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BEFORE THE WASHINGTON UTILITIES AND

2

TRANSPORTATION COMMISSION

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4 In the Matter of the) Docket No. UT-003022
Investigation Into US WEST) Volume XVIII
5 Communications, Inc.'s) Pages 2327-2584
Compliance with Section 271 of)
6 the Telecommunications Act of)
1996.)

7

_____)
In the Matter of US WEST) Docket No. UT-003040
8 Communications, Inc.'s)
Statement of Generally)
9 Available Terms Pursuant to)
Section 252(f) of the)
10 Telecommunications Act of 1996.)

11

12 A workshop in the above matter was
13 held on January 4, 2001, at 8:45 a.m., at 900 Fourth
14 Avenue, Suite 2400, Seattle, Washington, before
15 Administrative Law Judge ANN RENDAHL.

16

17 The parties were present as
18 follows:

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Mitchell Menezes and Dominick Sekich (Via telephone),
20 Attorneys at Law, 1875 Lawrence Street, Room 15-21,
Denver, Colorado, 80202.

21

QWEST, by Lisa Anderl, Attorney at
22 Law, 1600 Seventh Avenue, Room 3206, Seattle,
Washington, 98191, and Robert Cattanach, Attorney at
23 Law, Dorsey & Whitney, Pillsbury Center South, 220
South Sixth Street, Minneapolis, Minnesota, 55402.

24

WORLDCOM, by Ann Hopfenbeck,
25 Attorney at Law, 707 17th Street, Suite 3600, Denver,
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1 XO WASHINGTON, INC., ELI, ATG, and
2 FOCAL COMMUNICATIONS OF WASHINGTON, INC., by Gregory
3 J. Kopta, Attorney at Law, Davis, Wright, Tremaine,
4 LLP, 2600 Century Square, 1501 Fourth Avenue,
5 Seattle, Washington, 98101.

6 METRONET, COVAD and YIPES, by
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8 601 Union Street, Seattle, Washington, 98101.

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30 Barbara L. Nelson, CCR
31 Court Reporter

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1 JUDGE RENDAHL: Good morning. We're
2 reconvening this morning in the second day of our
3 follow-up workshop in the 271 SGAT proceeding. I'm
4 Ann Rendahl, Administrative Law Judge. And we have a
5 few items to sort of clean up from yesterday's
6 discussion on collocation issues. The first being
7 what's been marked as Exhibit 467, which is a
8 revision to Section 8.4.7, ordering CLEC-to-CLEC
9 connections. And Ms. Bumgarner, would you like to
10 start off with a little explanation of what this is?

11 MS. BUMGARNER: Yes. First, make sure, we
12 have renumbered this section to -- it had previously,
13 I think, had been shown as 8.4.6, and we had changed
14 the numbering to 8.4.7 on this section. This has to
15 do with the ordering for the CLEC-to-CLEC
16 connections, and you can see it's laid out similar to
17 the other sections that we talked about yesterday,
18 the application, the quote, the acceptance, and then
19 the intervals on this.

20 And as we discussed yesterday, if there are
21 places in here where I missed clarifying that it's
22 calendar days where we list intervals, I'll go
23 through and try to correct those if I find we've
24 missed them. Other than that, if there are any
25 questions about this --

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1 JUDGE RENDAHL: Mr. Kopta.

2 MR. KOPTA: Thank you, Your Honor. We have
3 several issues with this particular provision, and so
4 I will start with the first section, which is
5 8.4.7.1. And the first question I have is the need
6 for a complete collocation application for
7 CLEC-to-CLEC connections. Certainly in circumstances
8 in which you have an area where there are several
9 CLECs collocated and you may have even adjoining
10 cages, is it really necessary to go through all of
11 the application process when you're talking about
12 running a cable from 10 feet away between cages or
13 between areas, and so I just -- I wanted to raise
14 that as a concern that we have in terms of the
15 necessity of that process, particularly under those
16 circumstances.

17 MS. BUMGARNER: As I understand the
18 process, Greg, and I think we talked a little bit
19 about it at the multi-state, is when we talk in terms
20 of the complete application, it's complete in terms
21 of the type of collocation you're asking for, so
22 certainly the first part of it that talks about who
23 you are, what premise, you know, you're asking for
24 this, and notice, the billing, contact, that sort of
25 thing need to be filled out, and then it's the

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1 appropriate sections for the type of collocation that
2 you're requesting.

3 So in terms of like the CLEC-to-CLEC, you'd
4 only be filling out the portions that are applicable
5 to what you're asking for or drawing or describing,
6 which CLEC you're running the connections to and that
7 sort of thing. So it's really giving us the complete
8 information on a particular type of collocation that
9 you're asking for, and you know, it's not like
10 filling out the entire form over again.

11 MR. KOPTA: I guess that's one of the
12 concerns, certainly apart from the need to fill out
13 an application for something like that, and you know,
14 to the extent that it's necessary for recordkeeping
15 or that sort of thing, I'm not sure that it's that
16 big a deal, but the way that this is worded, the
17 first sentence says, in 8.4.7.1, upon receipt of a
18 complete collocation application as described in
19 Section 8.4.1.5, and in 8.4.1.5, it's got a laundry
20 list of everything for a whole collocation.

21 And so it's a little confusing, and I
22 understand the intent is only those elements that
23 apply to a CLEC-to-CLEC connection would be
24 applicable, but by cross-referencing this section, it
25 seems as though you're saying -- or Qwest is saying

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1 that there needs to be all of this stuff in 8.4.1.5,
2 even though most of it's not going to be applicable.

3 JUDGE RENDAHL: Ms. Bumgarner, before you
4 respond, I think you need to turn on your microphone.
5 And it seems to be very sensitive, so I don't know
6 that you need to you put your face right in front of
7 it, as you do at the Commission. So please go ahead.

8 MS. BUMGARNER: I'm not sure how we can
9 address -- I'm not sure how we can address this, as
10 far as we have the collocation form and the
11 instructions that go with that form, which indicate
12 which parts have to be filled out for the different
13 types of collocation. I'm trying to -- we have a
14 wording suggestion.

15 MR. KOPTA: Great.

16 MS. BUMGARNER: Whispered in my ear. What
17 if we added in, "Upon receipt of the applicable
18 portions of a collocation application?"

19 MR. KOPTA: I think that that goes part of
20 the way toward addressing the concern. I mean one of
21 the things that perhaps would be a little bit more
22 specific would be to echo the same kind of language
23 that's in Section 8.4.1.5, only delineating those
24 parts of the application that need to be completed.

25 And one of the reasons that I suggest that

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1 is because I've looked at the collocation application
2 and information form, and although there are some
3 spaces for CLEC-to-CLEC connections, it seems to be
4 that those are in places that are incidental to a
5 whole collocation application, that this application
6 -- if all you're asking for is a CLEC-to-CLEC
7 connection, it's not clear to me, as I look at this,
8 what portions would need to be filled out from --

9 MS. BUMGARNER: For specific --

10 JUDGE RENDAHL: Mr. Kopta, I know you're
11 looking at one of the exhibits that AT&T has
12 circulated. I'm wondering whether now is the time to
13 mark them so that we can refer to this document
14 during its discussion. Ms. Friesen, who would
15 sponsor these three?

16 MS. FRIESEN: These would be sponsored by
17 Mr. Wilson.

18 JUDGE RENDAHL: Okay. Have we exhausted
19 his numbers yet?

20 MS. FRIESEN: Probably.

21 JUDGE RENDAHL: Just about. Let's start
22 with 389 for Mr. Wilson. And the first exhibit that
23 we have is proposed language for Section 8.4.1.4.1;
24 correct?

25 MS. FRIESEN: Actually, it's 8.4.1.2.

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1 JUDGE RENDAHL: Okay.

2 MS. FRIESEN: And I'd like to mark that as
3 389, if we could. Keep them in order.

4 JUDGE RENDAHL: That's fine. So this will
5 be Revision of Proposed Language for SGAT Section
6 8.4.1.2. Then 390 will be the proposed language for
7 8.4.1.4.1.

8 MS. FRIESEN: Your Honor, we could maybe
9 make the collocation application 390-A, if that's
10 acceptable, because this is actually discussed in
11 conjunction with the modification section and the
12 forecasting needs.

13 JUDGE RENDAHL: I'd just as soon give it a
14 separate number, because I think it's going to be
15 useful in other discussions, if that's all right.

16 MS. FRIESEN: Okay. That's fine.

17 JUDGE RENDAHL: So we'll have to jump now
18 to -- why don't we make this 470, and that will be
19 the Collocation Application and Co-provider (CLEC)
20 Information Form. And that will be Exhibit 470.

21 Okay. Thank you for your patience in that.
22 Ms. Bumgarner, why don't you go ahead, and if you
23 recall Mr. Kopta's question, if you need us to
24 refresh your memory.

25 MS. BUMGARNER: Yes. The question went to

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1 listing here in the SGAT the specific sections of the
2 collocation application that would apply for the
3 CLEC-to-CLEC connections, and I don't think we want
4 to do that, considering these forms and the processes
5 and procedures for these forms and the instructions
6 are all available on the Web site and sent to the
7 CLECs in product announcement changes or policy
8 change announcements that go out, and now, with our
9 processing, are providing input on those on a monthly
10 basis, if there are changes to be made. The concern
11 I would have is if something changes on the form,
12 we're then into a process of trying to go back and
13 change SGATs for maybe a different numbering on a
14 section of a form that's being used.

15 MR. KOPTA: Let me interrupt you.

16 MS. BUMGARNER: I think we hear what you're
17 saying and we're in agreement. We should only fill
18 out the pieces that pertain to the CLEC-to-CLEC.
19 Actually, there's no disagreement there. And I think
20 it's clear in the instructions for the form what
21 pieces you fill out for the different types of
22 collocation. So I don't think we would agree to add
23 those specific references unless we're getting into,
24 like, process details into that contract.

25 MR. KOPTA: Well, you know, I think you

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1 misunderstand my suggestion. I certainly agree with
2 you that there's no point in identifying specific
3 portions of a form in the SGAT, because that's always
4 going to be subject to change. My thought was, as in
5 8.4.1.5, that lists the topics, if you will, that
6 need to be addressed in the form for the collocation
7 application to be considered complete, that you could
8 do the same sort of thing for the CLEC-to-CLEC
9 connections, so that you would have, for example,
10 identification of the Qwest premise, billing contact,
11 and I would guess, you know, location of or
12 identification of the other CLEC or just those three
13 things, if that's basically all you need to provide.
14 Then, if those could be listed here instead of the
15 cross-reference to 8.4.1.5, then I think it would be
16 clearer what comprises a complete application for
17 purposes of this section, as opposed to a more
18 extensive application for collocation.

19 MS. BUMGARNER: I'm sorry, then I did
20 misunderstand you. Just one second. So we're
21 marking sections. So if we added -- after where it
22 says Section 8.4.1.5, and then we put in parentheses
23 Sections A, E, H and J.

24 MR. KOPTA: Sure. I think that would make
25 it a little clearer.

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1 JUDGE RENDAHL: So the revision, as I
2 understand it, is to change that first sentence to
3 read, "Upon receipt of the applicable portions of a
4 complete collocation application, as described in
5 Section 8.4.1.5 (Sections A, comma, E, comma, H,
6 comma, and J)" that that would satisfy your concerns,
7 Mr. Kopta?

8 MR. KOPTA: Yes, on that first part of the
9 sentence.

10 JUDGE RENDAHL: I take it from that that
11 you have other concerns?

12 MR. KOPTA: You picked up on that
13 precisely. Again, I think this is more of an issue
14 of clarity, but referring -- or cross-referencing
15 Section 8.2.1.23 of the SGAT, it's my understanding
16 that the feasibility study would include the design
17 and engineering of the route between the CLEC
18 locations that you're going to run the connection
19 between, as opposed to just determining whether or
20 not adequate cable racking exists.

21 So my suggestion would be essentially to
22 incorporate most of the first sentence in 8.2.1.23 in
23 place of what is here after "determine," basically.
24 So it will be, "Qwest will perform a feasibility
25 study to," and I guess it wouldn't include determine,

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1 but "to design and engineer the most efficient route
2 in cable racking for connection," et cetera. Because
3 I think that's what's going on here, as opposed to
4 just looking at whether or not there's sufficient
5 cable racking, isn't there?

6 MR. CATTANACH: If I could ask a clarifying
7 question. Did you say that this would actually get
8 into the design, as opposed to just whether it can be
9 done?

10 MR. KOPTA: Well, that's my understanding
11 of how the process works, as it's set out here, is
12 that when a request for CLEC-to-CLEC connection is
13 placed with Qwest, that Qwest would design and
14 engineer the most efficient route. I mean, there's
15 no way to know whether you have adequate cable
16 racking if you don't know what the route is. And so
17 I'm assuming that part of the feasibility study is to
18 do the design and whatever engineering is necessary
19 to determine what the route is, and as part of that,
20 you determine whether or not there's adequate cable
21 racking.

22 But it's all part of the same process, so
23 it doesn't -- you know, if you don't do the design
24 and engineering at the time of the feasibility study,
25 when is it done?

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1 MR. CATTANACH: I see what you're saying.

2 MS. BUMGARNER: Really, it really does
3 involve a feasibility and then separately doing a
4 design and quote. So it is handled like the other
5 application. They would take a look at initially the
6 routes and whether or not the routes and things are
7 available if they can see that there's any problems
8 there, so they really do look at a feasibility, look
9 at that to give you an initial answer back on it in
10 that 10-day period of time.

11 I do hear what you're saying. They do go
12 on to do a quote around what's involved and we have
13 to do usually a site visit, also, to take a look at
14 the racking and stuff, but it is kind of in a
15 two-step process that involves the feasibility and
16 quote. I'll let Georganne -- they do two steps to
17 look at it.

18 MS. WEIDENBACH: Yes. What transpires,
19 Greg, is we do the initial look and see, and that's
20 your feasibility. And then, after that point, we'll
21 make sure that everything is matching the field, the
22 records, we'll do a walk-through, determine if
23 additional cable racking needs to be placed. If
24 there's any congestion that that system that we use
25 doesn't see, to then design the job, because

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1 sometimes, you know, the system isn't going to show
2 exactly what's in the CO.

3 MR. KOPTA: And I don't quibble with your
4 process, in terms of what's happening.

5 MS. WEIDENBACH: Right.

6 MR. KOPTA: But later in this Section
7 8.4.7, if there is adequate cable racking, then the
8 quote accompanies the feasibility study. So again,
9 my assumption is you're doing the design and
10 engineering at the same time that you're doing the
11 feasibility study, so if you're talking about two
12 different processes, they're running on parallel
13 tracks, and at least when there's sufficient cable
14 racking, it all comes down at the same time.

15 So if the feasibility study does nothing
16 more than determine whether there is sufficient
17 existing cable racking, that's fine, but then it
18 seems to me that we need some recognition that there
19 will be the design and engineering that goes on at
20 the same time.

21 JUDGE RENDAHL: So you're suggesting that
22 there may need to be additional language in here to
23 address that design and engineering stage?

24 MR. KOPTA: Right.

25 MR. CATTANACH: We're working on it. I

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1 think we have something.

2 MR. KOPTA: Okay.

3 MS. BUMGARNER: We maybe don't have
4 something.

5 MR. KOPTA: But you can get something.

6 MR. CATTANACH: We understand what you're
7 saying. We understand what you're saying. It is not
8 necessarily completely parallel. There are some
9 sequence steps to it.

10 MS. WEIDENBACH: And you just need to see
11 that.

12 JUDGE RENDAHL: Is this something --

13 MS. BUMGARNER: I think we understand. We
14 will try to do a write, a rewrite on this, more or
15 less explain that if there's a route immediately
16 available, it's turned over to you to run your cable,
17 and we still need to do a quote on that, as far as
18 like the charges around the cable racking that's
19 there. If not, we then have to do the quote and
20 design and engineer it like a new rack for you. So I
21 think we understand. Maybe there's a way to clarify
22 that or rephrase that some way to get at what you're
23 looking for.

24 MR. KOPTA: And again, I don't mean to put
25 you on the spot here today, obviously. I didn't

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1 understand that that's the way the processes worked,
2 but certainly we will address this in the
3 multi-state, so we can probably work on some language
4 between now and then and that would be fine.

5 JUDGE RENDAHL: My suggestion is that, at
6 least for that language, for purposes of 8.4.7.1,
7 that Qwest take that as a takeback, and then, between
8 now and when we see the revised SGAT, you can let the
9 parties know and the Commission know if you reach a
10 resolution on that section.

11 MS. BUMGARNER: Well, actually, Mr. Kopta
12 does come to the multi-state, so we'll try to have
13 something for that multi-state, if not tomorrow.

14 JUDGE RENDAHL: Mr. Wilson.

15 MR. WILSON: I have two questions, and then
16 a couple comments, and I'm sure we'll work this out
17 later, but I just want to get them on the record. Is
18 there any reason why the CLEC couldn't take advantage
19 of this for virtually collocated equipment? I don't
20 see why, in the fourth line of the first paragraph,
21 the word physically collocated equipment is
22 necessary. Can you strike that?

23 MS. BUMGARNER: I'm sorry, Ken. Where are
24 you?

25 MR. WILSON: Fourth line, Paragraph

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1 8.4.7.1. It says, Interconnect CLEC's physically
2 collocated equipment.

3 MS. BUMGARNER: If we just deleted the word
4 "physically?"

5 MR. WILSON: That would be great.

6 MS. BUMGARNER: It is between two CLECs.

7 MR. WILSON: That would be fine there. The
8 second question is, if the CLEC was required to,
9 because of space limitations, to have multiple
10 collocation areas in a central office, is this the
11 only means of connecting between ours, or is there
12 another means?

13 MS. BUMGARNER: So connecting your
14 noncontiguous --

15 MR. WILSON: Well, say, I mean, I know some
16 offices, in fact, AT&T had, because of space
17 limitations, has collocated equipment over there and
18 collocated equipment over there, and we need to hook
19 them up. Is this the means of hooking them up?

20 MS. BUMGARNER: I believe we reached
21 agreement -- I think it was here, I think it was Mr.
22 Kopta's language when we talked November 28th and
23 29th. It's in an earlier section, but it talks about
24 that the connections between noncontiguous spaces
25 will be done on the initial application or the

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1 application, that we would order them on those, and
2 we would make sure that the connections were there on
3 noncontiguous spaces.

