

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition of Qwest
Corporation for Arbitration with Eschelon
Telecom, Inc. Pursuant to 47 U.S.C. Section
252 of the Federal Telecommunications Act of
1996**

Docket No. UT-063061

EXHIBIT BJJ-34

TO

REBUTTAL TESTIMONY OF

BONNIE J. JOHNSON

ON BEHALF OF ESCHELON TELECOM, INC.

DECEMBER 4, 2006

Matrix of Closed Language and CMP Activity in Related Time Period, if Any

Issue & Closed Language	Qwest Argument: Inappropriate for ICA; Use CMP	PCAT language, if any	Is the closed language substantively different from PCAT?	Was there CMP activity near in time or after the closure?
<p>Issue 4-5 – Definition of Design Change</p> <p>Closed Language:</p> <p>“Design Change” is a change in circuit design after Engineering Review required by a CLEC supplemental request to change a service previously requested by CLEC. An Engineering Review is a review by Qwest personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by CLEC. Design Changes may include a change in the type of Network Channel Interface (NCI</p>	<p><i>MN Joint Disputed Issues Matrix Filed 5/26/06 with Petition – Qwest’s Position Statement</i></p> <p>“Qwest agrees that there needs to be a common understanding of this definition, but this definition concerns a process that affects all CLECs, not just Eschelon. The entire purpose of CMP was to ensure that the industry (not just Qwest or one CLEC) is involved in creating and approving processes so that processes are uniform among all CLECs. Processes that affect all CLECs should be addressed through CMP, not through an arbitration involving a</p>	<p><i>Excerpt from: Provisioning and Installation Overview - V98.0</i></p> <p>“A design change is any change, which requires engineering review. Design changes include such things as a change of end user premises within the same serving wire center, the addition or deletion of optional features, functions or a change in the type of channel interface, type of Interface Group, or technical specification package.</p> <p>To further clarify the list includes, but is not limited to the following:</p> <p>Change of End User address in the same wire center</p> <p>Change of NC or NCI or NC1 codes</p> <p>Change of CFA which does not involve a change in the serving wire center or the MUXLOC</p> <p>Change slot of CCEA/SCCEA</p>	<p>Yes</p> <p><i>See also Excerpt from Qwest’s September 1, 2005 notice to Eschelon indicating that Qwest would begin to apply Design Change charges to unbundled loops (an Exhibit to the Testimony of Douglas Denney):</i></p> <p>“Qwest will commence billing CLECs non-recurring charges for design changes to Unbundled Loop circuits. Among the charges for the design change that will be billed, the following activities will generate a non-recurring design change charge per occurrence:</p> <p>Connecting Facility</p>	<p>No</p>

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code) on pending orders and changes in End User Customer address within the same Serving Wire Center requiring changes to facilities or terminations. Design Change does not include modifications to records without physical changes to facilities or services, such as changes in the circuit reference (CKR) (i.e., the circuit number assigned by CLEC) or Service Name (SN) (i.e., the name of the End User Customer at a circuit location).	single CLEC. Further, implementing a unique process for Eschelon that Qwest does not follow for other CLECs would require Qwest to modify its systems or processes and would cause Qwest to incur costs it is entitled to recover under the Act.”	Change of Channel Termination or Entrance Facility/Trunk where USOC remains the same Change of Trunk Signaling Change of Trunk Traffic Type Change of Trunk Point Code Change of Trunk Numbering” http://www.qwest.com/wholesale/clecs/provisioning.html	Assignments (CFA) change Circuit Reference (CKR) change CKL 2 end user address change on a pending LSR Service Name (SN) change NC/NCI Code change on a pending LSR” PROS.09.01.05.F.03204. Design_Chgs_Unbundld _Loop	
Issue 8-24: Section 8.2.3.9 – NEBS Standards Closed Language: 8.2.3.9 Qwest will determine and notify CLEC, in the manner described below, within ten (10) Days	<i>Hubbard WA Direct, at p. 45, lines 15-18</i> “Finally, Eschelon's proposed language would introduce a change to existing Qwest processes, and as I have testified above,	<i>Excerpt From: Collocation - General Information - V68.0</i> “If during Physical Collocation installation, Qwest determines your activities or equipment do not comply with the NEBS Level 1 safety standards, Qwest's Technical Publications or are in violation of	Yes	No

