest's processes to ensure installation of adequate facilities and reduction in the number of held orders. Develop performance measurements and remedies to provide an incentive to Qwest to reduce held orders and decrease time required to provide facilities once held.</p>	<p>See events/activities for dates back to April 2000 when Eschelon has raised this issue.</p> <p>1/17/01: Qwest indicated that it will provide a written policy to CLECs by 1/31/01</p>
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<p>High</p>	<p>The FCC has said that "[t]he BOC must provide competitors with access to unbundled loops regardless of whether the BOC uses [IDLC] technology..." (BellSouth Second Louisiana 271 Order, ¶187 and SBC Texas 271 Order, ¶248.) The processes outlined in Qwest's IRRG are not consistent with this requirement. In some cases, Qwest does not identify that ITI is being used until the day of cut. When the discovery is made, Qwest may not dispatch a technician. Instead, Qwest delays the order or places it in held status. Qwest does so for all lines, even though facilities may be available for some of the lines. Please modify Qwest's processes to be consistent with the FCC's order. Also, please modify Qwest's processes to identify earlier (before the day of cut) that IDLC is being used. If use of IDLC is not identified until the day of cut, ensure that a technician is available to resolve the issue that day (rather than delaying the order). If Qwest indicates that it does not have facilities for all lines, change Qwest's processes so that the lines for which facilities are available may be installed (when the line configuration supports doing so).</p>	<p>4</p>
<p>Pair gain issues have been identified in numerous cutover meetings as a serious problem.</p> <p>1/17/01: Qwest indicated that the IRRG is outdated and will be updated. Qwest (Jerry Shypulski) indicated that he is investigating the issue of inadequate notice when pair gain is involved. He also indicated that, while Qwest prefers to look for copper first, Qwest will provide to CLECs information on unbundling of IDLC.</p> <p>Qwest needs to provide a date by which it will provide such information and processes.</p>	<p>Modify Qwest's processes to provide facilities, despite use of integrated pair gain (CR#5263671)</p>	<p>4</p>
<p>Pair gain issues have been identified in numerous cutover meetings as a serious problem.</p> <p>1/17/01: Qwest indicated that the IRRG is outdated and will be updated. Qwest (Jerry Shypulski) indicated that he is investigating the issue of inadequate notice when pair gain is involved. He also indicated that, while Qwest prefers to look for copper first, Qwest will provide to CLECs information on unbundling of IDLC.</p> <p>Qwest needs to provide a date by which it will provide such information and processes.</p>	<p>Modify Qwest's processes to provide facilities, despite Qwest's use of integrated pair gain (IDLC).</p>	<p>4</p>