4 MR. WILSON: I thought I remembered that.
5 We'll look for it again. We couldn't find it.

6 MS. BUMGARNER: Yeah, it was based on the
7 supplemental comments that XO had turned in, and then
8 we reached agreement on the language in their
9 8.2.1.23. I think that's the section. I'll have to
10 verify that.

11 MR. WILSON: If you can quote section
12 numbers, you've been working on this too long.

13 MS. BUMGARNER: I know. I see these in my
14 sleep.

15 MR. CATTANACH: Like scripture.

16 MR. WILSON: John 23. I thought we had
17 too, but I couldn't find it this morning. We'll look
18 for that again. The next question is, is a forecast
19 really needed for this? This is -- these are like --
20 this is, I would say, 99 percent fiber-optic cable
21 the size of my pencil. Why do we need forecasts for
22 this? I mean, it seems excessive.

23 MS. BUMGARNER: I think, in terms of
24 looking at the infrastructure in the office, if we
25 have some indications that we're going to get

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1 requests for more CLEC-to-CLEC connections, it allows
2 us to have some of the infrastructure things in
3 place, like cable racking, or do some planning around
4 cable racking, so I think it is helpful to us to know
5 what kinds of things are going to be asked for by the
6 CLECs.

7 MR. WILSON: Okay.

8 JUDGE RENDAHL: Mr. Wilson, I'll just note
9 that on page 18 of the issues log that Ms. Strain
10 circulated, it indicates that maybe there was a Qwest
11 takeback on XO's concern about -- and I'm not sure if
12 -- I recall the discussion, as well; I just can't
13 remember now.

14 MS. BUMGARNER: Is that on the earlier
15 section, the 8.2. --

16 JUDGE RENDAHL: 8.2.1.23.

17 MS. BUMGARNER: There was actually -- XO
18 had a takeback about efficient design, and I think
19 Mr. Kopta has given me a copy to take a look at what
20 he's proposing. I don't know if you have copies that
21 you wanted to distribute. I haven't had a chance to
22 really look at it yet. He gave me a copy yesterday.

23 JUDGE RENDAHL: Okay. Why don't we
24 conclude your issues, then Mr. Zulevic's, and then
25 we'll get back to Mr. Kopta and mark that for

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1 everyone to see. Mr. Wilson.

2 MR. WILSON: Okay. So I take it from that
3 -- that was my other question. The CLEC then cannot
4 run its own cables, self-provision this; is that
5 true?

6 MS. BUMGARNER: No, that's not true. They
7 can.

8 MS. FRIESEN: The issues log seems to
9 indicate that Qwest said no to that.

10 MR. WILSON: Yeah, I'm looking on page 18,
11 like the third row, it says, Can CLEC do its own
12 racking. Qwest dash no. Did racking mean installing
13 racks rather than putting -- usually, when you say
14 racking, that means put the cables in the rack.

15 MS. BUMGARNER: Well, we actually design
16 and install racks if we need racks.

17 MR. WILSON: I understand that.

18 MS. BUMGARNER: But the CLEC can run their
19 own cables, and I thought we'd closed that particular
20 issue.

21 MS. FRIESEN: I thought so, too.

22 MS. BUMGARNER: The only exception of that,
23 of course, is the terminating on virtually collocated
24 equipment.

25 MR. WILSON: Sure.

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1 MS. BUMGARNER: We would do that piece of
2 it if one end was going to virtually collocate
3 equipment. But, otherwise, it's the CLEC that's
4 actually placing the cable.

5 JUDGE RENDAHL: Ms. Strain will consult the
6 transcripts and see if we can recreate what that
7 issue was. In the meantime, Mr. Wilson, have you
8 concluded your comments?

9 MR. WILSON: Just a couple brief things,
10 because I think this needs some more work, but not
11 here. I think our concern is shared by some of the
12 things I heard Mr. Kopta say. This seems a little
13 overblown for what we really are intending to do
14 here, simply run fiber-optic cables, which are very
15 small. I question the need for a feasibility study.
16 I don't think Qwest does that themselves. I think
17 you design a route, you go out and start running the
18 cable. If there's a rack that's full, you back up,
19 you look for another route, or in the off chance
20 there's no other route, you put in a new cable
21 trough.

22 I don't think this is rocket science here.
23 I think you're making a lot out of what's very
24 little, and maybe we'll try and address this with
25 some simplifying language in the multi-state.

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1 JUDGE RENDAHL: Mr. Zulevic.

2 MR. ZULEVIC: Yes. I'd like to comment on
3 a couple things kind of along with what Greg and Ken
4 were talking about. I really see two specific things
5 here that are happening. One is what I would
6 consider a true collocation engineering type thing
7 that has to take place. That's where you truly don't
8 have existing cable racking, no existing route to be
9 able to get from one collocation arrangement to
10 another. I can see where that's going to take some
11 engineering, it's going to take some additional time,
12 and there will be some costs associated with that
13 that could justify having a collocation application
14 fee, so forth, so on.

15 Now, what I do find a bit of a problem
16 with, you know, is in the case where you have
17 existing cable racking that is nowhere near at
18 capacity, that may be five or 10 feet away from the
19 point that you want to get to, and we're going to
20 have to submit a full-blown collocation application
21 with a fee of 2,500, or whatever it happens to be in
22 the particular interconnection agreement, go through
23 the full-blown feasibility study, wait for 20-some
24 odd days to get that back, and then go through a
25 45-day if you happen to forecast what your

02351

1 requirements were. In other words, one cable to go
2 10 feet. If you happen to forecast that 90 days
3 ahead of time, then you'll get it in a 45-day
4 interval. If you didn't, then you have to go through
5 a 90-day interval to get that cable from one point to
6 another, even though the CLEC may be running that
7 cable themselves.

8 I find the whole thing very hard to deal
9 with. And as a practical matter, I had this
10 situation arise for Covad in Minneapolis, and I tried
11 to go by the book and find out how to get between two
12 points. My own collocation arrangement set it only
13 20 feet apart, and it took me three and a half
14 months, and I had to duplicate my transport
15 facilities between the two in order to get in service
16 while I waited to find out how this was going to be
17 done by the book, with Qwest.

18 So you know, I really object to any need
19 for forecasting this type of thing, and I think that
20 the process where you have existing cable racking is
21 much closer related to the process for service orders
22 than it is for collocation arrangements. And an
23 interval somewhere in the 30-day or less would be
24 much more appropriate.

25 JUDGE RENDAHL: From that, I take it that

02352

1 Covad would be at impasse with Qwest on this if it
2 were not changed?

3 MR. ZULEVIC: Yes, absolutely.

4 JUDGE RENDAHL: Okay. As with other
5 ordering sections, I'm assuming that the same
6 feasibility and interval and forecasting issues -- I
7 mean, the same forecasting interval issues apply?

8 MR. HARLOW: Not exactly. I think what
9 we're suggesting is that there should be no
10 forecasting provision at all in this, and that,
11 rather, the distinction should be made between
12 whether or not there's an existing route, and that
13 forecasting shouldn't come into play at all.

14 JUDGE RENDAHL: Okay. But I do understand
15 that at least AT&T would have concerns over whether
16 this complies with the FCC's order on forecasting and
17 intervals.

18 MS. FRIESEN: When we're talking about
19 CLEC-to-CLEC interconnections, I don't think the FCC
20 has mandated anything as yet, but we do have similar
21 concerns with forecasting. We don't believe
22 forecasting is necessary for this. And as a
23 practical matter, I don't know how you do it, unless
24 you -- you know, you don't even know who's in the
25 wire center, per se, so how are you going to forecast

02353

1 where you need to connect?

2 The other thing is we too believe the
3 intervals are excessive, particularly if the cable
4 racking is there, so I think our issues are in
5 concert with Greg and Mike.

6 JUDGE RENDAHL: Okay. Well, thank you for
7 clarifying that. Ms. Strain, did you find the
8 notation in the transcripts?

9 MS. STRAIN: Yes, I found it on page 1933
10 and 1934 of the transcript. There's a discussion
11 where Mr. Kopta asked whether -- he said, It appears
12 as though there was some opportunity for a CLEC to
13 construct or arrange to construct cable racking as
14 part of the initial physical collocation
15 construction. And the question, I'm just quoting
16 here, the question that I had was does that extend to
17 constructing cable racking to the extent it's
18 necessary to provide a CLEC-to-CLEC cross-connection.

19 And Ms. Bumgarner's response was, No, the
20 construction of the cable racking would be done by
21 Qwest or Qwest's vendors. As far as the CLEC, they
22 would merely be laying the facilities, the cable
23 facilities in that racking between the collocation
24 spaces, but the actual construction of that cable
25 racking would be Qwest.

02354

1 MS. BUMGARNER: Right. And I think we
2 reached agreement in the multi-state. It was --
3 there were several sections, I think, where XO had
4 some questions about clarifying self-provisioning,
5 what the CLEC could self-provision, and so we did
6 reach agreement on the language clarifying that in
7 the multi-state. It's in one of the earlier
8 sections.

9 JUDGE RENDAHL: Okay. Well, I think that's
10 the kind of information that we'll expect the parties
11 to provide to us with the revised SGAT portion and
12 what's been resolved. So I think our understanding
13 was maybe you all had resolved it here, and so we
14 just wanted to make sure that the log was correct per
15 what happened in Washington.

16 MS. BUMGARNER: It was an open issue in
17 Washington.

18 JUDGE RENDAHL: Okay.

19 MR. WILSON: We can make a slight
20 suggestion to the log to fix that, I think. It's a
21 little bit inaccurate. We can fix that.

22 JUDGE RENDAHL: Okay. You can suggest that
23 to Ms. Strain. Mr. Zulevic, do you have anything
24 else?

25 MR. ZULEVIC: Just one more quick point.

02355

1 In a lot of the major metropolitan areas, we're
2 finding that we're having to go back in and ask for
3 additional space, and more and more, it's going to be
4 noncontiguous. The Bellevue Sherwood office here,
5 we're going to have three separate collocation
6 arrangements because of space limitations. So this
7 issue is going to become more and more critical as
8 time goes on.

9 JUDGE RENDAHL: Okay. As a reminder, let's
10 turn off all pagers and cell phones, if we can.
11 Thank you.

12 MR. KOPTA: My recollection is the same as
13 yours, Margaret, that we did address the ability of
14 the CLEC when the contiguous -- when Qwest comes back
15 and says, We don't have space contiguous to yours, we
16 have some other space, that the CLEC can then say,
17 Well, we want to connect them, obviously, and that
18 will be part of the provisioning process.

19 I don't recall the section, but I
20 definitely recall the discussion, and I'm sure that
21 we have dealt with that, and it's probably not this
22 particular section that we were just talking about.

23 MS. BUMGARNER: Right, it's not that
24 section. I think we clarified the provision, again,
25 I'm guessing, I think it was 8.2.1.28 at the

02356

1 multi-state that we had the language that you and I
2 had proposed. It was agreed to there. I might even
3 have a copy with me that I could make copies and
4 introduce it tomorrow.

5 JUDGE RENDAHL: Okay. I appreciate all the
6 detail that we're getting into on this, but I think
7 we're spending a little more time than I'd hoped to
8 spend on collocation, finishing up collocation this
9 morning. Are there other issues that we need to
10 address on this section?

11 MR. KOPTA: I had a couple of more minor
12 issues. The first is in 8.4.7.1.1. The last
13 sentence talks about retaining the CLEC's place in
14 the collocation queue while curing deficiencies in
15 the application. And I guess I'm kind of curious
16 whether there's actually a queue for this kind of a
17 request, whether somehow it's considered to be a
18 collocation request and therefore goes in the queue,
19 quote, unquote. I'm not really sure how it applies
20 to a CLEC-to-CLEC connection.

21 MS. BUMGARNER: I think what we've done
22 here is just tried to be consistent between the
23 sections, but we could eliminate that particular
24 sentence in this instance. So we would delete that.

25 MS. STRAIN: Delete what, exactly?

02357

1 MS. BUMGARNER: The part about retaining
2 its place in queue. I think -- well, I think --

3 JUDGE RENDAHL: So would it just be that
4 first phrase, to retain its place in the collocation
5 queue for the requested premise?

6 MS. BUMGARNER: Yes.

7 JUDGE RENDAHL: Because I'm assuming you
8 still would require the CLEC to cure deficiencies
9 within the 10-day period?

10 MS. BUMGARNER: Yes, in fact, that's part
11 of the FCC requirements, is to come back within 10
12 days.

13 JUDGE RENDAHL: Okay. So you'll just
14 eliminate that first clause of the sentence?

15 MS. BUMGARNER: Yes.

16 JUDGE RENDAHL: Okay.

17 MR. KOPTA: The second issue is in 8.4.7.2,
18 and it's actually the last line, the last full line.
19 I would just suggest that rather than approval of the
20 quoted charges, it be CLEC's acceptance of the quote,
21 to be consistent with I think what is in other
22 sections, as well as this one, since we talk about
23 acceptance in 8.4.7.3.

24 JUDGE RENDAHL: So you're suggesting merely
25 eliminating the word "approval" and adding

02358

1 "acceptance?"
2 MS. BUMGARNER: I think the way we phrased
3 it in the others is we just say "pending CLEC's
4 acceptance," because we define acceptance in the
5 earlier sections.
6 MR. KOPTA: I think that's correct.
7 JUDGE RENDAHL: So just end at acceptance
8 and eliminate the last part of that sentence?
9 MR. KOPTA: Yes.
10 JUDGE RENDAHL: Okay. And Qwest has no
11 problem with that?
12 MS. BUMGARNER: No, that would be changed.
13 MR. KOPTA: And the last suggestion is
14 8.4.7.3.1, we deleted "via wire transfer" elsewhere,
15 and I would just suggest deleting that in the second
16 line of this section, as well.
17 MS. BUMGARNER: Yes, I agree.
18 MS. STRAIN: Which section? I'm sorry.
19 MR. KOPTA: 8.4.7.3.1.
20 JUDGE RENDAHL: That's just eliminating the
21 words "via wire transfer?"
22 MR. KOPTA: Correct.
23 JUDGE RENDAHL: And the comma. And are
24 those all your suggestions?
25 MR. KOPTA: Yes, that was it. Thank you.

02359

1 JUDGE RENDAHL: Okay. Are there any other
2 comments before we move on from this section? Okay.
3 So at this point, we will indicate that there were
4 partial agreements on language, but overall, this is
5 an impasse issue subject to further discussion in the
6 multi-state and other states.

7 Okay. And who would like to report on the
8 remainder of the section? My understanding was we
9 had gotten up to 8.5. Sorry, 8. --

10 MS. BUMGARNER: 8.6.3.1

11 JUDGE RENDAHL: Thank you. Well, I guess
12 we had gone through 8.5.1.1, and I wasn't sure from
13 the discussion yesterday whether there were other
14 issues between that section and 8.6.3. Mr. Harlow.

15 MR. HARLOW: We had an issue on 8.5.3. I
16 don't remember it. It has to do with acceptance of
17 the collo -- oh, this 8.5.3.1, which provides, in the
18 second sentence, "Upon completion of the construction
19 activities and payment of the remaining nonrecurring
20 charge, Qwest will turn over access to the space."
21 And this seemed to be inconsistent with Exhibit 468,
22 which provides that the -- I think that's with regard
23 to the recurring charges, that the recurring charges,
24 okay, do not begin until it's completed. Hang on a
25 second. It was more in my mind last night than it is

02360

1 this morning.

2 Okay. The first sentence, actually,
3 "Payment shall be made upon completion of the
4 collocation," and in our view, payment should be made
5 upon acceptance pursuant to the walk-through five
6 days beforehand at the time that Qwest thinks it's a
7 complete go ahead. You're the expert on this.

8 MR. ZULEVIC: Yeah, go ahead.

9 MR. MENEZES: Just on the same sentence, I
10 had the similar concern, but I thought that perhaps
11 if we used the defined term "ready for service," that
12 that would conform it to the rest of the agreement.
13 So I think the sentence would read, "Payment for the
14 remaining nonrecurring charges shall be upon the RFS
15 date, period."

16 JUDGE RENDAHL: Is that acceptable to
17 Qwest?

18 MS. BUMGARNER: Okay.

19 MR. HARLOW: That's what we were looking
20 for, Your Honor.

21 MR. ZULEVIC: I think the thing we wanted
22 to be sure of is that both the CLEC and Qwest agree
23 that everything is complete before any billing
24 starts. At that time, you should get your hundred
25 percent, your other 50 percent of the nonrecurring,

02361

1 and then recurring charges should start at the time
2 that we agree it's ready to go.

3 JUDGE RENDAHL: And that's to be consistent
4 with Exhibit 468 or to be consistent with --

5 MS. BUMGARNER: We do have an issue with
6 that, particularly in light of where we are with some
7 of the situations recently where we have CLECs who
8 are not able to pay or cancelling collocations or
9 abandoning collocation sites. I think we have a
10 concern that what this leaves us open to is we can
11 complete the job, and the CLEC could never or choose
12 never to give us some kind of an acceptance or tell
13 us that the job, in their mind, was complete, and
14 that then we're left having done a lot of work and,
15 in our view, have completed the collocation job and
16 aren't able to get the payment. So I think we do
17 have a concern about that.

18 MR. WILSON: It would seem that if a CLEC's
19 not going to pay, they're not going to pay. If it's
20 complete or -- I mean, if you ask for it on
21 completion or ready for service, if they're going to
22 try to hold you up on it, I don't see why changing
23 the date protects you at all.

24 MS. FRIESEN: There are other avenues,
25 legal avenues that you would have to evict somebody

02362

1 who's not paying, to do other things. I don't know
2 why you want to penalize the CLEC that actually is
3 ready to pay.

4 MR. CAMPBELL: I think, after discussing
5 and talking, the suggestion of RFS is acceptable to
6 us. The discussion around mutually accepted
7 completions, et cetera, is where it gets a little
8 fuzzy for us. If we have RFS, there are other issues
9 associated perhaps with completion and completion
10 packages and payments, and there are other avenues
11 for pursuing that.

12 MR. ZULEVIC: Well, in reading the
13 definition of RFS, I'm not sure if it does go far
14 enough, if it actually does include a provision for
15 mutual acceptance. As I've stated in my testimony,
16 this has been a problem that I've had for the last
17 two years in accepting collocation arrangements, in
18 that too often there is not a formal acceptance
19 process, and we end up with the billing starting on a
20 collocation before it's service ready, because of the
21 internal process that Qwest uses to complete their
22 collocations on time.