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<p>of CLEC submitting its Collocation application if Qwest believes CLEC's listed equipment does not comply with NEBS Level 1 safety standards or is in violation of any Applicable Laws or regulations, all equally applicable to Qwest. If CLEC disagrees, CLEC may respond with the basis for its position within ten (10) Days of receipt of such notice from Qwest. If, during installation, Qwest determines CLEC activities or equipment other than those listed in the Collocation application.....</p>	<p>CMP is the appropriate forum to consider changes that will impact all CLECs. . . .”</p>	<p>any applicable laws or regulations, all equally applied to Qwest installations, Qwest has the right to stop installation until the situation is remedied.</p> <p>Qwest will provide you written notice of the noncompliance, as soon as the situation is identified. The notice will include:</p> <p>Identification of the specific equipment and/or installation not in compliance.</p> <p>The NEBS Level 1 safety standard or Qwest Technical Publication requirement that is not met by the equipment and/or installation.</p> <p>The basis for concluding that your equipment and/or installation do not meet the safety requirement.</p> <p>A list of equipment that Qwest locates at the premises in question and an affidavit attesting that Qwest equipment meets or exceeds the safety standard that Qwest contends your equipment has failed.”</p>		

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		http://www.qwest.com/wholesale/pcat/collocation.html		
<p>Issue 8-29: Sections 8.4.1.8.7.3 & 8.2.6.1.2¹ Optioned Contiguous Space</p> <p>Closed Language: 8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or CLECs require the use of CLEC’s contiguous space. Upon notification, CLEC will have seven (7) Days to indicate its intent to submit a Collocation application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue</p>	<p><i>Hubbard WA Direct, at p. 46, lines 26-15 (Section 8.4.1.8.7.3)</i></p> <p>“Qwest is willing [sic] change its current language and process to allow for a 7-day response period, but only if that change is effectuated in the appropriate fashion in the appropriate forum – CMP. As I have testified, changes to Qwest process that affect all CLECs should be considered in CMP, not in arbitration with a single CLEC. Qwest has, in fact, submitted a</p>	<p><i>Re. Section 8.4.1.8.7.3</i></p> <p><i>Excerpt From: Collocation - Space Reservation and Space Optioning Overview - VI.0</i></p> <p>“Where contiguous space has been optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or other CLECs require the use of CLEC’s contiguous space. Upon notification, CLEC will have 7 days to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space option or continue without the contiguous provision.”</p> <p>http://www.qwest.com/wholesale/c</p>	<p><i>Section 8.4.1.8.7.3 – The timeframe for CLECs to respond was not in the PCAT at all. Qwest then issued a Level 3 notice that Qwest said introduced a new PCAT that described the current space optioning process and changed the process to include the language in the previous column.²</i></p> <p><i>Section 8.2.6.1.2 - Yes (ICA is 7 Days; PCAT does not include timeframe by which Qwest must respond)</i></p>	<p><i>Section 8.4.1.8.7.3 - Yes³ (Qwest issued a CMP notice to add 7 Day timeframe applicable to CLECs to PCAT before Qwest would agree to add 7 Day timeframe to ICA)</i></p> <p><i>Section 8.2.6.1.2 – No (Qwest agreed to add 7 Day timeframe applicable to Qwest to ICA without issuing a</i></p>

¹ See Exhibit 1 to Qwest Petition (Joint Disputed Issues Matrix), Eschelon’s position statement for Issue 8-29, p. 62 (“Eschelon also offers to provide Qwest the same amount of time (7 days) when Qwest has a right of first refusal (in Section 8.2.6.1.2).”).