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High	5	Develop and provide to Eschelon a process for ordering and use of Universal Digital Channels (UDC) (CR)	Identify when loops meet the qualifications for use of UDCs and under what circumstances UDCs can be used. For example, identify when UDC is a suitable alternative for serving a customer whose order would otherwise go into held status because facilities are unavailable or the customer is currently being served using Integrated Digital Loop Carrier (IDLC).	Develop and distribute methods and procedures for ensuring that the quality of service will not be adversely affected due to use of UDC and, if quality is adversely affected, restoring the customer's quality of service. If costs are associated with UDC, identify those costs.	August-October 2000: An Eschelon end-user customer complained to the MN PUC regarding a situation that was ultimately addressed by using UDC. Qwest either had no process in place or did not communicate it to Eschelon. 1/17/01: Qwest indicated that it has been using UDC and made doing so part of a process in approximately August of 2000. Lynne Powers indicated that CLECs need to advise them the policy/UDL will affect intervals. Qwest agreed to provide a policy to CLECs by 1/31/01.
High	6	Timely and accurate held order notification for resale/UNE-E.	In many cases Eschelon is not notified of facility problems on order activity that includes, new installs, moves and conversions from another CLEC that creates new facilities.	Identify gaps in the existing process for held order notification to determine if new process is required or the existing process is not being followed. Notification of held order via E-mail rather than VM. Eschelon has had many situations where Qwest has indicated a call was made when we did not receive it. In addition, when a held order is identified and the request is porting in numbers from another CLEC, timely notification to that CLEC should take place. This will require Qwest's held order and provisioning units to communicate more closely.	1/24/01: Karen Clauson asked Qwest by email for proposal as to how to proceed, if Qwest does not want to create a team to meet with Eschelon on these issues
High	7	Timely and accurate held order notification for on-net.	In many cases Eschelon is not notified of facility problems on order activity that includes, new installs, moves, conversions from another CLEC that creates new facilities and IDLC until the day of cut or after the due date has passed.	Identify gaps in the existing process for held order notification as it relates to UNE loops. Rather than Qwest performing significant systems changes to FOC after RID, develop a process where the CLEC is notified immediately when RIS is not met. Given that the FOC is sent to the CLEC before RID is met, a timely notification of facility issues or IDLC is even more critical.	1/24/01: Karen Clauson asked Qwest by email for proposal as to how to proceed, if Qwest does not want to create a team to meet with Eschelon on these issues
High	8	To determine acceptable standards related to held orders to ensure reliable, quality service	Eschelon and Qwest should agree on acceptable held order standards. Setting benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve service within both organizations.	Eschelon asks Qwest to agree to create and track such measurements For all intervals/measures, a structure or process, such as a process for financial incentives, needs to be established to increase the likelihood that the interval will be met and compensate Eschelon when it is not met.	1/12/01: Eschelon provided Qwest with example of a report card with such measurements 1/26/01: Eschelon and Qwest to meet in Denver regarding quality of service issues, including measurements

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State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Network (Interconnection Trunking, etc.) Team.
- b. Notes of every meeting involving Qwest and the Network (Interconnection Trunking, etc.) Team.
- c. The number of hours spent (to date) by the Network (Interconnection Trunking, etc.) Team providing services to Qwest.
- d. A description of the work performed by the Network (Interconnection Trunking, etc.) Team.
- e. Any written document describing the work to be performed by the Network (Interconnection Trunking, etc.) Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

- a. This team simply required education on the issues, no further follow-up was needed.
- b. Notes have not been retained.
- c. 2-3 meetings lasting 1-2 hours each.
- d. Team identified issues, discussed procedures and policies and clarified positions. Issues addressed included, but were not limited to the following: SPOP, LIS trunking, DIXIE reports, and forecasting.
- e. See Trade Secret Attachment A.

Respondent: Tina Colvin

**TRADE SECRET/PRIVILEGED INFORMATION
CLASSIFICATION RATIONALE**

State: Minnesota

Description/Title of Information: In the Matter of the Complaint of the Minnesota Department of Commerce Against Qwest Corporation

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

Trade Secret/Privileged Information Rationale for TRADE SECRET Attachment A to Qwest's Response to DOC Information Request No. 107:

TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 107 contains information that is considered TRADE SECRET because it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. For this reason, TRADE SECRET Attachment A to Qwest's response to DOC Information Request No. 107 should be protected from public disclosure.

Opportunities/Issues: NW Interconnection

ESCHELON: Kris Nandakumar (612 436 6441) [Primary Contact], Renga Muthukaruppan (612 436 6226), Marcel Stanasel (612 436 6449), Doug Frey (612 436 6219), Dave Patterson (612 436 6603), Satish Thwari (612 436 6669), Gerry Boeke (612 436 6614), Garth Morrisette (612 436 6223), Ellen Gavin (612 866 7876)

QWEST: Judy Rixe (612 663 5238), Bill Fellman (612 663 1743), Pat Levene (612 663 6265)

DATE: 1/16/01

EVENTS/ACTIVITIES SINCE 12/8/2000:

- 1/15/01 -- Karen again requested that Qwest expedite and resolve implementation of SPOP in Seattle.
- 1/12/01 -- Karen requested that Qwest expedite and resolve implementation of SPOP in Seattle.
- 12/14/2000 -- Judy Rixe provided the process to implement SPOP in Seattle to Karen Clauson over voice-mail
- 12/14/2000 -- Karen asked for further clarification from Judy about disconnect process for IntraLATA toll group.
- 12/15/2000 -- Judy sent an e-mail clarifying the above.
- 12/20/2000 -- Doug Frey's group has ordered SPOP trunks to Aberdeen Tandem for SPOP.