23 I've got one collocation that I never did
24 find acceptable in Colorado that I've been in dispute
25 with on the recurring charges for over a year now,

02363

1 and that's the kind of thing that has to be avoided.
2 I understand your point about some CLECs not
3 accepting their cages on time or collocations on time
4 and so forth, but I think that something has to be
5 done to ensure that I'm getting what I'm paying for
6 at the time I'm paying for it.

7 MS. BUMGARNER: And I would agree with you,
8 Mike, that there may be instances where we have
9 disagreements, and there are dispute processes for
10 dealing with those situations. And your issues that
11 you had raised about process, I have taken action
12 with our internal operations people, and they have
13 gone back to reinforce with the account managers and
14 with our -- the collocation -- the SICMs, I don't
15 know what the acronym stands for off the top of my
16 head right now, but the installation managers, their
17 responsibilities on those processes. So they have
18 been refreshed on that, reviewed after our
19 conversations previously here in the workshop, and so
20 they are supposed to be following the standard
21 process.

22 They do have completion packages. They do
23 have documentation about how they're supposed to get
24 sign-offs and acceptance, so we have taken action on
25 that. I know that there will be instances where we

02364

1 have disputes, and that's what the dispute process is
2 about. I hope we can reach conclusion on that.

3 In terms of the wording on this SGAT
4 section, if we were to change that to payment for
5 remaining nonrecurring charges shall be applied, RFS
6 -- the collocation RFS, is that -- I'm trying to
7 understand what your proposal was.

8 MR. MENEZES: I think I had suggested just
9 the RFS date.

10 MS. BUMGARNER: Okay. Upon the RFS date?

11 MR. MENEZES: Yes.

12 MR. HARLOW: Your Honor, I have a
13 suggestion for kind of moving us along here.

14 JUDGE RENDAHL: That's fine. I do want,
15 before we move any further, can you give the court
16 reporter an acronym for SICM?

17 MR. CAMPBELL: State interconnection
18 manager.

19 JUDGE RENDAHL: Thank you. Go ahead, Mr.
20 Harlow.

21 MR. HARLOW: I think that, for purposes of
22 consistency, that Mr. Menezes' suggestion is a good
23 one, and I think Covad is probably going to have to
24 suggest some language on brief for an acceptance
25 procedure, and this is addressed in Mr. Zulevic's

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1 prefiled testimony, so I think we've got the record
2 for it.

3 And what we'll probably propose is to put
4 that into the definitional section 4.49(a), so that
5 whatever acceptance procedure condition that the
6 Commission might decide to accept, that would then
7 track through all the provisions later on in the SGAT
8 that use the RFS terminology.

9 JUDGE RENDAHL: My suggestion -- I think
10 that's a very good proposal, and my hope is that if
11 you are participating in additional workshops, maybe
12 not the multi-state, but Arizona or Colorado, that
13 you address that in the collocation. And to the
14 extent that the parties reach agreement, wonderful.
15 If not, we'll hear about it in brief.

16 MR. HARLOW: Mr. Zulevic, I'm certain, will
17 address it in Colorado.

18 MR. ZULEVIC: It has been addressed there.

19 JUDGE RENDAHL: Okay. So at this point,
20 we'll indicate this section is at impasse, even with
21 the suggested language change, and go on, unless, Mr.
22 Cattanach, you had a suggestion?

23 MR. CATTANACH: Well, Your Honor, I think,
24 actually, we are in agreement as at least the ready
25 for service. I don't think that's an impasse. We

02366

1 may disagree with what RFS ought to mean some day,
2 but whatever that turns out to mean, I think
3 everybody's okay with using RFS in the section. I
4 think we can close at least that part of the section
5 out. That's what I heard Mr. Harlow say.

6 MR. HARLOW: Yes.

7 JUDGE RENDAHL: Are the parties okay with
8 that? So in a sense, we can say we're in agreement
9 on the section and work out the details on RFS?

10 MR. HARLOW: We're at impasse on 4.49(a),
11 but in agreement on 8.5.3.1.

12 JUDGE RENDAHL: Okay. Thank you for the
13 clarification.

14 MS. YOUNG: Can I just ask a quick question
15 of Covad? Is the issue, Mike, that you are really
16 addressing further down in that paragraph, where it
17 talks about CLEC will sign off on the completion of
18 the physical space, which then starts the actual
19 monthly recurring. Is that my understanding, the
20 issues you had with Qwest is the monthly recurring
21 starting prior to the space?

22 MR. ZULEVIC: Well, it's actually both.

23 MS. YOUNG: It's both nonrecurring and
24 recurring? Okay.

25 MR. ZULEVIC: Right. The primary issue I

02367

1 have going on right now deals with the recurring
2 charges starting without my having actually accepted
3 the --

4 MS. YOUNG: Because in reading this billing
5 paragraph, it's kind of two steps. It looks to me
6 like one on the ready for service date, and the
7 second half of the nonrecurring kicks in, and then
8 there's a second step where the CLEC signs off on the
9 total completion, and at that point the monthly
10 recurring kicks in. So I was just trying to clarify
11 which was the issue, or will those both be addressed,
12 then, are you contemplating, in the definitional
13 section?

14 MR. HARLOW: I think it will. We'll have
15 to take a look at that.

16 MS. YOUNG: Okay. Thanks.

17 JUDGE RENDAHL: Okay. Beyond 8.5.3.1, do
18 parties have other issues through the rest of the
19 section? Mr. Menezes.

20 MR. MENEZES: I'd just like to back up, and
21 it's really the exact same comment that I just made.
22 In 8.5.2.1, Virtual collocation will be considered
23 complete when -- and it has some other language. And
24 my suggestion here is to say "shall be complete when
25 the premises is ready for service," and then strike

02368

1 the rest of that sentence up until "and the
2 collocated equipment has been installed." Seems to
3 me the distinction there with virtual is you have
4 some work to do, but -- which is common to other
5 collocation, but then you also have to install the
6 equipment.

7 And so it's partly a question, if you agree
8 that RFS is also applicable to virtual collocation,
9 plus installing the equipment.

10 MR. CAMPBELL: Would you clarify the last
11 statement, RFS for virtual includes the installation
12 of equipment? It sounded like you had that as an
13 adder.

14 MR. MENEZES: That's fine. I wasn't sure
15 how you would look at it. I mean, I just look back
16 at the definition of ready for service. It's ready
17 for service when Qwest has completed all operational
18 work in accordance with CLEC application and makes
19 functional space available to CLEC.

20 My initial reading was, yeah, that would
21 include, with virtual, putting in the equipment.

22 MR. CAMPBELL: That's correct.

23 MR. MENEZES: So I thought you might not
24 agree. So we could strike the rest of the sentence.
25 That's fine. Does that make sense?

02369

1 MS. BUMGARNER: Now I'm lost on the change
2 you're making to the sentence.

3 MR. MENEZES: Okay. It would now read,
4 "Virtual collocation would be considered complete
5 when the premise is ready for service," period.
6 Strike the rest of that first sentence.

7 MS. BUMGARNER: Okay.

8 JUDGE RENDAHL: And Qwest is in agreement
9 with that change?

10 MS. BUMGARNER: Yes.

11 JUDGE RENDAHL: Okay. Are there any other
12 suggestions to the SGAT sections on collocation to
13 the end?

14 MS. YOUNG: I just had one question on
15 8.5.1.1. The last sentence says that a CLEC may
16 begin submitting service order requests for Qwest
17 transport services and/or UNEs or ancillary services
18 after the final 50 percent balance was paid.

19 JUDGE RENDAHL: Are you looking at Exhibit
20 295 or Exhibit 468?

21 MS. YOUNG: Two-ninety-five. Oh, never
22 mind.

23 MS. BUMGARNER: That was a handout
24 yesterday.

25 MS. YOUNG: Yes, we did. Thanks. Sorry.

02370

1 MS. BUMGARNER: Okay.

2 JUDGE RENDAHL: Anything further to the end
3 of this section?

4 MR. MENEZES: Just a comment. At the very
5 end, we talk about maintenance and repair in 8.6, and
6 you have -- I'm sorry, did I skip ahead?

7 JUDGE RENDAHL: No.

8 MR. MENEZES: Okay. In 8.6, we have
9 maintenance and repair, and there are subsections for
10 virtual collocation, caged and cageless physical
11 collocation, and then ICDF. And I wondered whether
12 it would be appropriate to have sections on adjacent
13 collocation and remote collocation, as well, or would
14 you consider that they fall under 8.6.1, 8.6.2 and
15 8.6.3?

16 MS. BUMGARNER: We had added those new
17 sections, and I think you're right. They would fall
18 under the same situation I think we have with the
19 physical collocation. I need to find a place to add
20 it in. We will add something in on the adjacent and
21 remote.

22 MR. MENEZES: Okay.

23 JUDGE RENDAHL: So you will be adding
24 sections for adjacent and remote collocation under
25 Section 8.6 between now and the multi-state? And

02371

1 then I assume that will be -- the wording will be
2 discussed at the multi-state, then?

3 MS. BUMGARNER: Yes, we'll try to propose
4 where to add some wording in here.

5 JUDGE RENDAHL: Okay. Is there anything
6 further on the collocation section?

7 MS. BUMGARNER: I don't know if Mr.
8 Wilson's had a chance to look at the 8.6.3.1, which
9 is on the ICDF.

10 MR. WILSON: Yes, I looked at it. There's
11 an interesting issue that will come up in another
12 workshop, because in the emerging services workshop,
13 and Mr. Zulevic may appreciate this, we're being
14 charged for the inventorying or the reinventorying of
15 the jumper wires that here it says we're responsible
16 for. I think you may remember this issue. We went
17 around and around on this. I didn't know where this
18 was, but I won't bring it up as an issue here. It's
19 for that other workshop. Well, it's really another
20 workshop. I'll bring it up in the other workshop.

21 MS. FRIESEN: It's a disputed issue.

22 JUDGE RENDAHL: So it's a concern that, in
23 a sense, straddles two workshops, and you'll be
24 reserving your -- so would you be reserving your
25 concern, then, to the later workshop or --

02372

1 MR. CATTANACH: If I heard correctly, I
2 thought he was saying this might be okay, but our
3 position in the other workshop might not be.

4 MR. WILSON: Yeah, I don't see anything
5 wrong with this paragraph.

6 JUDGE RENDAHL: For purposes of
7 collocation?

8 MR. WILSON: Right.

9 JUDGE RENDAHL: But that you may raise this
10 issue again, this section again in the emerging
11 services workshop?

12 MR. WILSON: There seems to be a
13 discontinuity with another section, but this language
14 seems to be reasonable.

15 JUDGE RENDAHL: Okay. The only thing left
16 --

17 MR. HARLOW: Excuse me, Your Honor. You
18 called for more issues on collo, and I wanted to
19 chime in at the appropriate time.

20 JUDGE RENDAHL: This is it.

21 MR. HARLOW: Okay. First one is really
22 simple. I know we don't intend to take up remote
23 collo in depth here, but Ms. Bumgarner had indicated
24 yesterday that they have prepared revised language,
25 and I assume we're talking primarily about Section

02373

1 8.2.7, but there may be other affected sections.
2 Even though we aren't going to address those, I would
3 like to get those passed out today so that we can
4 prepare for the subsequent workshops in the other
5 states.

6 JUDGE RENDAHL: Well, maybe if Qwest can
7 provide them to the parties before the end of the day
8 tomorrow, then that would be helpful for you all to
9 have them. Is that acceptable, Mr. Harlow?

10 MR. HARLOW: Yeah, I think tomorrow would
11 be all right, as well. I'll be here, if not Mr.
12 Zulevic.

13 The other item is Qwest had a takeback on
14 8.1.1.4, which had to do with sharing of Qwest
15 collocation, and the proposed or current SGAT
16 provision in that section limits sharing to caged
17 collo. And Covad had requested sharing of cageless
18 and indicated the reason for that was their billing
19 system wouldn't allow them to bill multiple CLECs for
20 cageless collo. And we raised the question of
21 whether or not it would be acceptable to Qwest to
22 allow shared cageless collo if the CLEC that allowed
23 the sharing were to do the billing to the subsequent
24 CLEC or CLECs.

25 MS. BUMGARNER: We actually addressed that

02374

1 in the November 28th and 29th workshop. Our response
2 was no, that that would require a bona fide request.
3 It still involves systems work and process work for
4 us to come up with how you would allow a different
5 CLEC to process orders, because the CFA really
6 indicates the primary CLEC, for lack of a better way
7 to term it. The primary CLEC indicates their
8 termination, and using their company identifier on
9 orders that would be placed against those, we would
10 have to make changes on how you allow another CLEC to
11 process orders against those.

12 So we had answered that that also would
13 require a bona fide request to come up with that
14 development, and we had actually closed this issue
15 out.

16 MR. HARLOW: Okay.

17 MS. BUMGARNER: That it would be a bona
18 fide request.

19 MR. HARLOW: It's reflected in this as a
20 takeback, but I think we could convert that to
21 impasse and move on.

22 JUDGE RENDAHL: Just to clarify, Mr.
23 Harlow, the intent is not to go back and do takebacks
24 on collo at this point, but just to get through the
25 end of the section, understanding that there are

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1 other workshops going on in other states. And if you
2 have questions about other sections, maybe you could
3 do it outside of the context here. I understand
4 that's not exactly ideal, but we are limited by time
5 at this point.

6 The other issues I have on collo are these
7 three exhibits that Mr. Wilson is sponsoring. Is
8 there anything you wish to say about these exhibits
9 that you're sponsoring or just have them for people
10 to look at in advance of other workshops?

11 MS. FRIESEN: We'd just like them to be in
12 this record for folks to look at in advance of other
13 workshops. In fact, some of them have already come
14 up in the multi-state, and we'll be importing the
15 record if we come to agreement based on those.

16 JUDGE RENDAHL: Okay. Now, for all of the
17 exhibits, with the exception of the one Covad
18 sponsored yesterday, they've been marked, but not
19 admitted. Are there any objections to admitting the
20 Qwest exhibits or AT&T's exhibits from yesterday and
21 today?

22 MR. CATTANACH: No objection.

23 MS. FRIESEN: No objection.

24 JUDGE RENDAHL: Okay. They will be
25 admitted. And the last remaining issue we need to

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1 get through before we can go on and talk about
2 interconnection is Mr. Harlow's petition for
3 intervention of Yipes Transmission, Incorporated.

4 Before we move on, is there anything else
5 on collocation we need to address before we move on?
6 Hearing nothing, Mr. Harlow, you have the floor.

7 MR. HARLOW: Well, I think before I argue
8 for the next 10 minutes on it, Qwest indicated they
9 may not object. If that's the case, maybe we can
10 just proceed.

11 MR. REYNOLDS: That's true. The company
12 will not object to the intervention.

13 JUDGE RENDAHL: Okay. So hearing no
14 objection, I see no reason to disallow the proposed
15 intervention of Yipes. Yipes will be allowed as an
16 intervenor in the proceeding. Yipes.

17 MR. CATTANACH: For the humor value alone,
18 we thought it would be a good idea.

19 JUDGE RENDAHL: Okay. So now, let's -- Ms.
20 Bumgarner, you're released for the moment, I assume,
21 since Mr. Freeberg is on for interconnection.

22 MR. CATTANACH: Don't go too far. Want a
23 two-minute break or --

24 JUDGE RENDAHL: Yeah, why don't we break
25 till five after 10:00, and then come back.

02377

1 (Recess taken.)

2 JUDGE RENDAHL: Let's be back on the
3 record. While we were off the record, AT&T
4 circulated two additional exhibits. They have been
5 marked as Exhibits 471 and 472. 471 is SGAT language
6 for Section 8.2.1.9.2, referring to Inventory Reports
7 for Remote Premises. And 472 is Proposed Language
8 for SGAT Section 8.2.5.1, referring to the ICDF
9 Collocation. There are no objections to admitting
10 those exhibits, as I understand, so they will be
11 admitted.

12 Also, Qwest has circulated a revision or an
13 update to Section 7 of the SGAT, referring to
14 interconnection, and we will give that a new exhibit
15 number, and that number is Exhibit 434. And at this
16 point, do you wish to offer it or wait until you've
17 gone through the entire section and do everything as
18 a whole?

19 MR. FREEBERG: It's offered.

20 JUDGE RENDAHL: Are there any objections?

21 MS. FRIESEN: No objections.

22 JUDGE RENDAHL: Okay. Then Exhibit 434
23 will be admitted. Okay. And while we were off the
24 record, Mr. Freeberg also suggested that we use the
25 Washington issues log that Ms. Strain circulated and

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1 go through the issues that are listed as takebacks
2 and also those issues that are listed as impasse
3 issues that Qwest may have some proposed language to
4 resolve the impasse. And AT&T has indicated there
5 may be some issues they want to bring up as we go
6 through it. So let's go through starting with --
7 well, I'll let you go ahead.

8 MR. FREEBERG: Yeah, okay.

9 JUDGE RENDAHL: Do you have any preliminary
10 comments that you need to make, Mr. Freeberg?

11 MR. FREEBERG: I don't think so. I think
12 we can go right into it.

13 JUDGE RENDAHL: Okay. And you remain under
14 oath from your prior workshops.

15 MR. FREEBERG: Yes.

16 JUDGE RENDAHL: Okay. Let's go forward.

17 MR. FREEBERG: Let's begin, I think, by
18 mentioning one, I think, positive change. I think
19 one that we can probably move quickly past. It shows
20 up at the end of Section 7.1.1.1. In the future, I'm
21 going to try to refer to that as 7.1.1.1, easier to
22 say.

23 There's a new sentence there that I don't
24 think parties have seen in previous workshops. It
25 says, "Qwest shall comply with all state wholesale

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1 and retail service quality requirements." That was a
2 bit of language that AT&T proposed in its written
3 testimony, and it has been accepted and included here
4 in the SGAT, hopefully ensuring that that section, at
5 least, is closed and agreed to.

6 I'm going to skip past AT&T proposed
7 language at 7.1.1.1.2, where the subject of indemnity
8 is discussed. I think we covered that in a previous
9 workshop. I have nothing really new to add, and --

10 JUDGE RENDAHL: I do not see a 7.1.1.2 on
11 this document.

12 MR. FREEBERG: That's true. It shows up in
13 AT&T's testimony, and it was an exhibit, I think, in
14 a previous workshop. I don't know the number. AT&T
15 may know.