² Collocation - Space Reservation & Space Optioning Overview History Log, http://www.qwest.com/wholesale/downloads/2006/060929/HL_CollocationSpaceReservationSpaceOptioningOverviewV1.doc

³ Link to Notice: PROS.08.15.06.F.04177.Colloc_Space_ReservationV1:

<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E08%2E15%2E06%2EF%2E04117%2ECollo%5FSpace%5FReservationV1%2Edoc>

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<p>without the contiguous provision.</p> <p>8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. Qwest will exercise its rights within seven (7) Days of receiving notice of termination. In the event Qwest declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest’s approval, which approval shall not be</p>	<p>CMP notice to change this response period from 72 hours to 7 days. Assuming that other CLECs agree that this longer period is appropriate, Qwest anticipates that this change request will become effective, per the notice, on September 29, 2006.”</p>	<p>lecs/collospaceresopt.html</p> <p><i>Re. Section 8.2.6.1.2</i></p> <p><i>Excerpt From Remote Collocation – V29.0</i></p> <p>“If you vacate/terminate the adjacent remote structure, Qwest will have the right of first refusal before you propose any transfer to another CLEC.”</p> <p>http://www.qwest.com/wholesale/p-cat/remotecollocation.html</p>		<p>CMP notice to add it to PCAT)</p> <p><i>See also</i> <i>Chronology of terms relating to Collocation Space Option Reservation (Exhibit to Testimony of Douglas Denney) – examples of ICA language with no PCAT language or corresponding CMP activity</i></p>

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unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.				
<p>Issue 9-32 – Sections 9.1.2.1.3.2.1; 9.2.2.3.2; 9.2.2.16 (all with 90 days but not the phrase “in the ground”)</p> <p>Closed Language (in 5 states, not including WA):</p> <p>See, e.g.: 9.2.2.3.2 If CLEC orders a</p>	<p><i>Stewart MN Direct at p. 14, line 22+</i></p> <p>“This issue began as a large dispute between the parties regarding how long CLEC orders for UNEs should be held in the Qwest systems prior to cancellation.</p>	<p><i>Note:</i> 30 Days (Qwest’s proposal) was in PCAT until Qwest’s recent notice to change it to 90 Days.</p> <p><i>Excerpt From: Unbundled Local Loop - General Information - V73.0</i></p> <p>“If you submit a service request for a 2-Wire or 4-Wire Analog (Voice Grade) Unbundled Local Loop, and the loop is considered secondary</p>	<p>90 Days: Yes, before recent notice; No, after recent notice (PCAT changed to 90 Days)</p> <p>Qwest later proposal to insert “in the ground”: Yes (But, Qwest has since retracted use of “in the ground”) – <i>See</i> Testimony of Michael Starkey</p>	<p>Yes as to 90 Days but initially no as to “in the ground”</p> <p>– <i>See</i> Testimony of Michael Starkey (delayed order example) & Bonnie Johnson exhibit</p>

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<p>2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. Qwest will hold the order for ninety (90) Days. If, after ninety</p>	<p>Eschelon made four different proposals. Qwest accepted one of Eschelon's proposals -- that CLEC orders would be held for 90 days prior to cancellation. Qwest has already notified CLECs via the CMP and this change in policy (as advocated by Eschelon) has been in effect for all CLECs in Minnesota as of July 14, 2006.”</p>	<p>service the normal assignment process described above will be followed in its entirety. If facilities can not be located and there is No Planned Engineering Job, your service request will be held for 90 business days. Availability of facilities is on first come, first served basis. If spare facilities become available, a Firm Order Confirmation (FOC) is generated and sent to you in response to your original service request. If at the conclusion of the 90-business day hold, facilities are still unavailable, your service request will be rejected.”</p> <p>http://www.qwest.com/wholesale/pcat/unloop.html</p> <p><i>Excerpt From: Provisioning and Installation Overview - V98.0</i></p>	<p>(delayed order example) & Bonnie Johnson exhibit (delayed order chronology)</p>	<p>(delayed order chronology)⁴</p>

⁴ After Eschelon pointed out in arbitration testimony that Qwest had not used CMP for its proposal to add the phrase “in the ground” to the ICA language, Qwest issued a CMP notice with that language, which Qwest later retracted. Eschelon opposed the phrase “in the ground,” which had not been in the ICA or PCAT, and it is not in the ICA or PCAT now.