PROGRESS HIGHLIGHTS SINCE 12/8/2000:

- 12/8/2001 - Verified routing of Northberd calls from Bellevue.
- 12/15/2001 - Qwest (Judy Rixe) confirmed no SPOP conversion charges.
- 1/2/2001 - Qwest (Linda Miles) confirmed that Eschehn doesn't need an amendment for SPOP product.
- 1/2/2001 - Information about Qwest co-provider web based training for LNP, LIS Trunking, and Unbundled Elements received.
- 1/11/2001 - SPOP order under process in Qwest for Seattle IXC (STKWAA06C91)

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MINNESOTA
DOCKET NO. M21A1-02-197
DOC 02-107
ATTACHMENT A

Last Updated - 02/20/01 at 8:45 AM by Kris Nandakumar

Opportunities/Issues

Priority #	Objective	Opportunity/Issue	Recommendation/Proposal	Next Steps/Action Items [With Owner & Due Date] or Resolution & Date Resolved
Urgent 1	To obtain the same service from Qwest for Eschelon customers that Qwest provides to its own customers. Eschelon ported customers should have dialing parity with Qwest customers, including local calls that cross state boundaries.	In some cases, Eschelon customers can't call certain local areas as local (e.g. Bellevue, Seattle to North Bend Seattle) even though Qwest customers are able to.	Qwest should offer SPOP product expeditiously to Eschelon to enable local call access to all Qwest local areas and should require Eschelon to trunk to only one access tandem in the LATN.	2 meetings (10/26/2000 and 11/29/2000) held with Qwest. No resolution & issue received from Judy Rixe on 12/15/2000 on disconnect issues. Karen Clausen sent e-mails to Judy Rixe on 1/12/ and 1/15 requesting that issue be expedited and resolved immediately. Judy Rixe to respond immediately. Owner: Kris Nandakumar DD: 1/2001
Urgent 2	Same as Item number 1.	Eschelon's Shilwater, MN customers are unable to call Houston, WI as a local call even though Houston is included in the Qwest local calling area.	Eschelon proposes that SPOP should provide dialing parity with Qwest.	SPOP product management made available at two provisioning meetings. It has been determined that SPOP is not required in Seattle but will possibly be ordered in Denver. Issue closed. Discussed with Pat Levene on 1/4 and 1/11. Pat/Will to get back 1/15. Owner: Kris Nandakumar DD: 1/2001 Information for traffic to Houston, WI has been provided to Eschelon. Issue closed.

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Last Updated - 02/20/01 at 8:45 AM by Kris Nandakumar