16 MS. FRIESEN: I think it's in our
17 testimony, in Mr. Wilson's testimony, on page 16 in
18 the Washington proceeding. It's an exhibit, I agree
19 with you, in some other workshop.

20 MR. FREEBERG: And I think we covered this
21 thoroughly in our previous workshop. There's really
22 no take-aways.

23 JUDGE RENDAHL: So I guess there's still an
24 impasse on that issue?

25 MR. FREEBERG: Yes, yes.

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1 MR. MENEZES: Could I just note for the
2 record the issue list we're going from identifies the
3 issues as 7.1.1.2, and I think it's 7.1.1.1.2.
4 MR. FREEBERG: I agree.
5 MR. CATTANACH: That's correct.
6 MR. MENEZES: Paula, do you see that?
7 MS. STRAIN: Thank you.
8 JUDGE RENDAHL: Okay. Thank you, Mr.
9 Freeberg.
10 MR. FREEBERG: Okay. I'll move next, then,
11 to 7.1.2. And in the issues log, under the
12 description at 7.1.2, you can see that there was a
13 movement away from the words "mutually agreeable" and
14 towards the words "technically feasible." Those
15 words have been incorporated at 7.1.2, and so I'm
16 hoping we could change that from impasse to agreed.
17 JUDGE RENDAHL: Is there any objection by
18 the parties?
19 MS. FRIESEN: One moment, Your Honor.
20 MS. HOPFENBECK: That was a WorldCom
21 change, and WorldCom appreciates that. Yeah, we're
22 fine with this.
23 JUDGE RENDAHL: Any other comments or are
24 people still perusing this?
25 MR. WILSON: AT&T's okay with that

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1 language.

2 JUDGE RENDAHL: Okay. Any other comments
3 or objections?

4 MR. FREEBERG: Moving on, then, to 7.1.2.1.

5 JUDGE RENDAHL: Sure. I'm going to -- we
6 will indicate this is agreement on the issues log at
7 this point, then. Okay. Let's move on.

8 MR. FREEBERG: At 7.2.1.2.1, we left that
9 as an impasse. It's not a take-away. I don't
10 believe you'll find any new language in the SGAT at
11 this point. The only reason I stop here is maybe to
12 just very briefly recap Qwest's position with one
13 more data point.

14 JUDGE RENDAHL: Now, just to clarify,
15 7.2.1.2.1?

16 MR. FREEBERG: Yes. Oh, pardon me, did I
17 say that backwards? 7.1.2.1.

18 JUDGE RENDAHL: Thank you.

19 MR. FREEBERG: The subject being entrance
20 facility.

21 JUDGE RENDAHL: Thank you.

22 MR. FREEBERG: And because this is in the
23 record from a previous workshop, I'll very quickly
24 state, restate why Qwest believes this is appropriate
25 wording in the SGAT, and then I'll add one new

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1 matter, and then perhaps we can move on from there.

2 In my testimony, I point out that an
3 entrance facility is, we believe, fundamentally
4 different as a loop than an interoffice facility, and
5 I won't recap that. I made the point that the
6 entrance facility in Qwest's SGAT is priced at
7 TELRIC, and it is very, very different from the form
8 of entrance facility that an interexchange carrier
9 might be used to for the purposes of exchange --
10 switched access, pardon me.

11 A third point, I think I want to be sure we
12 made, is that there is an administrative
13 infeasibility from our point of view in accepting the
14 position that intervenors propose, and that problem
15 has to do with the lack of V&H coordinate in all
16 cases existing, so that a distance measurement can be
17 calculated. That is at the far end of an entrance
18 facility, at the CLEC end of an entrance facility,
19 there is very often an interface that does not have a
20 V&H coordinate, so it makes it very difficult to
21 measure a distance and apply a distance-sensitive
22 price.

23 JUDGE RENDAHL: What does D&H stand for?

24 MR. FREEBERG: Oh, pardon me, vertical and
25 horizontal.

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1 JUDGE RENDAHL: V&H. Thank you.

2 MR. FREEBERG: The fourth point we made is
3 that within the FCC's first report and order, at
4 appendix B, where proxy rates are discussed, entrance
5 facilities is mentioned, which we think is an
6 endorsement of its application.

7 And finally, the one new point I was going
8 to make is I recently read the state of
9 Massachusetts' evaluation of Verizon's application
10 there, and they make mention of entrance facilities
11 at several points. I also found BellSouth with a
12 rate element they call local channel, which I believe
13 is effectively, again, the same thing as entrance
14 facility, so --

15 JUDGE RENDAHL: Do you have citations to
16 those two documents?

17 MR. FREEBERG: I could give you them now.

18 JUDGE RENDAHL: Thank you.

19 MR. FREEBERG: In Docket Number 00-176,
20 which is the reply comments of the Massachusetts
21 Department of Telecommunications and Energy, which is
22 dated November 3rd of 2000, at pages three and five,
23 where checklist item one is discussed, entrance
24 facilities are mentioned three times.

25 The BellSouth reference would be from the

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1 BellSouth Web site on interconnection.

2 MS. FRIESEN: Would you give the Web site,
3 if you've got it?

4 MR. FREEBERG: I have
5 http://interconnection.bellsouth.com/become_clec/be_clec_ics_agree.html

6
7 JUDGE RENDAHL: Thank you.

8 MS. HOPFENBECK: Which direction do the
9 slashes go? Are they backslashes?

10 MR. FREEBERG: They're forward slashes.

11 MS. HOPFENBECK: Forward, okay. Boy,
12 you're going to make me --

13 MS. FRIESEN: AT&T is still at impasse with
14 respect to this particular section, and we will
15 address the cites and claims made by Mr. Freeberg in
16 regard to Massachusetts and BellSouth in our
17 briefing.

18 JUDGE RENDAHL: Okay. Any comments by any
19 parties on this issue? Okay. Then it will remain at
20 impasse.

21 MR. FREEBERG: I think then I would move to
22 7.1.2.3. It says WorldCom takeback, and maybe I'll
23 start and then WorldCom can comment. Since our last
24 workshop, I met with some WorldCom representatives,
25 Dana Garvin, Jill Wickes. They sent me some

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1 language. It was -- what was sent was an excerpt
2 from a Southwestern Bell agreement of some kind. It
3 was several pages. It addressed more than mid-span
4 meet, and I frankly just wasn't quite sure what to do
5 with it. That is, there was no specific suggestion
6 that this particular language belongs in Qwest's SGAT
7 at this point, and so I was left really not quite
8 sure what to do with it, so there have been no new
9 changes made to the SGAT based on this discussion
10 that we had with WorldCom.

11 MS. HOPFENBECK: I will just add that it's
12 really a work in progress at this point. I was under
13 the impression before I got here that Mr. Freeberg
14 and Ms. Garvin had actually gone further than they
15 have, and I will now tie up those loose ends and try
16 to reflect whatever -- any agreement that we reach
17 between now and the briefing will be reflected in the
18 brief.

19 JUDGE RENDAHL: Okay. I think in terms of
20 agreements reached, I've asked that when Qwest files
21 its new portions of the SGAT, that they also reflect
22 what issues have changed from takeback or impasse to
23 agreement, and I have no objection to the parties
24 also indicating that in their briefs, but just so
25 you're aware of the process.

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1 MS. HOPFENBECK: The question is whether
2 this would be resolved before next Wednesday, which
3 is when this particular mini SGAT would be filed, so
4 it may be that it would be reflected in the brief,
5 and then would later be reflected in the completed
6 SGAT filed before the Commissioners hear our
7 presentations and before we file our --

8 JUDGE RENDAHL: Thank you for your
9 clarification. Mr. Wilson.

10 MR. WILSON: AT&T also has an issue with
11 this that could be crystallized, I think, by saying
12 that the last sentence should be dropped. We feel
13 that facilities used in a mid-span type situation
14 should be -- the facilities, though not particular
15 trunks, should be usable for unbundled element
16 transmission, as well, that it's efficient. We'll
17 brief that.

18 JUDGE RENDAHL: Thank you. Any other
19 comments by Qwest or other parties on this issue?
20 Okay. Then it will remain a takeback at this point,
21 or should we convert it to impasse?

22 MS. FRIESEN: I think it's probably safe to
23 convert it to impasse at this juncture.

24 MR. FREEBERG: I think the next takeback
25 item, then, shows up at 7.1.2.5.

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1 MS. FRIESEN: Before we hit that, we would
2 like to -- we think this is the appropriate place --
3 interject a quick discussion on Qwest's new policy
4 for single point of presence in a LATA for the CLEC,
5 and I've got an exhibit to accompany their new
6 policy.

7 JUDGE RENDAHL: Is there a particular SGAT
8 section that this relates to?

9 MS. FRIESEN: We think it probably belongs
10 in the discussion right prior to the deletion of the
11 interLCA, but --

12 JUDGE RENDAHL: I was just wondering if
13 there already was an assigned SGAT number. If not,
14 let's just take it up.

15 MS. FRIESEN: Oh, no, there's not.

16 JUDGE RENDAHL: Why don't you just
17 circulate it, and then we'll assign it a number.
18 This will be Exhibit 473. I assume Mr. Wilson is
19 sponsoring this document?

20 MS. FRIESEN: Yes, he is. Thank you.

21 JUDGE RENDAHL: Okay. This is a Qwest
22 document, I note.

23 MS. FRIESEN: Yes, it is. It's a document
24 that was sent to AT&T's account team from Qwest, and
25 I think that the attorney-client privilege notation

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1 and the work product notation below is a mistake. I
2 think we determined that in the multi-state. Is that
3 correct, Tom?

4 JUDGE RENDAHL: Before -- let's clear this
5 up before people really start reading it.

6 MR. CATTANACH: Well, I think it is out of
7 the bay, so to speak.

8 MS. FRIESEN: It's already waived.

9 JUDGE RENDAHL: It's been waived.

10 MR. CATTANACH: We're not going to say
11 anything about it, one way or the other, other than
12 this is not the first time this has been seen; right?

13 MS. FRIESEN: Right.

14 MR. CATTANACH: This was in the
15 seven-state?

16 MS. FRIESEN: Yes.

17 MR. CATTANACH: Right.

18 MS. FRIESEN: In fact, this was sent to
19 AT&T by the Qwest account team, so to the extent
20 there ever was any privilege associated with it, it's
21 long gone.

22 JUDGE RENDAHL: Okay. So there's no need
23 to designate this as confidential?

24 MS. FRIESEN: No.

25 MR. FREEBERG: No.

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1 MR. CATTANACH: We would agree with that.

2 JUDGE RENDAHL: Okay. That's all I need to
3 clear up.

4 MR. FREEBERG: To make one point --

5 JUDGE RENDAHL: And what would you refer to
6 this document as?

7 MS. FRIESEN: Qwest's Policy for SPOP,
8 S-P-O-P.

9 JUDGE RENDAHL: Okay. Again, this is
10 marked as Exhibit 473. Please go ahead, Mr. Wilson.

11 MR. WILSON: Well, I think we just need
12 some clarification. There's been some confusion, I
13 think, between AT&T and Qwest as to whether or not
14 the SPOP proposal, as presented in this document, is
15 in correspondence with the SGAT language that Qwest
16 has currently in this section or in other sections
17 within interconnection.

18 The SPOP, as we understand it, is Qwest's
19 proposal to allow the CLECs to interconnect at access
20 tandems in some circumstances. That was presented
21 here by Qwest some time ago, and this document
22 represents, I think, the product management's
23 expounding of that proposal. So I think we just
24 needed Mr. Freeberg to clear up a few points as to
25 whether this should be representing what is also in

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1 the SGAT.

2 MR. FREEBERG: Let me give that a try. I
3 believe I agree with Mr. Wilson. That is, when Qwest
4 made the decision to exchange local traffic at a toll
5 tandem, was we thought an important decision, it was
6 one which affected not only the proceedings here, but
7 affected a lot of existing contracts and so forth,
8 given the fact that parties have pick and choose
9 options to amend contracts and so forth.

10 So when the earliest announcements came out
11 on this, there was a request for a more voluminous
12 explanation of the impact that this announcement
13 would have. And I believe this exhibit that was just
14 handed out was an early attempt at that.

15 The fact that it says attorney-client work
16 privilege on the bottom, and if you look through it,
17 you'll find there are some editorial comments kind of
18 scattered throughout it, there is a more public
19 version. It is very, very similar, and there are few
20 changes to it, that was released on the 19th of
21 December. And I don't have copies to hand out here.
22 I could provide them later on and you could compare
23 the two.

24 The question I was asked is is this
25 something other than local interconnection service as

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1 we have known it, is it somehow another product,
2 mutually exclusive from LIS as we've known it. And
3 the answer, I believe, to that is no, it's not. This
4 is local interconnection service. Again, Qwest
5 believing it had made an important improvement to the
6 product, put a -- I'll call it a marketing name on
7 it, and that was SPOP, I think it's referred to in
8 the document, but SPOP is certainly a part of LIS as
9 it's described in the SGAT, local interconnection as
10 it's described in the SGAT; it's not something
11 separate or different.

12 Here's the really important point, I think.
13 It shows up in the first sentence of the fourth
14 paragraph. And if I could read it, it says, "If our
15 wholesale customers have an existing CLEC local
16 interconnection service or wireless service provider
17 type two interconnection network, they can keep their
18 existing trunking network intact with its multiple
19 points of interconnection adding to this current
20 configuration as appropriate or -- so that's a
21 thought -- or utilize the new single point in the
22 LATA product.

23 So here's the important point. Product
24 enhancements by Qwest shouldn't be forced on parties
25 who have existing interconnection agreements. They

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1 should be allowed to continue to keep their existing
2 interconnection agreements and not be impacted by
3 Qwest's new product announcements unless they think
4 those announcements are good ones, ones they'd like
5 to adopt, ones they'd like to take on, and then, in
6 fact, the contract amendment will be signed by both
7 parties and life will go on, taking advantage of the
8 new offering.

9 If, on the other hand, a CLEC evaluates
10 this wonderful new offering as something that is
11 really not so wonderful, they should have the
12 opportunity to throw it in the trash can and do
13 business unaffected.

14 So I think we're -- Qwest understands that
15 that's an important point, and I believe that this is
16 -- the introduction of this new product has maybe
17 been done a little better than others have in the
18 past, and I believe this document is largely
19 consistent with the SGAT.

20 I'd point out two things that I saw as
21 inconsistencies, if you'd like me to do that. And
22 they're, I think, minor changes that, in fact, we
23 can, you know, discuss further revision, but I'll
24 point them out, as I think there's a lot of
25 consistency with, you know, as I say, only two minor

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1 possible inconsistencies between this document and
2 the SGAT.

3 If you go to the bottom of page one and you
4 go to the language behind numeral one, it reads, "If
5 a Qwest local tandem supports the area in which the
6 CLEC or wireless service provider intends to do
7 business, all local trunking must be ordered to the
8 Qwest local tandem or the Qwest local calling area
9 served by the Qwest local tandem."

10 The problem I guess that I saw with that is
11 all trunking need not be ordered to the tandem. That
12 is, direct trunking from end office to end office
13 could certainly be ordered. And to the extent
14 someone interprets this sentence as saying no longer
15 is direct trunking available, I think, you know, I
16 saw that as a little concern. I think in this
17 document, the words "or a Qwest end office" could
18 come right after Qwest local tandem, and that would
19 clear that up. Again, I think it's a minor matter.

20 A second matter that shows up on the second
21 page -- take that back, the third page, third page at
22 numeral 12. In the exhibit that was handed out,
23 which, again, I'll emphasize was a preliminary
24 version of what was finally distributed, there's a
25 comment that says, "The single point of presence in

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1 the LATA product will not be used for the sole
2 purpose of Internet service provider bound interstate
3 in nature traffic."

4 Now, I don't think you'd find that in the
5 SGAT anywhere, so in order to make this entirely
6 consistent with the SGAT, there is language in the
7 version of this which was finally distributed, and
8 there is -- let me read that to you, what it says in
9 addition at numeral 12. It says, "The above
10 statement is a general policy for all local
11 interconnection services. Where customers have
12 interconnection needs, Qwest will always do its best
13 to accommodate the customer." So the attempt there
14 was to make this less absolute and more flexible.

15 So those are the only two things I saw that
16 might have been even potentially construed as
17 inconsistencies between the SGAT and this document.

18 MR. WILSON: A couple quick questions for
19 Mr. Freeberg. In the sentence that you pointed out
20 in paragraph four on the first page.

21 MR. FREEBERG: Yes.

22 MR. WILSON: I think part of the AT&T
23 problem is, at some points, the account team was
24 reading this or interpreting it that we could not
25 order trunking to the access or to the toll tandem if

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1 we already had trunking to local tandems, et cetera,
2 et cetera. Because it's not clear from the clause
3 adding to its current -- adding to this current
4 configuration's appropriate, would include trunking
5 to the toll tandem, which is the whole point of the
6 SPOP.

7 MR. FREEBERG: I believe when this was
8 written, the intention was that we are not somehow
9 grandfathering LIS as we knew it before,
10 grandfathering to the sense that you can keep it, but
11 you can't add to it. And I think here that the
12 writing was done in this way to try to say, you know,
13 make no mistake, you can keep what you have, you can
14 add to what you have, you know, there is -- there
15 should be no, again, impact on it, based on the
16 introduction of this new willingness on Qwest's part.

17 MR. WILSON: Shouldn't, then, it say
18 "and/or utilize the new SPOP," then, instead of "or,"
19 because it seems like it's exclusive. You can keep
20 your old setup or you can do an SPOP, and you know,
21 for carriers that are all over state, you need to be
22 able to do both.

23 MR. FREEBERG: Yeah, I have no problem, you
24 know, adding that to this. I think that would be
25 fine.

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1 MR. CATTANACH: Just so we're clear, we're
2 talking about adding --

3 MR. FREEBERG: Not talking about the SGAT;
4 we're talking about --

5 MR. CATTANACH: Not the SGAT, we're not
6 changing the SGAT; we're just talking about this
7 other document, this product.

8 MR. WILSON: Right, because that seems to
9 be the one that is controlling our actual business
10 relationship right now.

11 JUDGE RENDAHL: This document is
12 controlling, as opposed to the SGAT?

13 MR. WILSON: Right. The SPOP document is
14 the one that our implementation people are discussing
15 with the account team. So that's kind of a concern.

16 MR. KOPTA: And just to add, I want to
17 interject at this point, it is my understanding from
18 talking with my clients that have dealt with their
19 respective account teams, that Mr. Wilson's
20 characterization is -- seems to be Qwest's
21 interpretation of this product, that it is an
22 either/or kind of a situation, that they're not
23 allowing CLECs to do both, to use the SPOP product as
24 well as to have direct trunking to local tandems and
25 end offices.