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<p>(90) Days, no copper facility capable of supporting the requested service is available, then Qwest will reject the order.</p>		<p>Secondary service requests will be held for 90 business days for 2-Wire or 4-Wire Analog (Voice Grade) Unbundled Local Loop, EEL, LMC and Sub-Loop (except Shared Distribution Loop), where facilities cannot be located and there is no planned engineering job. Requests for other Unbundled Local Loop products, UDF and UDIT where facilities cannot be located and there is no planned engineering job will be held for 90 business days. If facilities become available, a FOC is generated and sent to you in response to your original request. If at the conclusion of the 90 business day hold facilities are still unavailable your request will be rejected or cancelled. Exceptions may apply where Commission Orders or state requirements exist. Exceptions may occur with Qwest/U S West merger Stipulations/Agreements in the states of Minnesota and Washington.</p>		

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		http://www.qwest.com/wholesale/lecs/provisioning.html		
<p>Issue 9-33(a) – Section 9.1.9.1 Network Maintenance and Modernization</p> <p>Closed Language:</p> <p>9.1.9.1 . . . In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s). CLEC may also contact its Service Manager to request additional information so</p>	<p><i>Stewart WA Direct, pp. 2-5</i></p> <p>Q. DOES YOUR DISCUSSION OF THE SECTION 9 AND 24 PROVISIONS OF THE ICA REVEAL ANY COMMON THEMES ABOUT ESCHELON'S ICA DEMANDS AND PROPOSALS?</p> <p>A. Yes. In general, my testimony highlights three themes common to many of Eschelon's demands and proposals for Sections 9 and 24 of the ICA. . . .</p> <p>Second, . . . While the processes that have resulted from the Section 271 workshops and other proceedings are by no means forever fixed in place, there is</p>	Not in PCAT	NA	No

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<p>that CLEC may, for example, communicate with its End User Customer(s). In no event, however, shall Qwest be required to provide status on emergency maintenance or modernization activity greater than that provided to itself, its End User Customers, its Affiliates or any other party. To the extent that the activities described in Sections 9.1.9 and 9.1.9.1 include dispatches, no charges apply.”</p>	<p>an established mechanism for modifying them. It is known as the Change Management Process ("CMP") and has been endorsed by state commissions as a part of Qwest’s 271 applications and approved by the FCC as an appropriate vehicle for updating Qwest’s processes for handling wholesale orders under the Act.3 Eschelon repeatedly ignores the CMP, choosing instead to attempt to implement process changes in this single arbitration between two carriers instead of in a forum that provides the opportunity for input from all interested carriers who would be affected by the changes.</p>			

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<p>Issue 9-39 and 9-39(a) Section 9.1.13.4.2.2.1; 9.1.13.4.2.2.2 CAPs</p> <p>Closed Language: 9.1.13.4.1.2.2 For Caps:</p> <p>9.1.13.4.1.2.2.1 With respect to disputes regarding the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including if available circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and service address including location (LOC)]</p>	<p><i>Stewart WA Direct at p. 45, line 19+</i></p> <p>Q. IS ESCHELON'S PROPOSAL PROPERLY ADDRESSED IN THIS ARBITRATION? A. No. In addition to being flawed on the merits, Eschelon's proposal should have been presented in the Commission's ongoing <i>TRRO</i> wire center proceeding. The proposal potentially affects all CLECs, not just Eschelon, and therefore should have been presented in the generic wire center proceeding. Eschelon is a party to that proceeding and had every opportunity to raise the issue there, but it chose not to do</p>	<p>Not in PCAT (meaning the NON-secret TRRO PCATs). Language similar to Qwest's proposals for caps may be contained in Qwest's Secret TRRO PCATs, which did not go through CMP. For example:</p> <p>Qwest's Non-CMP Secret PCAT provides a link to a certification form required by Qwest for CLECs signing the amendment. The Certification form states: ". . .In the event that Qwest determines that Requesting Carrier exceeds one or more of these caps, Requesting Carrier agrees to remove or convert the excess unbundled loops or unbundled transport circuits within 30 days of notification from Qwest or to provide information that both parties agree indicates Requesting Carrier has not exceeded the applicable volume cap. . ." http://www.qwest.com/wholesale/downloads/2005/051003/DNLD_Certification-Remand-Order-Criteria.doc</p> <p>Qwest's TRO/TRRO Amendment</p>	<p>NA</p>	<p>No</p> <p>(In August of 2005, Qwest-initiated change request SCR83005-01, in which Qwest sought to implement an edit in IMA to block orders for central offices that Qwest unilaterally declared non impaired. Qwest later withdrew this change request.)</p>