High	3	To receive timely, qualified support from Qwest in planning and designing joint network and resolving network issues quickly.	Eschelon does not receive accurate, timely information needed to plan its network properly. For instance, the problem experienced in Bellevue could have been avoided if Qwest had informed Eschelon of Qwest's requirements when Eschelon informed Qwest of its plans for the Seattle market. Current Qwest resources are spread too thin and they are not able to adequately assist Eschelon. Web-site information is often out-dated and unreliable.	Qwest should provide a project manager for each new market Eschelon enters and to resolve problems in markets Eschelon currently serves. Qwest should also provide qualified experts for joint planning exercises and adequate access to network routing/translations experts to work with Eschelon's planning and engineering group.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Renga Muthukaruppan DD: 1/2/001 New "Services of Excellence" have indicated that new market launches will require more project management. Customer notification for new organizations is forthcoming. Issue closed:
High	4	To be able to obtain LIS trunking capacity for initial turn-up and for augments in a timely manner so that Eschelon can provide service to its customers without lengthy and costly delays.	Initial LIS trunk requests for Seattle and Phoenix and augments to IXC trunks in Minneapolis and Portland were held causing delays in switch turnup and potential for traffic blockage.	Qwest needs to provide capacity availability for planning purposes. Joint planning also needs to improve. Eschelon and Qwest should pro-actively look at alternatives (e.g. DEOTs). Instead of simply accepting Eschelon forecasts, Qwest needs to discuss them with Eschelon and share information necessary for planning. Qwest should commit to providing timely LIS trunking on LIS orders submitted pursuant to Eschelon's forecasts 99% of the time.	Joint planning is currently done on a quarterly basis. Qwest has been working with Eschelon already on ordering DEOTs at the time of market launch (i.e. Denver) and on capacity of orders at the weekends (Artery in similar quantities etc.) Next identification on further action items? By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2/001 To be discussed on 7/27/01 meeting with UBL product management. This issue, however, has also been brought up at the 1/26 Gamma trip meeting AND the 2/16 Pam Steyer's Advisory meeting. Need to make sure we are not doubling up our efforts.
High	5	To increase efficiency by setting up processes that ensure the delivery of DS1 capable loops that are in good working order.	A high percentage of the DS1 capable loops Qwest delivers cannot be turned up because of Qwest errors. The attachment gives current error rate and examples.	Qwest should pre-test loop before testing with Eschelon. Qwest tech should be on site when Eschelon is testing the loop. Eschelon proposes that a process be developed that is modeled after Analog coordinated cut.	

High	6	To increase efficiency by significantly reducing the number of TI held orders so that Eschelon may provide service to its customers without lengthy and costly delays.	A high percentage of TI orders Eschelon places with Qwest are placed in held status for various reasons. The attachment cites current statistics and examples.	Qwest should share its network capacity and bailout plan with Eschelon. Eschelon can provide forecasts similar to LIS forecasts on a Quarterly basis. Qwest needs to manage its network capacity better. Qwest should commit to a held order rate on TI orders of less than 2 percent.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DO: 1/2001 To be discussed on 2/22/01 meeting with UBL product management. This issue, however, has also been brought up at the 1/26 Dana Filip meeting AND the 2/16 Pam Steyora-Adberg meeting. Need to make sure we are not working up our clients
High	7	To obtain the same service from Qwest for Eschelon customers that Qwest provides to its own customers.	Qwest doesn't extend its facilities to the demarcation point in Minneapolis for Eschelon customers, but Qwest does so for its own customers. Eschelon cannot provide service to customers if Qwest will not provide facilities to the demarcation point. See the attachment for more detail.	Qwest should provide the same service to Eschelon customers that it provides to its retail customers and extend its facilities to the demarcation point.	Qwest does not extend services to the point of demarcation beyond the demarcation point. However, is not the responsibility of Qwest. A retail customer can purchase Qwest long distance service of inside wire by paying time and materials. We do not wholesale the long distance service. Issue closed.
High	8	To increase efficiency and put Eschelon customers in service in a more timely manner.	Currently it is taking 13 days for 25+ Direct Inward Dialing (DIDs) LNP orders to be processed by Qwest. This lengthy interval unnecessarily delays processing of Eschelon orders.	Analyse Qwest process and pursue shortening intervals. The LNP process should be on a shorter interval because the work to be completed is minimal. Qwest should commit to reducing LNP intervals for DIDs to 5 working days.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Kris Nandakumar DO: 1/2001 To be discussed at future meeting with provisioning center personnel.