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1 And so there is some concern that has been
2 expressed along those same lines that Mr. Wilson was
3 talking about, in terms of implementation of this. I
4 mean, it's one thing for us to sit in here and agree
5 that it should be and/or, but our concern is is this
6 going to get filtered down to the people that are
7 actually implementing this particular document. And
8 that's what we want to make sure happens, since it
9 doesn't seem to be in the SGAT, it's in this document
10 that's in Qwest's control, and there's no way of
11 ensuring, as we leave here, that anything's going to
12 be different than the way that it's been implemented
13 to date. There's nothing in the SGAT that is a legal
14 requirement for you to allow both of these things,
15 and there's nothing in this document that has any
16 kind of binding legal effect, either.

17 MR. FREEBERG: The controlling document
18 ought to be your interconnection agreement, not the
19 SGAT, not this product announcement, you know; it
20 ought to be your interconnection agreement. To the
21 extent that your interconnection agreement deserves
22 amendment, you know, I would think what you would
23 know is Qwest should be agreeable to anything that's
24 along these lines. Qwest should be agreeable to the
25 kinds of things we've talked about here around the

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1 SGAT. But that doesn't mean your interconnection
2 agreement has changed until we've each signed off on
3 the change.

4 MR. KOPTA: And I agree with that. I guess
5 the concern that I have, though, is that this is
6 something that's relatively new. My understanding is
7 that there isn't any contract language that actually
8 implements this that Qwest has proposed for amending
9 existing agreements, nor is it incorporated in the
10 SGAT. So to the extent that Qwest wants to rely on
11 this product to show that it has a binding legal
12 obligation under Section 271, there's nothing in this
13 record that reflects that.

14 So it seems to me that if Qwest wants to
15 rely on this product as a way of meeting its legal
16 obligation, then it ought to be incorporated into the
17 SGAT in some way, shape or form, or have some kind of
18 --

19 MR. FREEBERG: We are missing each other,
20 then, because I believe this is entirely incorporated
21 into the SGAT. Let me give you one example. All the
22 words about interLCA facilities have been struck from
23 the SGAT. It's one of the very important differences
24 that come when a party says, yes, I'm interested in
25 your SPOP approach to interconnection. So I believe

02399

1 the model agreement for SPOP is the SGAT.

2 MR. KOPTA: And then, I guess, then, I
3 would ask where within the SGAT is this particular
4 provision that we were talking about in Exhibit 473
5 reflected? Where can I go to look in the SGAT and
6 say, okay, I can get local interconnection through
7 the access tandem or through a local tandem or via
8 the end office?

9 MR. FREEBERG: It is at Section 7,
10 throughout Section 7, and it starts right in at the
11 first paragraph and it's incorporated throughout.
12 There have been dozens of changes made to this
13 Section 7 of the SGAT based on the development of
14 this SPOP product.

15 MR. WILSON: Right. And I think that part
16 of our problem is that the account teams are taking
17 the SPOP document as gospel, rather than the SGAT.
18 And so we're having trouble working with them to get
19 an amendment because the SPOP document seems to have
20 some restrictions that we don't like that are not in
21 the SGAT, so that's kind of where we get tied up.

22 MR. FREEBERG: Can you give me an example?

23 MR. WILSON: Well, the one sentence that I
24 pointed out that needs an "and/or," and then, for
25 instance, the last sentence in paragraph four, page

02400

1 one, which says "The use of the SPOP in the LATA
2 product in addition to an existing network may
3 require review on an individual case basis to
4 determine implementation feasibility and optimum
5 network size." So it's not being offered by the
6 account team as another trunk that can be ordered.
7 It looks like everything is being forced to ICB with
8 these types of trunks.

9 MR. FREEBERG: Again, I think that there is
10 an attempt here to try to bring both the wireless and
11 wire line products more into alignment. I think that
12 last sentence that you mentioned was one which says
13 we are willing to talk to any party with an existing
14 interconnection agreement that may have a unique or
15 unusual term in it that allow that to be, you know,
16 retained or not.

17 Again, a dramatic change here, I think, is
18 the elimination of the interLCA facility as a rate
19 element, and if you want to take on the new thing and
20 keep the old, what do you do with that? Does it stay
21 or go?

22 JUDGE RENDAHL: Does AT&T have suggestions
23 on how to incorporate this into the SGAT?

24 MR. WILSON: Well, no, I think the issue is
25 if Qwest were taking their case to the FCC today or

02401

1 to the Commission, let's start there, to the state
2 Commission, we would have to say that this is not
3 available to AT&T. They are not allowing AT&T to
4 order these trunks under reasonable terms and
5 conditions.

6 So I think it's a problem that Qwest needs
7 to solve with its account team so that we can say,
8 yes, in fact, these trunks are available. Today
9 they're not available to us. I think that's the
10 problem. If we had the SGAT and they were
11 implementing it, we could say, yes, we don't have the
12 SGAT yet and we also can't order these trunks. I
13 think that's the issue.

14 And for example, there's another -- one
15 more sentence I wanted to point out in paragraph two
16 on the first page. The second sentence, at least as
17 far as we read it, seems that if we would agree to
18 that, it would in some way abrogate some of our
19 rights to single point of interface, because it seems
20 to push the interface point back to our switch, which
21 then would allow Qwest to say, oh, well, you've got
22 to interconnect everywhere.

23 So I think there's a few problems in the
24 way the SPOP was drafted. I mean, I appreciate it
25 was Qwest's attempt to expand the kind of minimalist

02402

1 language that's in the SGAT, but we've spent a lot of
2 time on the SGAT making sure that everyone
3 understands the issues and we can impasse, whereas
4 our people were kind of being told, This is SPOP,
5 take it or leave it. And they can't take it right
6 now, because it has things in it that would seem to
7 abrogate our rights back here. So that's our
8 problem. And you can't order it without getting
9 something, an amendment to your contract, so it's
10 kind of chicken and egg.

11 MS. FRIESEN: For purposes --

12 MR. FREEBERG: My input is that AT&T began
13 to order this -- literally, there was correspondence
14 in August, even in advance of Qwest's formal press
15 release. Allowing them to purchase this couldn't
16 have been more immediate. So my experience is not
17 the same.

18 JUDGE RENDAHL: Mr. Menezes.

19 MR. MENEZES: A couple of comments, and I'd
20 like to ask Mr. Freeberg some questions. From the
21 clients I've spoken to, to the extent we've ordered
22 SPOP, we've done it with a reservation of rights
23 because of many of the concerns that Mr. Wilson has
24 raised.

25 In the second paragraph that Mr. Wilson is

02403

1 talking about, the language -- I'm going to just read
2 the language, because I'd like it to go into the
3 record. "For the purpose of this product, point of
4 interconnection, POI, is defined as the wholesale
5 customer's physical presence and not the Qwest
6 serving wire center, as has traditionally been the
7 case with interconnecting carriers."

8 To just piggyback on Mr. Wilson's comment,
9 this seems to turn around the ILEC obligation to
10 permit CLECs to interconnect at any technically
11 feasible point in the ILEC network at a single point
12 in a LATA. So that's a very big concern for AT&T. I
13 don't know if you want to respond to that, Mr.
14 Freeberg, or if I should just go on to my questions.

15 MR. FREEBERG: Well, the discussions we've
16 had in previous workshops, I thought I understood,
17 was that you were unhappy that you needed to meet
18 Qwest at many points within a LATA, many serving wire
19 centers, and I thought here's language which says
20 that's not necessary, and now I'm understanding this
21 didn't solve the problem.

22 MR. MENEZES: The single point of
23 interconnection in a LATA that a CLEC might choose
24 would be, for example, the Qwest access tandem.
25 There's a single Qwest access tandem in a LATA, it

02404

1 would allow for traffic to flow between carriers and
2 out to the end offices, all of the end offices, Qwest
3 end offices in the LATA. That would be a single
4 point of interconnection.

5 If a CLEC chose to have additional points
6 for whatever reasons, technical reasons, you know,
7 that would be a CLEC choice. But as this is written,
8 and as it was initially written, and maybe it's
9 changed now, a CLEC, from its switch, would have to
10 interconnect with each local tandem, and only in the
11 case where a local tandem is not available to get to
12 an end office could a CLEC interconnect at the access
13 tandem. And I believe that's how it's expressed in
14 the SGAT 7.2.2.9.6.1, I believe, and that's how it's
15 expressed here. To that extent, they're perhaps not
16 that different, but it's still an objection, and I
17 think we've talked about that before.

18 MR. FREEBERG: Yeah, the language that
19 we've focused on is that which is in the SGAT. We
20 haven't focused as hard on this document, since it
21 doesn't -- shouldn't control, you know, our dealings.

22 MR. MENEZES: Right. And the second
23 paragraph to us, when we reviewed it at AT&T, was
24 kind of a red light that said this isn't exactly what
25 we thought it was when Qwest came out with its press

02405

1 release in -- I don't know if it was September or
2 October, about a single point of interface per LATA.
3 So there's that.

4 Now, I'd like to follow up with a few
5 questions on the description that you provided a few
6 moments ago.

7 MR. FREEBERG: Okay.

8 MR. MENEZES: You had said -- you threw out
9 the rhetorical question, is this different from LIS,
10 and your answer was no, it's not.

11 MR. FREEBERG: It's an enhancement to LIS.

12 MR. MENEZES: It's an enhancement to LIS.

13 The SPOP product is not described in the SGAT.

14 MR. FREEBERG: Yes.

15 MR. MENEZES: LIS is -- local
16 interconnection service is identified in the SGAT.

17 MR. FREEBERG: The four letters SPOP are
18 not there.

19 MR. MENEZES: Right. Well, the reason I'm
20 asking my questions are products are very important
21 to the way Qwest does business and the way it wants
22 interconnection agreements to be written, in our
23 experience.

24 MR. FREEBERG: Qwest is trying to develop a
25 surviving, thriving wholesale business, yes.

02406

1 MR. MENEZES: So I think I heard you say
2 that the way the SGAT is written today, without a
3 specific reference to the SPOP product, a CLEC could
4 order SPOP trunking; is that correct?

5 MR. FREEBERG: Yes.

6 MR. MENEZES: Okay. The AT&T
7 interconnection agreements, many of them, including
8 the Washington agreement, states that AT&T can
9 interconnect at a single point in the LATA with
10 Qwest's network. And so my question is, given that
11 language, would Qwest require an amendment of AT&T's
12 or any CLEC's interconnection agreement that has that
13 language when we want to order SPOP?

14 MR. FREEBERG: Again, there are many, many
15 agreements, and I'm not familiar with all of them.
16 And I think, you know, that any party with an
17 agreement might read the SGAT and say, Here's some
18 language I'd like to adopt. And I think they have
19 that opportunity to do that. Any party, I think,
20 could go to Qwest and say, you know, here's the way I
21 see your thing. Here's the way I see your new
22 product announcement that you're enthralled with.
23 Here's my agreement.

24 If I were going to adopt some language, it
25 might be this language, but look, here it is in my

02407

1 agreement. Isn't that effectively saying the same
2 thing. And then I think that becomes a lawyer's
3 question, are they identical or are they close
4 enough. And every agreement is different. I'm not
5 familiar with those specifically here in Washington.

6 Okay. If LIS trunking and SPOP trunking
7 are the same, if they're not different, why would any
8 interconnection agreement that calls for LIS trunking
9 need to be amended at all? If it weren't, then I
10 think new advances that come on the scene would be
11 forced down the throats of parties with
12 interconnection agreements.

13 MR. MENEZES: I guess I don't agree with
14 that, because if SPOP is the same or if you came up
15 with another form of trunking, interconnection
16 trunking that had another name and your answer were
17 the same, that it's no different from LIS trunking,
18 it's the same facilities, couldn't a CLEC choose to
19 order SPOP under its existing interconnection
20 agreement or choose not to without amendment?

21 MR. FREEBERG: It depends on what the
22 interconnection agreement says, I think.

23 MR. MENEZES: Okay. That suggests to me
24 that you believe there's a difference, then, between
25 LIS trunking and SPOP trunking. And if there is, I'd

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1 like to know what it is.

2 MR. FREEBERG: The very important changes
3 that came along with the advent of this announcement
4 on Qwest's part was the willingness to exchange local
5 traffic at the access tandem. Formerly, that was a
6 situation Qwest did not understand itself to be
7 obligated to, so that changed.

8 Formerly, Qwest called for interconnection
9 within each local calling area, point of interface
10 within each local calling area. That changed.
11 Formerly, Qwest had a rate element that it called
12 interLCA facilities, which allowed a party who did
13 not want to establish a physical point of interface
14 in each local calling area to do it virtually, if you
15 will. That has been eliminated.

16 So those kinds of changes came on the scene
17 with this announcement. Those kinds of changes, like
18 any company who introduces a new product, hopes they
19 would be perceived as favorable things to its
20 customers, recognizing some companies don't propose
21 new enhancements that all of its customers see as
22 positive, and so I think the attempt here is to try
23 to allow new possibilities to come on the scene and
24 to retain the sacredness of interconnection agreement
25 and not to somehow say, Ah, that's close enough. And

02409

1 at the same time allow a party to keep on doing what
2 it's doing or to adopt the new changes or something
3 in between.

4 MR. MENEZES: I just have one last
5 question. Paragraph 11 of Exhibit 473 states that
6 the SPOP in the LATA product cannot be used in
7 conjunction with existing CLEC, LIS or WSP Type Two
8 networks that connect to Qwest's end office switches
9 with local tandem functionality.

10 The statement seems to suggest that -- or
11 it says that there is today LIS trunking to end
12 offices that have tandem functionality. Would you
13 agree with that?

14 MR. FREEBERG: Yes.

15 MR. MENEZES: And then it further says
16 that, even though a CLEC may have that kind of
17 trunking, it can't order SPOP trunking to such an end
18 office that has tandem functionality.

19 MR. FREEBERG: Yes.

20 MR. MENEZES: Could you explain why,
21 please?

22 MR. FREEBERG: Yes. Once again, in the
23 attempt here to more closely align wireless and wire
24 line interconnection, there was a recognition that
25 some wireless carriers had, in fact, negotiated

02410

1 agreements with Qwest that effectively allowed an end
2 office to act like a tandem. Because where limited
3 kind of specialized arrangements, which Qwest has
4 been at this point now trying to grandfather, again,
5 trying to allow no more of them, to, you know,
6 constrain any more of that, again, in order to try to
7 bring wire line and wireless approaches to
8 interconnection together with one another.

9 And so this clause, I think, is consistent
10 with that thinking that says wireless carriers who
11 attempt to strike new agreements are not going to be
12 allowed that kind of ability, nor will wire line, but
13 there will be some grandfathering to your POI.

14 MR. MENEZES: Would you agree that tandem
15 functionality in an end office is technically
16 feasible?

17 MR. FREEBERG: Yes.

18 MR. MENEZES: Does Qwest use end offices
19 for itself? Does it use end offices with tandem
20 functionality for its own purposes in any
21 circumstances?

22 MR. FREEBERG: I can't think of a single
23 example.

24 MR. MENEZES: Would an example of ICO,
25 independent, where the traffic would flow from the

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1 Qwest end office to an ICO switch to terminate to the
2 ICO's end user?

3 MR. FREEBERG: You know, I can't say that
4 -- I don't know of an ICO who has an arrangement like
5 that. You know, I mean, I'm not familiar with that.
6 At the same time, I can say I'm absolutely certain
7 there is none like that. Again, I guess my thought
8 would be that if there is such an arrangement, that
9 should be one that is existing on a grandfathered
10 basis, attempting to be eliminated, but, again, I'm
11 not familiar with an example of that.

12 MR. MENEZES: Thank you, Mr. Freeberg.

13 JUDGE RENDAHL: Mr. Wilson, just very
14 briefly. I think we've had sufficient discussion on
15 this for us to understand what the issues are.

16 MR. WILSON: Quick summary. I think
17 there's still a dispute about the CLECs' ability to
18 get interconnection at any technically feasible
19 point. We address that in some of the sections of
20 the SGAT.

21 There's also, I think, the continuing issue
22 that CLECs have on the Qwest use of products in that
23 products -- new products require amendments to CLEC
24 interconnection agreements before we can take
25 advantage of them, even when the plain English

02412

1 reading of the interconnection agreement or the SGAT
2 would say that one should have the advantage of the
3 new product because it's merely a division or a new
4 add-on to an existing capability.

5 So I think those are our general issues,
6 and we may look at some new language to establish
7 CLECs' abilities to incorporate or to order new
8 products under existing contracts.

9 MR. FREEBERG: Can I add one point?

10 JUDGE RENDAHL: First Ms. Young and Mr.
11 Kopta, and then I'll come back to you, Mr. Freeberg.

12 MS. YOUNG: I just have a couple questions,
13 Tom. My understanding from our folks, that in order
14 to avail ourselves of this product, we have to sign
15 some sort of statement indicating we will not put ISP
16 traffic on this facility, which I think we do not
17 have to do with normal LIS trunking. Do you know if
18 that is a fact, that you are requiring CLECs to sign
19 a statement saying they will not put ISP traffic on
20 this particular facility?

21 MR. FREEBERG: I was not aware of any such
22 statement, and I'd be happy to check into that.
23 That's the first I've heard of that.

24 MS. YOUNG: My second question is, under
25 the billing portion of this document on page three,

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1 it says, "Qwest will not pay reciprocal compensation
2 for ISP-bound traffic." If a CLEC were to avail
3 itself of this product, does it then waive its rights
4 that it may have negotiated in the interconnection
5 agreement to get paid reciprocal compensation for
6 ISP-bound traffic?

7 MR. FREEBERG: I think the best document
8 for describing how to handle ISP traffic for
9 interconnection is the SGAT. I think that the SGAT
10 attempts to describe that certainly we will be
11 exchanging Internet-bound traffic with each other,
12 probably in both directions, and I think that the
13 SGAT attempts to describe how reciprocal compensation
14 will treat that. I don't think the SGAT says we
15 won't send each other that kind of traffic. Did I
16 answer your question?

17 MS. YOUNG: Not really.

18 MR. FREEBERG: Try your question on me
19 again.

20 MS. YOUNG: I think my question was really
21 more with regard to current interconnection
22 agreements, which I think you stated your current
23 interconnection agreements should govern your
24 relationship at this point.