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<p>information (except any of the above, if it requires a significant manual search), or such other information to which the Parties agree]. In the event of such a dispute, CLEC will also provide Qwest the data upon which it relies for its position that CLEC may access the UNE.</p> <p>9.1.13.4.1.2.2.2 Notwithstanding anything in this Section 9.1.13.4 that may be to the contrary, to the extent that Qwest challenges access to any UNE(s) on the basis that CLEC’s access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3 because CLEC has ordered more than ten UNE DS1 Loops or more than the applicable number of DS3 Loop circuits or UDIT</p>	<p>so.</p>	<p>states (with emphasis added):</p> <p>“2.8.1 Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Qwest must immediately process the request, <i>if the UNE is in a location that does not meet the applicable non-impairment thresholds referred to in Section 2.8.</i> To the extent that Qwest seeks to challenge any <i>other</i> such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in CLEC’s Interconnection Agreement.”</p> <p>http://www.qwest.com/wholesale/downloads/2006/060629/TRO-TRRO-Amendment-6-22-06.doc</p>		

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<p>circuits in excess of the applicable cap on a single LSR (or a set of LSRs submitted at the same time for the same address for which CLEC populates the related PON field to indicate the LSRs are related), Eschelon does not object to Qwest rejecting that single LSR (or the set of LSRs that meets the preceding description) on that basis. The means by which Qwest will implement rejection of such orders is addressed in Section 9.1.13. Except as provided in this Section 9.1.13.4.1.2.2.2, in all other situations when Qwest challenges access to any UNE(s) on the basis that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3, Qwest must immediately process the</p>				

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request and subsequently proceed with the challenge as described in Section 9.1.13.4.1.				
<p>Issue 9-46 Section 9.2.2.9.6 Bridged Taps</p> <p>Closed Language:</p> <p>Interfering Bridged Tap is defined as any amount of Bridged Tap that would interfere with proper performance parameters as defined in this Section 9.2.2.9.6 and applicable industry standards.</p>	<p><i>Linse, MN Direct at p. 8, lines 20-22</i></p> <p>“Qwest's definition is consistent with the PCAT, which incorporates ANSI and Telcordia standards recommendations.”</p> <p><i>Note:</i> Qwest did not argue for use of CMP and instead countered with its own ICA language</p>	<p><i>Excerpt From: Unbundled Local Loop - General Information - V73.0</i></p> <p>“(Interfering Bridged Tap is defined as any amount of Bridged Tap that would cause loss at the end-user location to exceed the amount of loss allowable by the ANSI Standards.)”</p> <p>http://www.qwest.com/wholesale/pcat/unloop.html</p>	Yes	No
<p>Issue 12-75 – Section 12.3.1 and 12.4.3.6.3 Tag at the Demarc</p> <p>Closed Language:</p>	<p><i>Albersheim, WA Direct at p. 72, line16 (Section 12.3.1)</i></p> <p>Eschelon is attempting to take procedures that</p>	<p><i>Excerpt From: Maintenance and Repair Overview - V67.0</i></p> <p>“The Qwest technician that provisioned your end-user's new service was responsible for tagging the</p>	12.3.1.1 – No 12.4.3.6.3 – Yes (To close the issue, Qwest added an ICA requirement that CLEC must <i>request</i> the tag. In contrast, the PCAT says	Qwest did not indicate closure was contingent on CMP activity (as it did with Issues 8-29 and