Last Updated - 02/26/01 at 8:45 AM by Kris Nandakumar

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High	9	To obtain cross connects through a more efficient ordering process and at a better price.	Cross Connects are available only through the ASR ordering process and not the LSR ordering process. This increases both the cost and time to deliver the cross connects to Eschelon. Since cross connects are an unbundled transport element, they should be ordered through the LSR process.	Qwest should permit cross connects to be ordered through the LSR ordering process.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Karen Dawson/Doug Frey DD: 2/2001 To be discussed at future meeting with provisioning center personnel.
High	10	To obtain the ability to provide unbundled transport directly from any of Eschelon's collocated sites to Eschelon's central office (CO).	Qwest only offers unbundled dedicated interoffice transport (UDIT) between Eschelon's co-los. This adds to Eschelon's cost while causing operational difficulties.	Eschelon proposes that Qwest permit UDITs to run directly to the CO from any Eschelon co-loc site. Eschelon will pay a fair charge for this arrangement.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Saurish Thwarl DD: 1/2001 To be discussed at 2/22/01 meeting with UBL product management.
High	11	To establish a system for Qwest to timely notify Eschelon of all order/design changes.	When Qwest makes internal order or design change, an old order is cancelled and new order is created. Qwest does not inform Eschelon of the new order number and circuit identification number making it impossible for Qwest to test the circuit with Eschelon because the order and circuit identification numbers do not match between companies. The attachment provides examples of this problem.	There should be a formal notification process for Qwest to inform Eschelon when there is a change to an order. Qwest systems should cross reference old order information after a change is made.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2001 To be discussed at future meeting with provisioning center personnel
High	12	To increase efficiency by providing training to Eschelon/Qwest Employees so they understand Qwest product offerings and know how to properly implement Qwest systems and ordering processes	Qwest employees cannot always accurately explain Qwest product offerings or properly implement and explain Qwest systems and ordering processes.	All Eschelon/Qwest employees using Qwest ordering systems should receive adequate training on systems, the ordering process and Qwest product offerings.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Kris Nandakumar/Karen Dawson DD: 1/2001 To be discussed at future meeting with provisioning center personnel

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Medium	13	Avoid blocking and congesting Qwest's network.	Qwest provides "512" report often on a 2 month delayed basis. This report is used to Engineer Direct End Office Trunks. The DIXC interface would provide more up to date information for monitoring Eschelon's traffic on Qwest's network.	Eschelon proposes that Qwest offer DIXC interface to Eschelon. Qwest has provided the same access to MCI/Worldcom. This will help Eschelon monitor its customers' traffic patterns in Qwest network effectively and avoid blockage/congestion, etc.	Qwest Account Team has initially indicated that this is not available. By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Marcel Stanasi DD: 2/2/001
Medium	14	To institute bill and keep for terminating trunk charges.	For LIS trunks, Qwest charges terminating trunk charges. For the same trunks, Eschelon doesn't charge Qwest any trunk charges on its side.	Eschelon proposes that Qwest eliminate Terminating Trunk Charges and agree to bill and keep.	To be discussed with linking personnel. By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Satish Tiwari DD: 1/2/001 To be discussed with LIS linking personnel
Medium	15	To process ASR orders efficiently so that Eschelon's orders are not delayed.	Qwest's ASR review system is manual, not mechanized. Qwest doesn't review the rest of the order if a minor error is identified. This causes repeated ordering and delays. The attachment provides examples.	Qwest should renew the entire order before sending it back to Eschelon. This review and validation process should be mechanized in the order processing system.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2/001 To be discussed at future meeting with provisioning center personnel
Medium	16	To establish Qwest processes and procedures that ensure that Qwest does not disconnect facilities with traffic on them.	Qwest has disconnected Eschelon circuits with traffic on them on several occasions, delaying delivery of service to Eschelon's customers.	Qwest tech should monitor all circuits before disconnecting/canceling. Qwest should not disconnect/cancel any circuit with traffic on it. Qwest should always verify with Eschelon before the circuit is disconnected.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2/001 To be discussed at future meeting with provisioning center personnel