25 MR. FREEBERG: Yes.

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1 MS. YOUNG: So by reading a sentence,
2 saying Qwest will not pay reciprocal compensation for
3 ISP-bound traffic, if your interconnection agreement
4 currently indicates that you will pay recip. comp.
5 for that, should a CLEC avail itself of this product,
6 have their interconnection agreement amended, which I
7 think I understood you to say would need to happen,
8 would you then, by subscribing to this product, waive
9 your rights for recip. comp. on ISP traffic by virtue
10 that this statement's made in the product definition?

11 MR. FREEBERG: I think that a contract
12 amendment is a negotiation discussion, and I think
13 that, you know, each CLEC, with its existing
14 agreement, as you say, has some current terms, and I
15 think existing CLECs have pick and choose
16 opportunities, and I think they're fairly wide in
17 latitude. And so I think there's been an attempt not
18 to try to somehow tie disparate sections of the SGAT
19 together in ways that are, you know, devious or
20 otherwise, and so I would not understand you -- if I
21 understood your question right, will you have to give
22 up a favorable term in your existing contract in
23 order to pick up a favorable term of SPOP, and I'm
24 not aware of why that would necessarily be the case.

25 MS. YOUNG: But it could open up

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1 renegotiation of compensation for ISP-bound traffic?

2 MR. FREEBERG: I suppose that's possible.

3 MS. YOUNG: Thanks.

4 JUDGE RENDAHL: Mr. Kopta.

5 MR. KOPTA: Thank you. In numbered
6 paragraph six on page three of Exhibit 473, the first
7 sentence provides that if Qwest's access tandem is
8 at, near, or forecasted to be at exhaust -- and then
9 there's a note -- the CLEC or wireless service
10 provider will be required to direct trunk to each
11 Qwest end office in the local calling area where they
12 offer local service.

13 That obligation is not reflected in the
14 SGAT as it currently exists, is it?

15 MR. FREEBERG: I believe it is, and I
16 believe you would see that at 7.2.2.9.6.1(d), like in
17 dog.

18 JUDGE RENDAHL: Can you repeat that number,
19 please?

20 MR. FREEBERG: 7.2.2.9.6.1(d).

21 MR. KOPTA: Okay. So this is specific to
22 the access tandem. It would not also apply to a
23 local tandem; is that correct?

24 MR. FREEBERG: Well, the following
25 paragraph talks about a local tandem which might be

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1 at or near exhaust. And taken together, these two
2 paragraphs, I think, say that for any party who seeks
3 interconnection, we are going to pull out all the
4 stops trying to figure out how to do it. We're going
5 to go through the access tandem if we have to. If
6 we've got an exhaust problem that leaves the access
7 tandem as a last resort, we're going to go through
8 the local tandem if we can. We're going to go
9 directly to end offices if both tandems are
10 temporarily in trouble. We're going to get calls
11 moving between our networks as best we can using all
12 of the options.

13 MR. KOPTA: I don't want to go too far into
14 this section, since it may be one that we deal with
15 later. I just wanted to understand how this document
16 interrelated with the SGAT on this particular point.

17 MR. FREEBERG: I'm concerned that you and I
18 weren't clicking, because I believe them to be very
19 consistent with each other and tried to look at both
20 of them and compare them and find places where they
21 might be different. I think they're highly
22 consistent, if they're not entirely consistent.

23 MS. HOLIFIELD: Tom, can I ask you a
24 question on that line, then? Sorry, Greg.

25 MR. KOPTA: Oh, go ahead.

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1 MS. HOLIFIELD: As I read this, though, it
2 says that the only time you'd have to do the direct
3 trunking is if you have an unforecasted demand. So
4 if I forecasted demand for this access tandem and it
5 was at exhaust, would you then have some obligations
6 as opposed to forcing me to direct trunk?

7 MR. FREEBERG: Yes, if you forecasted it, I
8 would expect it not to be at exhaust.

9 MS. HOLIFIELD: But suppose -- I mean,
10 there are things that do happen in our network or
11 your network.

12 MR. FREEBERG: We will undoubtedly pay
13 penalties.

14 MS. HOLIFIELD: So these two would be
15 slightly inconsistent, then, these two statements.
16 It's a flat out statement. It has nothing to do with
17 whether or not I forecasted, the statement in Exhibit
18 Number 473, in paragraph six. It really says if it's
19 at or near exhaust, without any reference to whether
20 I forecasted or not, I would have to do the direct
21 trunking, whereas the SGAT is very clear that the
22 only time I would have to do that is if it's
23 unforecasted demand. Or I could be reading this
24 incorrectly, but is that correct?

25 MR. FREEBERG: Let me see if I'm following

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1 you. The product announcement is not as accurate as
2 it should be. It should incorporate the unforecast
3 thought. Is that your point?

4 MS. HOLIFIELD: That's my point. To be
5 consistent, it should.

6 MR. FREEBERG: I think you're correct about
7 that.

8 JUDGE RENDAHL: Are there any other points
9 on this? I don't want to cut people off, but on the
10 other hand, I think that there are other issues we do
11 need to get into. Mr. Kopta, did you have anything
12 else?

13 MR. KOPTA: I just had one other question,
14 and it's really more of a clarification, I think.
15 Again, sort of trying to make sure that I understand
16 how this document relates with the SGAT, as Tom was
17 just saying.

18 In numbered paragraph one, which you did
19 refer to in part of your summary of this document, it
20 has the requirement that if a Qwest local tandem
21 supports the area in which the CLEC or wireless
22 service provider intends to do business, all local
23 trunking must be ordered to the Qwest local tandem,
24 and you discussed that it also could be end office.

25 MR. FREEBERG: Yes.

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1 MR. KOPTA: -- for the Qwest LCA served by
2 the tandem or end office. And I guess the question
3 that I have is how does this relate to
4 interconnection trunking at the access tandem? Does
5 this mean that if you are serving customers in a
6 particular area served by a Qwest local tandem, that
7 you cannot go to the access tandem to serve those
8 customers; that you instead have to go to the local
9 tandem, and you can't use the SPOP in that area?

10 MR. FREEBERG: When we interconnect our
11 networks, we have to think about many different kinds
12 of calls. Here, in these sessions, we focus on local
13 calls, since the checklist is all about exchange of
14 local traffic. But as we talked about before, the
15 SGAT contains some provisions about how we will
16 exchange calls that are not necessarily local.

17 And to draw the distinction, when a retail
18 customer of either of us dials a one first, you know,
19 I'm considering that to be a nonlocal call. In order
20 for those kinds of calls to flow freely throughout
21 the LATA, there will need to be trunk groups put in
22 place to pass those kinds of calls.

23 One-plus type calls typically don't flow
24 through a local tandem. In fact, I can't think of an
25 occasion where they do at all ever. So if you

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1 establish a switch, we need to set up trunk groups
2 which will pass the non one-plus calls, as well as
3 trunks which will pass the one-plus.

4 If the circumstances are such that we
5 establish a trunk group that is going to send local
6 traffic to the toll tandem -- which, by the way,
7 happens a lot. So while I've said the former was
8 nonexistent, the flip of that happens frequently.
9 You know, it can affect the trunk groups that might
10 be required, since now we're combining traffic and so
11 forth.

12 So I think the point is that you might
13 choose not to serve an entire LATA. You might not be
14 concerned about all of the potential retail customers
15 that you might have throughout a LATA, but some
16 portion of it. And the portion you might be
17 interested in might be contained within that served
18 by one local tandem.

19 And so I think the intent here was to try
20 to say you'll need to be tied into that tandem for
21 local traffic; you might need to be tied into other
22 tandems for the transit of one-plus type calls.

23 MR. KOPTA: So I guess the answer, then, to
24 my question, would be yes, that if you are serving --
25 if you, as a CLEC, are serving a particular local

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1 area that is served also by a Qwest local tandem,
2 that there must be interconnection at that Qwest
3 local tandem, that you cannot use the SPOP product to
4 exchange local traffic within that local calling area
5 served by the Qwest local tandem?

6 MR. FREEBERG: Somehow I'm missing you. I
7 don't see a -- I don't understand how the SPOP
8 product would constrain you in that situation.

9 MR. KOPTA: Well, my concern is that this
10 seems to be inconsistent with an SPOP product. For
11 example, if I want to have a connection to the access
12 tandem for all my local traffic in Seattle --

13 MR. FREEBERG: And your nonlocal.

14 MR. KOPTA: And nonlocal. Everything I
15 want to go through the access tandem. I'm only doing
16 business in the Seattle area and I want everything to
17 go through the access tandem.

18 MR. FREEBERG: Right.

19 MR. KOPTA: But all my customers are within
20 an area that is served by a Qwest local tandem. Can
21 I nevertheless go ahead and send all my traffic
22 through the access tandem, or does this require that
23 I direct trunk to the local tandem?

24 MR. FREEBERG: This calls for you to use a
25 local tandem when one exists. And let me be clear.

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1 Why would Qwest propose such an onerous obligation on
2 a CLEC? It is in order to manage, you know, what we
3 think is, you know, a dynamic amount of traffic
4 flowing on an existing local network and an existing
5 toll network. That is, you know, we're trying to
6 manage toward the future, I think, and away from that
7 which we've known in the past, and we're seeing
8 movement of, as I said, local traffic towards the
9 access tandem.

10 And in order not to overwhelm the access
11 tandem to the point of, you know, no facilities being
12 available, only to have spare facilities on local
13 tandems that no one wants to use, we are trying to
14 retain the thought that says if there's a local
15 tandem, we'll use that. It is a matter of two trunk
16 groups rather than one. It's not 19 trunk groups
17 rather than one; it's two rather than one.

18 JUDGE RENDAHL: Okay. I think Mr.
19 Dittmore -- you don't have a question, okay. I
20 think, at this point, I think we get the concern.
21 And I expect to hear more about it in brief from all
22 the parties. So let's -- can people hang on until
23 noon and then break at noon? Okay. Then let's keep
24 going with the issues on the log, and Mr. Freeberg,
25 let's --

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1 MR. FREEBERG: Takeback at 7.1.2.5. And we
2 and AT&T have had some discussion about an extra
3 sentence, I think, on the end of this paragraph. I
4 think we never did really settle on it, and so what
5 you see in the SGAT hasn't changed from what we've
6 discussed before. AT&T may have some new thoughts
7 there, but our hope is that that section is
8 satisfactory as it stands.

9 JUDGE RENDAHL: Ms. Friesen or Mr. Menezes
10 or Mr. Wilson, any comments?

11 MR. WILSON: I believe we have agreed to
12 this language.

13 JUDGE RENDAHL: I'm sorry, you believe
14 what?

15 MR. WILSON: We have agreed with this
16 language.

17 JUDGE RENDAHL: Okay. So there is no
18 longer a takeback and there's agreement on this?

19 MR. FREEBERG: Thank you. Let's then go to
20 the next section, 7.2.1.

21 JUDGE RENDAHL: Before we move on, I meant
22 to ask if there are any other parties that do have
23 concerns about this?

24 MS. HOPFENBECK: I just wanted to insert
25 that trunk diversity was also an issue for WorldCom,

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1 and we are okay with this.

2 JUDGE RENDAHL: Thank you. Any other
3 parties have concerns, or can we move on? Okay.
4 Let's move on.

5 MR. FREEBERG: 7.2.1.1, a change that
6 perhaps not all parties have seen in a previous
7 workshop, though I think it has been presented once
8 before, is the striking of what I think was the
9 offensive sentence, the second sentence.

10 JUDGE RENDAHL: 7.2.1.1?

11 MR. FREEBERG: 7.2.1.1.

12 JUDGE RENDAHL: And your Exhibit 434
13 strikes a sentence that you understand was offensive
14 to other parties?

15 MR. FREEBERG: Right. And while it didn't
16 show up on our issues log --

17 JUDGE RENDAHL: Yes, it wasn't on our list.

18 MS. FRIESEN: AT&T concurs.

19 MS. HOPFENBECK: We like this, too.

20 JUDGE RENDAHL: I was going to say,
21 WorldCom appears to concur. Any other agreements or
22 objection? Okay, agreement.

23 MR. FREEBERG: 7.2.2.1.2.1. There is no
24 new language here in the SGAT that I need to point
25 out. This is a section we have tagged as having been

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1 worked here in this section some. We may be able to
2 move beyond it, but if there's anything new, maybe we
3 could discuss it.

4 MS. FRIESEN: AT&T has an exhibit proposal
5 for this, I think. No, I may be wrong.

6 MS. STRAIN: Mr. Freeberg, I have a
7 question. On your Exhibit 434, are the underlined
8 portions in there, are they or are they not new
9 portions since the last version of this document that
10 was with your testimony?

11 MR. FREEBERG: I believe they are not new.

12 MS. STRAIN: Okay.

13 MR. FREEBERG: Since the -- you know what I
14 should do? Can I just check my rebuttal testimony,
15 since there was an SGAT that was an exhibit to my
16 rebuttal, and see if that's the case?

17 JUDGE RENDAHL: And that was my question,
18 why -- is this a revision to that exhibit or, you
19 know, what's the difference between those two
20 exhibits?

21 MS. FRIESEN: AT&T has an exhibit that
22 we're passing out for this, and it's actually the
23 very last sentence that we've added, and it didn't
24 get underlined, but it contains our proposal. And
25 for purposes of the court reporter -- oh, you've got

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1 it. Okay.

2 JUDGE RENDAHL: Okay. This would be marked
3 as Exhibit 474, and referred to as Proposed Language
4 to SGAT Section 7.2.2.1.2.1. Again, it's sponsored
5 by Mr. Wilson.

6 MS. FRIESEN: Yes.

7 MR. FREEBERG: May I respond to Paula's
8 question briefly?

9 JUDGE RENDAHL: Yes, you may.

10 MR. FREEBERG: Yes, there are changes in
11 Exhibit 434 from the version of the SGAT that was
12 Exhibit 35 to my rebuttal testimony. If I could
13 quickly point them out, it would be the addition of
14 the words "one way or" at the front, and at the back
15 of the paragraph, the addition of the words "to the
16 extent traffic volumes warrant." Those, I believe,
17 are the notations of the new language since my
18 rebuttal SGAT.

19 MS. FRIESEN: I'm not sure that AT&T needs
20 to discuss this further. I think we're still
21 probably at impasse. Is that correct?

22 MR. FREEBERG: I think that's true. I
23 think Qwest believes it should be in the position to
24 decide the POI for one-way trunks carrying traffic
25 from Qwest towards the CLEC.

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1 MR. WILSON: And just two sentences on the
2 reason for our proposal, which adds a sentence to
3 this paragraph. It's been AT&T's experience that
4 when AT&T has ordered -- has put in one way trunks
5 from AT&T to Qwest, that Qwest has come back with not
6 a single -- not the same route.

7 In other words, parts of our reason for
8 ordering one-way trunks was to go on an efficient
9 route to a single point of interface, and Qwest has
10 not done that and their return trunks have been to
11 all the end offices, even when there was just a small
12 amount of traffic. And so that's the reason that we
13 feel the CLEC needs to be able to control the end
14 points, because Qwest has been essentially defeating
15 this single point of interface ability that a CLEC
16 should have when we put in one-way trunks from our
17 switch to their switch.

18 JUDGE RENDAHL: Just so that I can clarify
19 for my own purposes. Mr. Freeberg, the difference
20 between what's been marked as Exhibit 474 and what is
21 contained in Section 7.2.2.1.2.1 in your Exhibit 434,
22 it appears that AT&T doesn't agree with the addition
23 of "to the extent that traffic volumes warrant" and
24 also proposes an additional sentence. Is that
25 correct that that's where the disagreement lies? I

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1 mean, just in terms of the language in this
2 particular paragraph?

3 MS. FRIESEN: That's correct.

4 JUDGE RENDAHL: Okay. And we are at
5 impasse on this issue?

6 MS. FRIESEN: Correct.

7 MR. FREEBERG: To be clear, Qwest's
8 position is if a CLEC chooses two-way trunking, it
9 defines the point. If a CLEC chooses one-way
10 trunking, it defines the point on the traffic flowing
11 from the CLEC network towards Qwest, those one-way
12 trunk groups. On the one-way trunk groups carrying
13 traffic in the other direction, from Qwest towards
14 the CLEC, Qwest should be in a position to decide the
15 point of interconnection.

16 Qwest is very much interested in efficient
17 networks, and it's my hope that problems that might
18 have happened in the past have largely evaporated
19 with exchange of traffic at the access tandem.

20 JUDGE RENDAHL: Okay. Do you wish to offer
21 474?

22 MS. FRIESEN: Yes, I do, Your Honor.

23 JUDGE RENDAHL: Any objection?

24 MR. CATTANACH: No, Your Honor.

25 JUDGE RENDAHL: 474 will be admitted.

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1 MR. FREEBERG: I'm going to go to
2 7.2.2.1.2.2. I recognize it's flagged impasse, and
3 the only reason I stop here is just that there was
4 some discussion in our last workshop, the multi-state
5 workshop, on this point that might not be in the
6 record here in Washington, as it should be. And if
7 we look at the Washington outstanding issues log, I
8 think it fairly accurately describes the situation.
9 It says 251(a) of the '96 act doesn't require the
10 CLEC to sell transport to an ILEC on the same rates,
11 terms, and conditions.

12 And in fact, and I do think that is the
13 nature of dispute that we might have back and forth,
14 but I don't believe it's impasse on 7.2.2.1.2.2.
15 That is, I don't think that section says anything
16 about the rates that we will charge one another, and
17 yet I do think that's the heart of the matter.

18 But my point being I don't think there
19 should be an impasse on this particular section of
20 the SGAT. I acknowledge there is a point of
21 difference around whether or not reciprocal
22 compensation terms apply when Qwest is provided
23 transport by a CLEC to carry local traffic between
24 the same two end points that Qwest might otherwise
25 have provided.

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1 JUDGE RENDAHL: Any comment from AT&T?

2 MR. MENEZES: When we last discussed this,
3 I think we did say that the language on its face is
4 probably okay, but the interpretation that Qwest was
5 putting to the language was what was objectionable,
6 and we learned that through the workshops. And so
7 how we deal with it, I'm not necessarily clear on
8 whether we need to impasse this provision, but we
9 need to be able to brief the issue.

10 MS. FRIESEN: I think we probably, if I can
11 interject here, want to impasse this issue, because I
12 don't know how else to keep the implementation
13 question alive. I mean, the language says one thing,
14 and the implementation of that would be just another
15 act, a different act, then I think it belongs
16 probably within the section as a disputed issue. So
17 I guess I'm a little hesitant to close on the
18 language, given what their interpretation of that
19 language is.