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<p>12.3.1 Demarcation Point.</p> <p>12.3.1.1 If CLEC requires information identifying the Demarcation Point to complete installation, Qwest will provide to CLEC information identifying the location of the Demarcation Point (e.g., accurate binding post or Building terminal binding post information). If Qwest is unable to provide such information, the Demarcation Point is not tagged, and CLEC has dispatched personnel to find the Demarcation Point and is unable to locate it, Qwest will dispatch a technician and tag the line or circuit at the Demarcation Point at no charge to CLEC, if CLEC informs Qwest within 30 Days of service order</p>	<p>are detailed in Qwest's PCAT, which is managed through the CMP, and set these procedures in stone in its contract.</p> <p><i>Linse WA Direct at p. 4, lines 16-19 (Section 12.4.3.6.3)</i></p> <p>Qwest opposes Eschelon's proposed language because its attempts to inappropriately incorporate information from Qwest's product catalog ("PCAT") into the party's interconnection agreement.</p>	<p>demarcation point of the communication lines for your specific service. However, this information can change, be destroyed/lost, or a premise visit may not have been required to turn up the specific service/product. If you cannot identify your end-user's demarcation point, you may request that Qwest tag and identify the demarcation point of the lines that serve your end-users." . . .</p> <p>"If the circuit is for new service 30 calendar days or less of order completion, you should call the Wholesale Repair Center, or RCHC, or request a trouble ticket via the Electronic Gateway. Indicate that this is new service (within 30 calendar days), and state that you cannot locate the tag. We will dispatch a repair technician. If we find that the circuit is tagged, we will bill you a TIC. If the circuit is not tagged, we will tag it and you will not be charged."</p> <p><i>Excerpts From: Maintenance and</i></p>	<p>that Qwest will tag whenever a Qwest technician is dispatched to a premise, if a tag is not present.)</p>	<p>9-32) and the PCAT has not changed.</p> <p>Qwest did send a PCAT notice before closure based on its claim that the "PCAT language does not correctly describe Qwest's process, and Qwest is in the process of correcting this error with its PCAT." See Linse WA Direct, p. 6, lines 14-16.⁵ Eschelon did not agree and objected. Qwest</p>

⁵ Link to Qwest Retraction PROS.09.27.06.F.04222.Dispatch_M&R_Retraction
<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E27%2E06%2EF%2E04222%2EDispatch%5FM%26R%5FRetraction%2Edoc>

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<p>completion.</p> <p>12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise other than for the sole purpose of tagging of the Demarcation Point, CLEC may request Qwest to place a tag accurately identifying the line or circuit, including the telephone number or Qwest Circuit ID, at the Demarcation Point if such a tag is not present. Qwest will perform such tagging at no charge to CLEC. If CLEC is requesting the dispatch solely for purposes of having Qwest tag the Demarcation Point, see</p>		<p><i>Repair Overview - V67.0</i></p> <p>Design Services:</p> <p>“If the circuit is for service that is beyond 30 calendar days of service order completion and an out of service condition exists, we will dispatch to the end-user premises to isolate and/or fix the trouble. If the end-user indicates that they want the circuit tagged, we will direct them to contact you. If you authorize tagging the circuit, we will tag it and apply the MSC identified as Additional Labor.”</p> <p>Non- Design Service:</p> <p>“If the circuit is for service that is beyond 30 calendar days of service order completion and an out service condition exists, we will dispatch to the end-user premises to isolate and/or fix the trouble. We will also tag the circuit at that time as part of the Repair Process.”</p> <p>http://www.qwest.com/wholesale/clecs/maintenance.html</p>		<p>retracted that notice.⁶</p> <p>After closure, Qwest distributed proposed changes to only one PCAT; CLECs asked to receive all of Qwest’s proposed related changes before addressing whether and how to change PCAT. No change to PCAT as of 11/29/06.</p>