Medium	17	To establish Qwest processes that ensure customer orders are not canceled unless the customer requests cancellation.	Qwest cancels an order automatically 15 days after it sends the order back to Eschelon for further information and does not inform Eschelon that the order is canceled..	No order should ever be cancelled without a customer request.	By 1/19/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list. Owner: Doug Frey DD: 1/2001 To be discussed at future meeting with provisioning center personnel
18		To determine acceptable standards for network provisioning to ensure reliable, quality service.	Eschelon and Qwest should agree on acceptable standards for network provisioning by creating and tracking measurements for due date intervals, number of missed due dates, held order percentages, repair time frames, order cancellation percentages, etc. Setting such benchmarks would provide Qwest and Eschelon with the necessary mechanisms to improve network provisioning within both organizations.	Eschelon asks Qwest to agree to create and track such measurements. For all intervals/measures, a structure or process, such as a process for financial incentives, needs to be established to increase the likelihood that the interval will be met and to compensate Eschelon when it is not met.	By 1/23/01, Kris Nandakumar to arrange meeting with Qwest to discuss issues on this list.

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Opportunity/Issue ATTACHMENT

Issue # 5 DS1 and DS3 loops should be delivered with no errors 98% of the time. This is another area where Eschelon loses time on turning up circuits. In Minneapolis we have 38 orders where we have been able to do the initial test with Qwest. Out of the 38 circuits 17 of them had Qwest problems on the initial test. This is approximately 45%. It is hard to pinpoint one issue as the cause of this problem because the issues that cause this are so varied. Often we lose 2 to 3 days or more on these loops.

Examples:

Carrier Order #

N93270401 - Eschelon tested the loop on 12/7/00. The tests failed and it was reported to Qwest. Even though Eschelon stated that the trouble was on the Qwest side Qwest refused to accept responsibility. The Eschelon tech had to go to the CO and prove to the Qwest tech that the trouble was on the Qwest side. The issue was finally resolved on 12/20. We lost 10 business days on this order.

C82987261 - Eschelon tried to test this circuit on 12/18/00. We were unable to loop the NII. Eschelon reported the issue to Qwest but the issue was not fixed until 12/21.

Issue # 6 DS1 and DS3 circuit orders should not go into held status with Qwest as often as they do. Right now (in Minneapolis) out of 60 pending orders Eschelon has had 23 (38%) of them go held at Qwest for facilities. The 3 major reasons we are provided for the held orders are bad F1 pairs, bad F2 pairs and bad conditioned pairs. When these issues occur we lose several weeks on an order. Here are examples of orders that have gone held:

Carrier Order #

N94044673 - This order went held on 8/18/00 with a release date of 9/19/00. When Eschelon tried to test on 9/19/00 the Qwest tester notified us that the circuit had gone held again. Eschelon escalated with Qwest and was promised a due date by 9/25. Eschelon did not receive a due date from Qwest until 10/26/00. The due date that was received was for 12/11/00. Eschelon continued to escalate for a better due date until 12/5. On 12/5 Eschelon was provided a due date of 12/6. On 12/7/00 Qwest put the circuit back into held status for defective pairs and was not able to provide an estimated due date. On 12/13 Qwest provided a due date of 12/21. On 12/21 Qwest was not able to test the circuit good with Eschelon stating the problem was between the spot bay and the customer. As of 1/10/01 Qwest is still having problems with this circuit and has not successfully delivered the circuit.

C92580453 - This order went held with Qwest on 9/18 for bad F1 pairs. The release date Eschelon was provided was for 11/8/00. We continued to push Qwest for a better due date and on 10/27/00 we were given a due date of 11/1/00. When Eschelon called to test the circuit on 11/7 Qwest informed us that it was having hardware problems in the CO. (Qwest had a labeling issue in the CO). On 11/15 Eschelon checked with Qwest to see if the problem had been resolved and found it was not but Qwest felt it would be able to resolve the issue by 11/17. On 11/17 Qwest had not resolved the issue and the reason given was that it had to do some rewiring at the E panel in the CO and Qwest would not give an estimated due date. Eschelon again called to follow up with Qwest on 11/28 and found the issue still not resolved. Qwest stated that it w

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having problems with the contractor it had hired for the wiring. Qwest agreed to send one of its Techs out to correct the problem but would not give a date for repair. Eschelon called the field order group at Qwest on 11/29 to see if a date for repair was established but Qwest would only give an estimated due date of 12/12. On 12/12 the issue was still not resolved but Qwest did provide a date for the repair of 12/18. Eschelon was able to test the circuit to the NIU on 12/20.