20 JUDGE RENDAHL: Mr. Freeberg, any response?

21 MR. FREEBERG: One moment. From Qwest's
22 point of view, while there's a dispute, it's on one
23 that we think certainly needs to be worked through.
24 In my rebuttal testimony, at Exhibits 42 through 46,
25 is correspondence that came from Qwest, went towards

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1 AT&T, much of it being confidential, having to do
2 with Qwest's attempt to resolve differences here.
3 Again, our thought is very important that we resolve
4 these differences, but that it is not a checklist
5 matter.

6 And finally, that, to my knowledge, this
7 letter was sent September 7th, there have been a
8 number of calls exchanged, very brief, short calls
9 requesting that the parties get together in a meeting
10 to work out differences, and AT&T has not been
11 willing to agree to such a meeting, even as of the
12 date of this workshop. So I just -- that is my
13 thought about how we should be resolving this
14 question, not here in the workshop.

15 JUDGE RENDAHL: Well, I will allow the
16 parties to brief the issue to the extent they feel
17 it's necessary, and that's obviously something the
18 Commission will have to look at and resolve one way
19 or the other.

20 MS. FRIESEN: Your Honor, may I -- this is
21 the first time I've heard that AT&T has allegedly
22 refused to negotiate with Qwest. So I would like an
23 opportunity to check into that and report back, if I
24 may, perhaps just in a brief footnote, but --

25 JUDGE RENDAHL: That's fine.

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1 MS. FRIESEN: We don't believe that's true.

2 JUDGE RENDAHL: I mean, obviously the
3 Commission would, you know, suggest and recommend
4 that the parties try to resolve their differences if
5 they can. So to the extent that you can, please do
6 so. If an agreement can be reached, then I expect to
7 hear about it. Okay.

8 MR. FREEBERG: I think, then, I would move
9 to 7.2.2.3.1.

10 MS. FRIESEN: We may have --

11 JUDGE RENDAHL: So there is no change on
12 7.2.2.1.5?

13 MR. FREEBERG: There is no change. I think
14 that matter is addressed in my rebuttal at page 27.
15 I think I have little more to add here. I recognize
16 we're at impasse. It's a difficult situation for us.

17 JUDGE RENDAHL: Do you have some language,
18 Ms. Friesen, on this?

19 MS. FRIESEN: Not on this particular one,
20 but before we get to the next one that Mr. Freeberg
21 has identified, I do have some language.

22 JUDGE RENDAHL: Okay. Well, then, we will
23 leave 7.2.2.1.5.

24 MR. FREEBERG: Letty, are we going to
25 7.2.2.1.6?

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1 MS. FRIESEN: Yes.
2 MR. FREEBERG: My thought, since it is the
3 last point on page 13 of the issues log, I was going
4 to circle back to it at that point.
5 MS. FRIESEN: Oh, you were?
6 MR. FREEBERG: Could I?
7 MS. FRIESEN: Sure.
8 MR. FREEBERG: And I actually might have
9 more information if we hit it later in the day.
10 MS. FRIESEN: Okay. But is it all right
11 with you if I just send out our exhibit?
12 MR. FREEBERG: You can do that now. That
13 would be fine.
14 MS. HOLIFIELD: I'm sorry, what number are
15 you on?
16 JUDGE RENDAHL: What page on the issues log
17 is it located on?
18 MR. FREEBERG: It's not.
19 JUDGE RENDAHL: Oh.
20 MR. FREEBERG: It is proposed language by
21 AT&T that they suggested belongs at 7.2.2.1.6, I
22 believe. So you don't see it on the log, nor do you
23 see it in the SGAT, at least not yet.
24 JUDGE RENDAHL: Okay. But you're aware of
25 the language that they're proposing?

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1 MR. FREEBERG: Based on other workshops in
2 other jurisdictions, yes.

3 MR. MENEZES: I believe we also had a
4 fairly lengthy discussion on the topic here in
5 Olympia.

6 MR. FREEBERG: True.

7 MR. MENEZES: Early November. Thank you.

8 MR. FREEBERG: And let's circle back to it,
9 if that would be okay.

10 JUDGE RENDAHL: I will give it a number
11 just for a placeholder, and this will be Exhibit 487,
12 and I assume this is sponsored by Mr. Wilson?

13 MS. FRIESEN: It is, Your Honor.

14 JUDGE RENDAHL: And it will be referred to
15 as Proposed SGAT Language for Section 7.2.2.1.6.
16 Okay.

17 MR. FREEBERG: So I'm going to move, then,
18 to 7.2.2.3.1, if you can. And I'd like you to --
19 well, maybe I should ask a question before I go
20 further, and I think this is a -- take a peek. Ah,
21 oh, pardon me, I'm at the wrong point. This is the
22 question of converting an end office into a tandem at
23 CLEC request.

24 I think we've talked about this some. This
25 was a question of should Qwest, based on a precedent

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1 set in a wireless environment, be required to do the
2 same thing in a wire line environment for all
3 carriers, wireless or wire line. And Qwest's
4 takeback on that is no, that it should not, that
5 there should be equity between the two, and it has
6 proposed an approach to equity.

7 But as far as Qwest's takeback on
8 7.2.2.3.1, on that particular matter of conversion of
9 an end office into a tandem at CLEC request, that's
10 something that Qwest thinks is outside the bounds of
11 its obligations to do resale unbundling and
12 interconnection at any technically feasible point.

13 MR. WILSON: Which paragraph are you
14 referring to?

15 MR. FREEBERG: Well, I'm looking at the
16 issues log, and I'm looking at the description behind
17 7.2.2.3.1. It says it's a Sprint question.

18 MS. YOUNG: Yeah, and I think there's some
19 confusion.

20 MR. FREEBERG: Oh, pardon me.

21 MS. YOUNG: I think -- now, I could be
22 wrong, but I think my question that was a takeback to
23 Qwest was really under 7.2.2.9.6.1, and it was with
24 regard to adding another exception, that a CLEC could
25 go to an access tandem to get to an ILEC, it

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1 subtended a Qwest tandem in the event that -- this
2 was more with respect to EAS and it had to do with
3 the fact that, say Qwest currently had facilities in
4 place between an end office and another ILEC and the
5 CLEC can't go to the end office to get to that other
6 ILEC, so can the CLEC go to the access tandem to get
7 to that other ILEC for delivery of EAS traffic. And
8 I think you had discussed adding an exception, I
9 think F, to cover that.

10 MR. FREEBERG: At 7.2.2.9.6?

11 MS. YOUNG: Yeah, and I'm not sure if --

12 MR. FREEBERG: If I've missed that, and I
13 think I have, we should probably add that, because I
14 think I've said before there's a willingness to do
15 that. That is, there's no preclusion against that.
16 In fact, the tie together here I think is because
17 Qwest stopped short of allowing a CLEC to require
18 that an end office be converted into a tandem, it
19 does feel an obligation to do what you propose, that
20 is, to allow traffic exchanged at the access tandem
21 to include traffic that flows to non-Qwest
22 independent exchange carriers downstream from the
23 tandem. So it seemed logical to us that we had a
24 choice. We could either let end offices become
25 tandems or be willing to exchange traffic like this

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1 at the access tandem, and we chose the latter, rather
2 than the former.

3 MS. YOUNG: And I think, as a second part
4 to that discussion, there was some discussion of the
5 possibility that there were some end offices
6 currently that, for wireless traffic, are providing
7 tandem sort of functionality.

8 MR. FREEBERG: As we talked earlier.

9 MS. YOUNG: So it was kind of like a
10 two-part one. And I didn't see the addition
11 addressed anywhere in the log for 7.2.2.9.6.1.

12 MR. FREEBERG: So let's, when we get there,
13 let's --

14 JUDGE RENDAHL: We'll add that, we'll
15 address that and keep it as a placeholder.

16 MS. YOUNG: Thank you.

17 MR. WILSON: And there is an issue on
18 7.2.2.3.1 that's not the one that's in the log. The
19 issue on --

20 JUDGE RENDAHL: Highly possible.

21 MR. WILSON: The issue on 7.2.2.3.1 is
22 Qwest's striking of IXC.

23 MR. FREEBERG: Right, I'd like to come back
24 to that. May I? That's a different subject. I'm
25 not going to skip past it.

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1 MR. WILSON: Okay.

2 MR. FREEBERG: Do you want to take it?

3 JUDGE RENDAHL: Let's take it up.

4 MR. FREEBERG: Just writing myself a note
5 that I need to have some proposed language for
6 7.2.2.9.6.1(f). Okay.

7 In order to get at Mr. Wilson's point, I
8 think I'd like to start with a question and see if
9 this helps. And I'm going to use hypothetical CLECs
10 here, for what it's worth. If -- let's say a call
11 were carried by Sprint from the city of Atlanta,
12 Georgia, to the city of Seattle, Washington. And the
13 customer in Atlanta, Georgia dialed a one to make
14 this call happen, that was the first digit of the
15 phone number they dialed. Sprint carried that call
16 across state lines on here to here in Washington.
17 And here in Washington, Sprint handed that call to
18 Qwest, okay, and Qwest attempted to terminate that
19 call, but found the call was really destined for the
20 local end user of, let's say, WorldCom. Ann, you're
21 WorldCom; right? Sorry.

22 Do you understand the scenario here? That
23 would be -- if WorldCom would have terminated this
24 call, it would have been a one-plus call, who would
25 WorldCom charge to have completed that call?

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1 MR. WILSON: I believe it's a transited
2 call. They would charge transit rate to the local
3 carrier.

4 MR. FREEBERG: Any other suggestions?
5 Here's my thought, Ken, and see if you agree with me.
6 This is a one-plus call, it's not a local call, so
7 it's not a transited call; it's a switched access
8 call. So WorldCom would charge Sprint. Sprint had
9 the call terminated, a one-plus call, by WorldCom.
10 WorldCom would charge Sprint terminating access for
11 that call.

12 Now, Qwest had a little involvement, it
13 relayed the call from the interexchange carrier to
14 the local carrier, so who would Qwest charge for
15 that?

16 MR. WILSON: And what amount?

17 MR. FREEBERG: Well, let's leave the what
18 amount. Let's just go with who. Who would Qwest
19 charge in that, do you think?

20 MS. HOLIFIELD: I would have said WorldCom.

21 MR. FREEBERG: See, clearly, Qwest would
22 have charged Sprint. Sprint was the interexchange
23 carrier, Qwest was a local carrier. Qwest helped to
24 terminate that local call, so Qwest would have billed
25 Sprint a little bit for terminating access, WorldCom

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1 would have billed Sprint a little bit. The two would
2 have jointly provided the termination of that
3 one-plus call. So from the SGAT's point of view,
4 that call is jointly provided switched access. It's
5 not transit of a local call.

6 MS. YOUNG: Is that exactly how billing
7 would work? Let's take WorldCom out of the picture
8 and let's put Whidbey Island Telephone Company. In
9 that scenario, terminating to a Whidbey Island
10 Telephone Company customer, Whidbey Island would be
11 billing Sprint terminating access, and Qwest, as the
12 tandem provider for Whidbey, would be billing --
13 access tandem provider would be billing Sprint a
14 transiting type -- a tandem switching?

15 MR. FREEBERG: I think you said that
16 correctly. I'd agree with you. Now, if you go with
17 that construct, I'd argue that that is a very
18 continuing application of what, as local carriers and
19 interexchange carriers, we've always known to be the
20 right way to handle the interconnection for those
21 one-plus type calls, not really the subject of this
22 discussion here.

23 So if you -- on our log, we are at 7.3 --
24 let me find it again. 7.2.2.3.1. And I'd like you
25 to keep a finger there, but go back to 7.2.1.2.4.

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1 What I don't want to do is make a change at 7.2.2.3.1
2 which creates a conflict with 7.2.1.2.4. And so if
3 you'd go to 7.2.1.2.4, go to the second sentence that
4 begins with, "For purposes," and you'll see there at
5 7.2.1.2.4, it says, "For purposes of the agreement,
6 transit traffic does not include traffic carried by
7 interexchange carriers. That traffic is defined as
8 jointly provided switched access."

9 Now, it seems to me I have a couple of
10 choices here. One would be to do what we did at
11 7.2.2.3.1 and strike IXC there. If, in fact, the
12 parties insisted that IXC stay and that it not go
13 away, then I'd want to put that same sentence at the
14 end of 7.2.2.3.1, so that there wasn't a
15 misunderstanding.

16 My preference would be to handle it the way
17 we have, by striking the IXC at transit. Because,
18 again, transit traffic for the purposes of the SGAT
19 is strictly associated with local calling, not with
20 one-plus calling, and not the kind of calling handled
21 by an IXC. So any input on what's the best way to --
22 could you live with my striking the IXC at 7.2.2.3.1?

23 MR. WILSON: Isn't there transiting of
24 intraLATA toll?

25 MS. FRIESEN: That's not local.

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1 MR. WILSON: That's not local.

2 MR. FREEBERG: Yeah, this gets into another
3 point, and maybe we'll be able to do it now, since
4 it's probably shortly ahead of us on the list. For
5 purposes of the SGAT, intraLATA toll is considered
6 exchange access. And I think there was a discussion
7 before in the last workshop that, frankly, I think I
8 misstated this. To try to be clear, and we could go
9 back to Section 4 of the SGAT -- maybe I should do
10 that, in fact. Exchange access --

11 MS. YOUNG: Well, there are two kinds of
12 intraLATA toll, is the problem. And my understanding
13 from our last discussion is that the exchange access
14 or intraLATA toll that Qwest is discussing in the
15 SGAT is intraLATA toll that would be carried by a
16 LEC, not intraLATA toll that would be carried by an
17 IXC.

18 MR. FREEBERG: That's exactly right. You
19 said that correctly.

20 MS. YOUNG: Okay.

21 JUDGE RENDAHL: Okay.

22 MR. FREEBERG: So let me try this. See if
23 this helps parties. The SGAT, in attempting to have
24 us all understand each other, has categories of
25 traffic which I understand to be effectively mutually

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1 exclusive from each other. They have names that
2 might lead you to believe they're not mutually
3 exclusive, but in fact they are. One is switched
4 access, one is jointly provided switched access.
5 Jointly provided is something different from switched
6 access. It's not a subset of switched access.
7 Exchange access, for purposes of the SGAT, is
8 something different again, and it is just as Barbara
9 described it. It is intraLATA one-plus traffic
10 carried by a local exchange carrier.

11 Exchange service is another category of
12 traffic, again, mutually exclusive. Calling does not
13 involve the retail customer dialing a one. So there
14 are those various categories of traffic. They don't
15 overlap with one another. But when it comes to
16 intraLATA traffic, a one-plus intraLATA call falls
17 into a different category, depending upon whether it
18 is a call handled by an interexchange carrier or by a
19 strictly local exchange carrier.

20 JUDGE RENDAHL: Before we go on to have
21 further discussion about this, I think this is an
22 appropriate time to break, let the parties sort of
23 mull over these differences that Mr. Freeberg has
24 just described, and let's bring it back after lunch.
25 We'll start back at 1:00, and start back into this

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1 issue, if that's acceptable to everyone. Okay.
2 We'll be off the record until 1:00.

3 (Lunch recess taken.)

4 JUDGE RENDAHL: Because of the telephone
5 facilities, we will have to speak up a little bit
6 louder, just so that Mr. Sekich can hear us and we
7 can hear him. I was informed by Mr. Cattanach that
8 the parties had done some caucusing on this issue
9 about transiting traffic, et cetera, and maybe we can
10 resolve that in the next few minutes and then go
11 directly to pick and choose and number portability
12 issues. Is that acceptable?

13 MS. FRIESEN: Yes, it is. Thank you.

14 JUDGE RENDAHL: Okay. Who would like to
15 address that, Mr. Cattanach or Mr. Freeberg?

16 MR. FREEBERG: Mr. Freeberg. I think we
17 proposed a couple of possible solutions here, one
18 being to cross-reference the information in 7.1.2.4
19 to include a couple of sentences out of 7.1.2.4 at
20 the end of 7.2.2.3.1, and that would make sense if we
21 were going to retain the IXC where it's currently
22 shown as struck through.

23 The alternative would be for CLECs to agree
24 that striking through IXC, as proposed in the current
25 SGAT, is not a problem, and that, in fact, we've

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1 really covered the matter back at 7.1 -- or
2 7.2.1.2.4. And frankly, I'm not sure quite where we
3 came out, so maybe AT&T or WorldCom could tell me
4 their preference?

5 MS. HOPFENBECK: Well, in talking about
6 this issue with my people over the lunch break, I
7 think our preference would be the first alternative.

8 MR. FREEBERG: Okay.

9 MS. HOPFENBECK: Because then it spells out
10 exactly how traffic that's terminated to an IXC is
11 handled, and there's no ambiguity or question. You
12 don't have to think about it.

13 MR. FREEBERG: AT&T, are you okay with
14 that?

15 MR. MENEZES: Would you mind repeating the
16 proposal?

17 MS. HOPFENBECK: Maybe you could specify
18 the language.

19 MR. FREEBERG: Here's my understanding.
20 I'll be more clear. If I understand WorldCom's
21 proposal, we would, at 7.2.2.3.1, rather than
22 striking through IXC, we would include IXC. We would
23 not strike it through, but we would add at the end of
24 7.2.2.3.1 the sentence that says, "For purposes of
25 the agreement, transit traffic does not include

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1 traffic carried by interexchange carriers. That
2 traffic is defined as jointly provided switched
3 access." We'd simply put those sentences at the end
4 of 7.2.2.3.1. Did I get that correct, Ann?

5 JUDGE RENDAHL: So you would be inserting
6 those two sentences from 7.2.1.2.4 at the very end of
7 7.2.2.3.1 and eliminating the strikeout of IXC?

8 MR. FREEBERG: Yes.

9 MS. FRIESEN: And that's acceptable to
10 AT&T.

11 JUDGE RENDAHL: Is that acceptable to other
12 parties in the room? Hearing no objection, I think
13 we've resolved the issue over 7.2.2.3.1, so we'll
14 indicate that as agreement for now.

15 And let's turn now to pick and choose
16 issues and number portability. On the issue of pick
17 and choose, can someone refresh my memory as to which
18 exhibit we need to refer to?