⁶ Link to Qwest Notice: PROS.09.27.06.F04212.Dispatch and M & R Overview:
<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E27%2E06%2EF%2E04212%2EDispatch%5Fand%5FM%26R%5FOverview%2Edoc>

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Section 12.3.1.1.		<p><i>Excerpt From: Dispatch – V 3.0</i></p> <p>“Whenever a Qwest technician is dispatched to a premise, the Qwest demarcation point will be tagged if a tag is not present.”</p> <p>http://www.qwest.com/wholesale/lecs/dispatch.html</p>		
<p>Issue 12-77 Section 12.4.1.5.1</p> <p>Testing charges when circuit is on pair gain</p> <p>Closed Language:</p> <p>12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess testing charges. Whether other charges, (including charges with a testing component) such as dispatch charges, Maintenance of Service charges, Trouble Isolation</p>	<p><i>Albersheim WA Direct at pp. 79-80</i></p> <p>Eschelon is attempting to make changes to procedures for testing and pair gain that are detailed in Qwest’s PCAT, which is managed through the CMP, and set these procedures in stone in its contract. By including this language in its contract, Eschelon locks these procedures in place, and prohibits any changes, including by the CMP participants, without</p>	<p><i>Excerpt From: Unbundled Local Loop - General Information - V73.0</i></p> <p>“...However, if the circuit is on Pair Gain or like equipment which you or Qwest cannot test through, and you advise Qwest of this, Qwest will not assess optional testing charges.”</p> <p>http://www.qwest.com/wholesale/pcat/unloop.html</p>	Not clear (depends on whether Qwest would assert testing charges other than optional testing charges apply under PCAT)	No

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Charges, apply will be governed by the provisions of this Agreement associated with such charges (e.g., 6.6.4 and 9.2.5.2).	first agreeing to an amendment to its Interconnection Agreement. It is not economically, and sometimes not technically, feasible or fair for Qwest to operate in one way for one CLEC and another way for all the rest. The effect of the language proposed by Eschelon is to subvert the CMP process, and prohibit all other CLECs from making changes to this process without Eschelon's express permission. No CLEC should have the ability to prevent other CLECs from requesting changes to Qwest's processes.			
Issue 12-78 Section	<i>Albersheim WA Direct,</i>	Not in PCAT.	NA	No

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<p>12.4.1.7 Definition of Trouble Report</p> <p>Closed Language:</p> <p>12.4.1.7 For the purposes of Section 12.4.1.8, Trouble Reports means trouble reports received via MEDIACC or CEMR (or successor system, if any) or reported to one of Qwest's call or repair centers and managed or tracked within Qwest's call center databases and Qwest's WFA (Work Force Administration and MTAS (Maintenance Tracking Administration System) and successor systems, if any.</p>	<p><i>p. 86, lines 11-13</i></p> <p>Qwest's language for Issues 12-78, 12-80 and their subparts is more reasonable and is based on the appropriate CMP management of the processes and procedures for handling trouble reports.</p>	<p>The Maintenance and Repair Overview PCAT (Version 67) has a list of definitions,⁷ but it does not include the term Trouble Report.</p>		