Issue # 7 Carrier Order # N93000123

Qwest states it will not move or extend the NIU for any customer in Minneapolis. This customer, Merriam Park, has not been able to get service from anyone other than Qwest due to the distance they are from the Qwest NIU in the building. There is an NIU in the building closer to the customer site but Qwest will not wire to it. Unless Qwest wires to this NIU the customer will not be able to get service. Eschelon has requested from Qwest that the NIU be moved but Qwest refuses to do so.

Issue # 11 Qwest makes design changes to its orders but Eschelon is not notified. When Qwest makes a design change the order number and the circuit ID change. The problem with this comes when Eschelon tries to initiate testing on the circuit and we have the wrong order number and circuit ID. The Qwest tester is then unable to test with Eschelon because the order number and circuit ID Eschelon has are not accurate. Here are several orders where this has occurred:

Original order #	Original circuit ID
#1 N94049823	3/HCFU/61345/NW
#2 N92651305	3/HCFU/94681/NW
#3 N93141831	3/HCFU/947561/NW
New order #	New circuit ID
#1 N92651960	3/HCFU/1562071/NW
#2 N92651961	3/HCFU/1582081/NW
#3 N93190315	3/HCFU/947601/NW

Issue # 15 Qwest will not check entire ASR for errors before rejecting order. If one error is found, Qwest rejects the order without reviewing the rest of it to see if there are other errors that need correction as well. Qwest also rejects the order in situations where if the entire order were reviewed it would be clear that the order should not be rejected. This creates delays in the ordering process due to numerous supplements for each order. Here are examples where these delays have occurred:

1) Carrier Order # N92060261

A supplement for this order was sent to change the requested due date and to remove one of the numbers from being ported. Eschelon then realized that the number needed to be added as a billing telephone number (BTN) so an additional supplement was sent. Qwest rejected the order back to Eschelon stating that the number that we requested to add as the BTN was scheduled to port and Qwest could not make it the BTN. Eschelon called Qwest to inform it that we requested this number not be ported in a previous supplement. Qwest acknowledged that it was an error but still requested that Eschelon send another supplement requesting the same thing. This happened several times until Eschelon escalated to Ken Beck with Qwest. This order was delayed almost 2 weeks through this process.

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2) Carrier Order #'s C23239681-2, C00800318-9, C00017013-4

These orders were for Eschelon's IXC, local and toll trunking. Eschelon sent the orders to Qwest without the NPA/NXX because Eschelon did not have the codes yet. Eschelon asked Qwest to look over the orders and make sure that all the information on the orders was accurate so that when we did get the codes the orders would not be delayed and Qwest agreed. Eschelon sent the supplement for the NPA/NXX to be added to the orders. Several days later the orders were rejected because the CFA format we had submitted was incorrect (this was just a typo on our part) so Eschelon sent a supplement to correct. The orders were rejected again, this time for the NC code field. This happened 2 more times before the orders were corrected. This back and forth process could have been avoided if Qwest had reviewed the entire order for accuracy the first time it was submitted as requested by Eschelon. Each time this happens Eschelon loses 48 to 72 hours on the order and in many cases more.