⁷ <http://www.qwest.com/wholesale/clecs/maintenance.html>

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<p>Issue 12-80 (a)-(c) Section 12.4.1.8 Charges for Repeats</p> <p>Closed Language:</p> <p>12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation (“TIC”) charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Services or TIC charge from CLEC’s account and CLEC may bill Qwest for its repeat dispatch(es) to recover a Maintenance of Services or TIC charge or CLEC’s actual costs, whichever is less, if all of the following conditions are met:</p> <p>(a) the repeat Trouble Report(s) is the same trouble as the Trouble Report (“Repeat Trouble”),</p>	<p><i>Albersheim WA Direct at pp. 85-86</i></p> <p>Q. WHY DOES QWEST OBJECT TO ESCHELON’S PROPOSED LANGUAGE FOR THE SECTIONS LISTED ABOVE⁸? Eschelon is attempting to make changes to procedures for trouble reports that are detailed in Qwest’s PCAT, which is managed through the CMP, and set these procedures in stone in its contract. By including this language in its contract, Eschelon locks these procedures in place, and prohibits any changes, including by the CMP participants,</p>	<p>Not in PCAT – Despite Qwest’s testimony that these are “procedures” and that they “are detailed in Qwest’s PCAT” (<i>see</i> previous column), Qwest does not include these procedures (including the circumstances under which Qwest will remove charges and a CLEC may charge Qwest) in its PCAT (although its PCAT often deals with when charges apply, at least as long as Qwest is charging).</p> <p>Qwest has had similar language (indicating the circumstances under which Qwest will remove charges and CLEC may charge Qwest) in its ICAs with Covad for some time,⁹ but Qwest has not added the information to its PCAT.</p>	<p>NA</p>	<p>No</p>

⁸ The “sections listed above” include all the sections for Issues 12-78 and 12-80.

⁹ *See, e.g.*, Section 9.4.6.3.5, Qwest-Covad Washington Interconnection Agreement (Feb. 21, 2005).

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<p>as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and</p> <p>(b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and</p> <p>(c) the Repeat Trouble has been found to be in the facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and</p> <p>(d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in Qwest's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form. (If CLEC does</p>	<p>without first agreeing to an amendment to its Interconnection Agreement. It is not economically, and sometimes not technically, feasible or fair for Qwest to operate in one way for one CLEC and another way for all the rest. The effect of Eschelon's proposed language is to subvert the CMP process, and prohibit all other CLECs from making changes to this process without Eschelon's express permission. No CLEC should have the ability to prevent other CLECs from requesting changes to Qwest's processes.</p>			

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<p>not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6); and</p> <p>(e) CLEC’s demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC’s records that are generated and maintained in the ordinary course of CLEC’s business.</p> <p>(i) If, however, CLEC does not use remote testing capability, a technician dispatch is required for both the prior and Repeat Trouble. Where CLEC uses remote testing capability and provides the test results describe in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section</p>				

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<p>12.4.1.8 only for the Repeat Trouble.</p> <p>12.4.1.8.1 Where CLEC does not have remote testing capability, subsection (e) of Section 12.4.1.8 requires a technician dispatch for both the prior and Repeat Trouble. Where CLEC has remote testing capability and provides the test results described in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.</p>				
<p>Issue 12-81 – Section 12.4.3.5 Test Parameters</p> <p>Closed Language:</p> <p>12.4.3.5 Qwest Maintenance and Repair</p>	<p><i>Albersheim WA Direct at p. 87, lines 10-18</i></p> <p>Q. IS IT APPROPRIATE FOR ESCHELON TO SEEK CHANGES TO QWEST'S</p>	<p><i>Excerpt From: Maintenance and Repair Overview - V67.0</i></p> <p>“All Qwest maintenance and routine test parameters and levels are in compliance with Telcordia's General Requirement Standards for Network Elements, Operations,</p>	<p>May depend upon interpretation</p>	<p>No</p>

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<p>and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.</p>	<p>TECHNICAL PUBLICATIONS VIA CONTRACT LANGUAGE? A. No. Eschelon is attempting to force Qwest to change its technical publications in favor of ANSI standards. . . . Eschelon is also attempting to make changes to procedures for the use of technical publications that are detailed in Qwest's PCAT, which is managed through the CMP, and set these procedures in stone in its contract.</p>	<p>Administration, Maintenance and Reliability. Product and service specific maintenance and test requirements can be found in Qwest's Technical Publications.” http://www.qwest.com/wholesale/lecs/maintenance.html</p>		