Issue # 16 . The issue is that Qwest will cancel circuits if Eschelon has not tested and accepted within 30 days from the day they are ready. The problem is not with the policy, the problem is how Qwest goes about enforcing the policy. Qwest provisioning will send a letter shortly after it finds out Eschelon is not ready to test the circuit. The letter states that the circuit is in jeopardy of being canceled. This is the only communication Qwest initiates on the issue. It is not policy for Qwest to call before canceling the order. When the 30 days have passed and Qwest is going to cancel the order the Qwest provisioning group will call the Qwest tester to see if Eschelon had called to accept the circuit. If the Provisioning group is unable to get in touch with the tester or the tester does not call them back they will automatically cancel the order without any internal escalation. When the circuit order is cancelled the order goes to the Qwest techs in the field and they will pull down the cross connect. Qwest does not monitor the circuit to see if there is any traffic on it. Even if customers are on the circuit they will bring the circuit down. There are several things we can do to prevent this problem. First, we should receive a receipt/conformation from Qwest on every circuit that we accept. Second, Qwest techs should never disconnect a circuit that has live traffic on it

Here is an example of a circuit that was cancelled in error with testing going on:

Carrier Order #

C33179249 - This was a DS3 cross connect that we had accepted from Qwest but its records did not reflect that. We were in the process of running test patterns over this circuit overnight to make sure the circuit was good. When our techs went out to the site in the morning the circuit was gone.

C2-6650419

*AS 11/19
YH-3M19
(11-19-99)
11/19/99*

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Trade Secret Data Ends]

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the OSS Team.
- b. Notes of every meeting involving Qwest and the OSS Team.
- c. The number of hours spent (to date) by the OSS Team providing services to Qwest.
- d. A description of the work performed by the OSS Team.
- e. Any written document describing the work to be performed by the OSS Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established an OSS Team based on work productivity and staffing availability.

Respondent: Tina Colvin

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the Repair Team.
- b. Notes of every meeting involving Qwest and the Repair Team.
- c. The number of hours spent (to date) by the Repair Team providing services to Qwest.
- d. A description of the work performed by the Repair Team.
- e. Any written document describing the work to be performed by the Repair Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Qwest never established a Repair Team based on work productivity and staffing availability.

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By:

Date Requested: 03/22/2002

Date Response Due: 03/27/2002

REQUEST:

In Qwest's response to Information Request DOC 067.b in docket P421/DI-01-814, Qwest provided a list of "Eschelon Implementation and Consulting Teams." Please provide the following with respect to that list:

- a. The work product resulting from work performed by the UNE-P Team.
- b. Notes of every meeting involving Qwest and the UNE-P Team.
- c. The number of hours spent (to date) by the UNE-P Team providing services to Qwest.
- d. A description of the work performed by the UNE-P Team.
- e. Any written document describing the work to be performed by the UNE-P Team.

RESPONSE:

Qwest objects to this data request on the ground that it is overly broad and unduly burdensome. This response is continuing and Qwest will supplement it as information becomes available. Notwithstanding and without waiving the objection, Qwest states:

Discussions of UNE-P started as a working team between Eschelon and Qwest (not as one of the teams formed with the implementation plan). Weekly meetings were started in 2000 between Eschelon and Qwest to address ordering and product issues. Qwest had recently rolled out the product and there were many processes and procedures still under development. Representatives from Qwest included account team, service delivery and product management. Once Eschelon began ordering a different platform of lines, there was no focus on UNE-P as a product since it was no longer being ordered. The team did not have reason to meet any longer and UNE-P documentation, notes etc. were discarded.

Respondent: Tina Colvin

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P421/CI-01-1371 and P421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By: Ferguson, Sharon

Date Requested: 07/10/2002

Date Response Due: 07/18/2002

REQUEST:

Admit that the handwriting on Exhibit 12 to these request is that of Audrey McKenney.

RESPONSE:

The handwriting on Exhibit 12, which was a coversheet for draft scenarios used for internal discussions, is that of Audrey McKenney.

Respondent: Audrey McKenney

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P421/CI-01-1371 and P421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By: Ferguson, Sharon

Date Requested: 07/10/2002

Date Response Due: 07/18/2002

REQUEST:

Admit that the handwriting on Exhibit 13 to these requests is that of Audrey McKenney.

RESPONSE:

The handwriting on Exhibit 13, which was a coversheet for draft scenarios used for internal discussions, is that of Audrey McKenney.

Respondent: Audrey McKenney