19 MS. STRAIN: 236.

20 MS. FRIESEN: Could I ask a question off
21 the record?

22 JUDGE RENDAHL: Let's be off the record for
23 a moment.

24 (Discussion off the record.)

25 JUDGE RENDAHL: Let's be back on the

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1 record. And while we were off the record, we located
2 copies of Exhibit 236, and Mr. Kopta has distributed
3 copies of an exhibit that has been marked as Exhibit
4 327, which is proposed language for SGAT Section
5 1.8.2.

6 Maybe the best thing to do is first maybe
7 have Ms. Anderl explain where we are with pick and
8 choose language and then go to Mr. Kopta for his
9 proposed language and then we'll take it from there,
10 unless you have another proposal.

11 MS. ANDERL: I might just streamline it by
12 saying that we've had quite some time to review and
13 discuss the proposed changes. The new language
14 submitted by XO does seem to accomplish resolution of
15 the issues as identified in the issues log, and the
16 language is acceptable to Qwest.

17 JUDGE RENDAHL: Okay. Mr. Kopta, would you
18 like to explain the changes very briefly?

19 MR. KOPTA: There were two -- or actually
20 three issues that we tried to address. The first one
21 was a concern over logistics, how would this
22 amendment be created by the CLEC, and so we added
23 some language so that Qwest would make a form or
24 sample of an amendment available that the CLEC could
25 use in electronic format along with the SGAT to

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1 create the amendment that is called for here.

2 The second was circumstances in which a
3 CLEC asks for multiple provisions from the SGAT, and
4 some are disputed and some are undisputed in terms of
5 the need to incorporate additional SGAT provisions.
6 So we just tried to put in some language that would
7 allow the nondisputed provisions to go into effect
8 immediately while the disputed issues could be
9 resolved.

10 And the third issue was just a minor issue,
11 that the SGAT being in at least a general form for
12 this section referenced in 1.8.3.1, that if the
13 Commission has not established rules, then the CLEC
14 may file a complaint, but this Commission has
15 established a procedure for dealing with pick and
16 choose disputes, and so we'd just propose to delete
17 that sentence.

18 JUDGE RENDAHL: Okay. Do other parties
19 have comments about XO Washington's proposed language
20 or what is in Exhibit 236?

21 MS. FRIESEN: Mr. Sekich, I'm going to
22 defer this question to you.

23 MR. SEKICH: Yes, actually, it's an easy
24 question. AT&T has no objection to XO's proposal.

25 JUDGE RENDAHL: Okay. Do you have any

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1 comments about what is in Exhibit 236?

2 MR. SEKICH: No, not at this time. Thank
3 you.

4 JUDGE RENDAHL: So AT&T has no objection to
5 what is in that exhibit?

6 MS. FRIESEN: Well, to the extent that
7 Exhibit 236 is -- or to the extent that 327 is
8 different than 236, is that what you're asking?

9 JUDGE RENDAHL: No, I'm asking, I guess, in
10 combination, the combination of 236 and 327, is there
11 any objection to this language by AT&T or other
12 parties at this point?

13 MR. SEKICH: I think I understand the
14 question. I think there's no objection on AT&T's
15 part.

16 JUDGE RENDAHL: So that there is agreement
17 on SGAT language on pick and choose by the parties at
18 this point? Did you hear me, Mr. Sekich?

19 MR. SEKICH: Yes, I did. Yes, on behalf of
20 AT&T, I'd answer yes.

21 JUDGE RENDAHL: Okay. And WorldCom?

22 MS. HOPFENBECK: We are in the same
23 position. We would accept XO's suggested revisions
24 to the proposed language that was jointly -- had
25 previously been jointly agreed to by AT&T, WorldCom,

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1 and Qwest.

2 MR. KOPTA: So I think the only issue would
3 then be whether, on 1.8.4, which was a Staff
4 takeback, whether there was any concerns that Ms.
5 Roth had.

6 MS. STRAIN: Staff had no objection to the
7 language in 1.8.4 in Exhibit 236.

8 JUDGE RENDAHL: And I can't see anything,
9 and I don't know about Ms. Strain's perspective, but
10 I can't see anything in XO Washington's additions
11 that should change that Staff perspective.

12 MS. STRAIN: No, I agree.

13 JUDGE RENDAHL: So I would think that we
14 are in agreement now on pick and choose language.
15 Barring any objections, that's what we'll put down
16 here. So thank you all for your working together and
17 getting this language worked out.

18 MS. HOPFENBECK: May I ask Qwest whether
19 this language will be Washington-specific language or
20 whether you intend to incorporate this language in
21 all of the agreements throughout the region?

22 MS. ANDERL: I know that we -- let me start
23 over again. The deletion of the last sentence of
24 Section 1.8.3.1 is very Washington-specific, and so
25 other states you would have to kind of see. I don't

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1 know whether we will propose this language in other
2 states or not. I don't know if XO has proposed it in
3 the multi-state workshop. I'm just not in a position
4 to say.

5 MR. KOPTA: At this point, I don't know
6 that we have formally proposed this, but we would
7 agree that the last part of 1.8.3.1 would need to
8 stay in in the multi-state, but we would propose the
9 same revisions for the other provisions in the
10 multi-state as we had proposed here.

11 JUDGE RENDAHL: Okay. The only thing to do
12 before closing this out, is there any objection to
13 admitting Exhibit 327? Okay. Hearing no objection,
14 it will be admitted.

15 Okay. The next issue to address is number
16 portability. Do we have the appropriate witnesses
17 here for number portability? Let's be off the record
18 for a moment.

19 (Discussion off the record.)

20 JUDGE RENDAHL: Okay. Let's be on the
21 record. We're turning now to Section 10.2 of the
22 SGAT, addressing local number portability, and we are
23 also working with the Washington issues log, starting
24 on page one, addressing the issues that we understand
25 were takebacks and impasse issues. Now, to the

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1 extent that there are other issues that parties have,
2 we'll interject them at the appropriate points. Ms.
3 Bumgarner, do you have a copy of the issues log?

4 MS. BUMGARNER: Yes, I do.

5 JUDGE RENDAHL: Okay.

6 MS. BUMGARNER: Okay. The first issue on
7 the issues log, this is 11-1, and the description on
8 issues is talking about the loop provisioning
9 coordination, an indication here that AT&T objects to
10 all the coordination requiring managed cut treatment.
11 And we had considerable discussion about managed
12 cuts. Qwest does have a handout and some language to
13 offer as far as revisions on the Section 10.2.2.4.

14 MR. SEKICH: This is Dominick Sekich. Am I
15 to understand there's a handout being passed out
16 presently?

17 JUDGE RENDAHL: There is a handout being
18 passed out, yes.

19 MR. SEKICH: If I could ask Ms. Bumgarner
20 if this language being passed out is identical to
21 language proposed in the recent multi-state workshop,
22 I may have a copy of that language.

23 MS. BUMGARNER: Yes, yes, this one was
24 included in the multi-state. In fact, Dom, I think
25 all of the changes that I'll be proposing are in

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1 there, with the exception of one, and I'll try to
2 point that out when we come to it.

3 JUDGE RENDAHL: This exhibit is 10.2.2.4,
4 and it will be marked as Exhibit 488, and referred to
5 as Revised SGAT Section 10.2.2.4. Okay. Please go
6 ahead, Ms. Bumgarner, and explain the exhibit.

7 MS. BUMGARNER: Okay. First, based on the
8 previous discussions that we've had and in talking
9 with our folks, in the first section, I have added in
10 about that the CLEC will coordinate with Qwest for
11 the return of Qwest unbundled loop coincident with
12 the port of the customer's telephone number to Qwest
13 in a reasonable amount of time and with minimum
14 service disruption.

15 I think, regarding this proposed change,
16 the Telecom Act and also the FCC rules around number
17 portability, both CLECs and ILECs have
18 responsibilities for number portability, and we have
19 been experiencing problems in customers who want to
20 port their number back that move to CLECs with their
21 unbundled loop that were unable to get the unbundled
22 loop returned. It's taking a very long time and
23 problems getting that coordination through.

24 So we'd like to put this into this section.
25 It's really both parties have responsibilities in

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1 working together on this, through the porting of
2 customers' telephone numbers.

3 The two sections that have been added under
4 this 10.2.2.4, based on the discussions that we've
5 had around the loop coordination, one, we have
6 unbundled loop cutovers that are associated with
7 number portability, and we've said that those are
8 addressed in Section 9, go along with the
9 coordination that's involved with unbundled loop --
10 the Qwest unbundled loop.

11 The second issues that we had talked
12 through before were if a CLEC wants a managed cut or
13 coordination with their facility turnup, the number
14 portability along with their facility, that they can
15 ask for coordination under what we call our LNP
16 managed cut provision, and that's the part that's
17 described in a later section.

18 But we've had a lot of discussions about do
19 they have to ask for managed cuts, you know, trying
20 to do coordination, so we'd like to offer this
21 section, the 10.2.2.4.1, which basically says that
22 the parties -- both parties understand that we have
23 to work together to coordinate LNP activity, that if
24 a party, whether that's a CLEC or it's Qwest,
25 experiences problems porting numbers, that they need

02455

1 to make immediate notification to the other party,
2 and that we will work cooperatively together to take
3 action to delay the port or cancel the port, and that
4 these are in accordance with the way the industry is
5 operating.

6 And I referenced here the LNPA's National
7 Number Porting Operations Team. So I'm offering to
8 add this section in to address the parties working
9 together on coordination.

10 The second part of this that we're adding,
11 Section 10.2.2.4.2, this is talking about
12 transmitting the create subscriptions to the NPAC.
13 And this was based on discussions -- I believe this
14 is AT&T asking that we often transmit a create
15 subscription to the NPAC, and so what we're putting
16 here is that Qwest will routinely send a concurrence
17 message, which actually is a create or a concurrence
18 message to the NPAC within the time frames that have
19 been established by the industry.

20 And I think, if you recall, we had talked
21 about this previously, that when you look at the
22 industry-agreed guidelines, Qwest's concurrence
23 message is an optional message that doesn't need to
24 be sent. It's the one that is receiving the number
25 has to send the -- or has to send the create message,

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1 and for the one that is going to be porting the
2 number over, it just has to send a concurrence, and
3 that's on an optional basis. But in this, we commit
4 that we will routinely send a concurrence message.
5 So that's the changes that we're proposing to this
6 coordination section.

7 JUDGE RENDAHL: Mr. Wilson.

8 MR. WILSON: We have a few suggested
9 changes to the changes, I believe. First, the
10 sentence that Qwest would like to add in 10.2.2.4, I
11 understand what Qwest is trying to do there and I
12 don't have a problem in concept. If a customer wants
13 to move back to Qwest and if that is their intent and
14 the way that they want to be served is on the
15 existing loop, then it should be transitioned back to
16 Qwest.

17 However, there is a circumstance that could
18 occur that this would disrupt, and that would be if a
19 customer switched to a CLEC on an unbundled loop, and
20 then -- with a number port, and then decided to
21 change their number and take a CLEC number, in that
22 case, there would be a situation where the ported --
23 the original ported number could go back to Qwest,
24 because it's no longer needed, and for number
25 conservation, maybe it's a good idea to give them

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1 back the number, but the loop needs to stay with the
2 CLEC.

3 So I think if we could fix that, I don't
4 have a problem with the concept that if the loop is
5 needed for service, it should go back.

6 MS. BUMGARNER: Right. That's the
7 situation we're running into, is we end up having to
8 take a held order on it, trying to get coordinated
9 with the loop. I think what you're describing, when
10 it's just a number coming back, there are industry
11 procedures on returning numbers, you know, to the
12 original, but I'm trying to think how we could -- we
13 could put port of the customer's service, or I guess
14 port of the customer's telephone number.

15 MR. WILSON: Service might -- if you
16 replace telephone number by service, that -- why
17 don't we try that. We'll think about that. That
18 might fix that issue.

19 MS. BUMGARNER: So it's actually the
20 movement of the service back is what you're trying to
21 get at?

22 MR. WILSON: Right. Well, I think that's
23 what you wanted to --

24 MS. BUMGARNER: Right.

25 MR. WILSON: -- accomplish. And we would

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1 be last to want the customer's service to be
2 disrupted.

3 JUDGE RENDAHL: So Ms. Bumgarner, will you
4 recap the proposal?

5 MS. BUMGARNER: I think what we've agreed
6 to is to try to rephrase the sentence to make it
7 clear that it's actually the customer's service
8 that's coming back, and that we need the coordination
9 of the number port and the return of an unbundled
10 loop with that return of service or the movement of a
11 service back to Qwest.

12 JUDGE RENDAHL: Do you have some language
13 that you're working on that I can read into the
14 record or you can read into the record, or is this a
15 takeback for Qwest?

16 MS. HOPFENBECK: I was going to suggest on
17 this language problem that --

18 JUDGE RENDAHL: Let's be off the record for
19 a moment, and then we can --

20 (Discussion off the record.)

21 JUDGE RENDAHL: Let's be back on the
22 record, and we'll read that in. While we were off
23 the record, the parties did some wordsmithing and,
24 essentially, in the sentence, the second sentence of
25 Section 10.2.2.4, the word "port" will be replaced

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1 with the word "transfer," and the words "telephone
2 number" will be replaced with the word "service."
3 Now, is everyone in agreement with that proposal?

4 MR. WILSON: For that sentence, yes.

5 JUDGE RENDAHL: For that sentence?

6 MS. HOPFENBECK: Yes.

7 MR. CATTANACH: Yes.

8 MS. BUMGARNER: Yes.

9 JUDGE RENDAHL: Okay.

10 MR. WILSON: Now, I have some other changes
11 that I don't think will be quite so easily agreed to.
12 In the first sentence in 10.2.2.4, I would like to
13 strike the word "unbundled," so it would say -- now
14 it would say, "Qwest will coordinate LNP with loop
15 cutovers," and continue on from there.

16 And then, in the last sentence of that
17 paragraph, I would strike through beginning with,
18 "The CLEC may order the LNP managed cut as described
19 in Section 10.2.5.4.," strike that and replace it
20 with "Qwest will ensure that the Qwest loop is not
21 disconnected before the CLEC loop is installed."

22 I think this kind of focuses the
23 disagreement that AT&T wants to ensure that the
24 customer's service is not disrupted. Qwest seems to
25 want to fall back to some industry standards which

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1 don't really address this.

2 MS. BUMGARNER: Right. And we will go to
3 impasse on that issue. We believe that we are
4 following the industry practices. We have not found
5 that anyone else is trying to coordinate the
6 disconnect with the actual port, so we will go to
7 impasse on this, and I think we talked about it
8 fairly extensively in the first workshop on this, or
9 first discussion about it, so we would not agree to
10 that suggestion.

11 MR. WILSON: Then, continuing on with a
12 couple of changes in the next paragraph, that's
13 10.2.2.4.1, at the end of the fifth line, after the
14 word "port," I would add the clause "and any loop
15 disconnection."

16 MS. BUMGARNER: I'm sorry. I didn't find
17 where you were talking about, Ken. Could you tell me
18 where you're at again?

19 MR. WILSON: The fifth line in that
20 paragraph, which starts -- wait a minute -- yes,
21 which starts "needs to delay or cancel the port."
22 After the word "port," add "and any loop
23 disconnection." So it would now read, "Needs to
24 delay or cancel the port and any loop disconnection."
25 And then, in line -- part of my problem is

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1 the paragraph didn't justify exactly like the
2 language in the multi-state.

3 MS. BUMGARNER: It isn't? I thought it
4 was.

5 MR. WILSON: Line --

6 MS. BUMGARNER: So after --

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

8 (Discussion off the record)

9 JUDGE RENDAHL: Let's go back on the
10 record. While we were off the record, we did a fair
11 amount of wordsmithing, and in 10.2.2.4.1, the fifth
12 line down, it starts, "Needs to delay or cancel the
13 port." Immediately after that phrase, you add "and
14 any loop disconnection" before the comma. Following
15 the comma, you strike out "notification to" and
16 insert "that party shall notify," and then it
17 continues, "the other party." Strike out "should be
18 made" and keep the word "immediately."

19 Then, the next line down from there, also
20 starts, "Action to delay or cancel the port," and you
21 also need to add in the words "and any loop
22 disconnection, comma." At the very end of that
23 section -- sorry, after the word "port," you add that
24 language.

25 Then, at the very end of the paragraph,

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1 insert this sentence: "Qwest shall implement
2 automated or manual processes to assure the
3 coordination of number porting and loop disconnection
4 for all number ports after 6/1/2001."

5 These proposals were made by AT&T, and also
6 the grammatical changes by XO Washington. And so I
7 think, Ms. Bumgarner, we need to turn to you now for
8 response on these proposals.

9 MS. BUMGARNER: On the suggestions to add
10 the phrase -- in two places, the phrases "and any
11 loop disconnection," the suggestion by AT&T, we're
12 okay with adding those into the sentence. And also
13 XO's reword on changing the phrase "notification to
14 the other party," changing that to say that "that
15 party shall notify." So the first changes suggested
16 for this section, we're agreeable to make those
17 changes.

18 The suggestion to add a sentence at the end
19 of this section regarding Qwest implementing
20 automated or manual processes to ensure the
21 coordination of number portability by 6/1, we
22 disagree with that. We would go to impasse on that.
23 We don't believe that that is a requirement. We
24 believe that we are following the industry-accepted
25 practices, believe that we've argued this issue

02463

1 previously, that -- the coordination, so we would go
2 to impasse.

3 JUDGE RENDAHL: Okay. Then we will be at
4 partial impasse, partial agreement on this section.
5 Is that a correct characterization?

6 MS. FRIESEN: Yes.

7 JUDGE RENDAHL: And for the record, I'll
8 note, while we were off the record, AT&T indicated
9 that it did not object to Qwest's proposed language
10 to 10.2.2.4.2; is that correct?

11 MR. WILSON: That is correct.

12 JUDGE RENDAHL: Are there any other
13 comments on what's been marked as Exhibit 488? Okay.
14 Hearing nothing, let's move on.

15 This first issue, Washington 11-1,
16 indicates there's also an issue with 10.2.5.3. Do we
17 need to turn to that, as well?

18 MS. BUMGARNER: I really had the loop
19 coordination part under this 10.2.2.4. I do have
20 some suggested revisions on the 10.2.5.3. I don't
21 know if we want to jump to that right now or if we
22 want to just go kind of in order of the SGAT.

23 JUDGE RENDAHL: We can take them in order
24 of the SGAT. I just wanted to clarify.

25 MS. BUMGARNER: I do have that down as one

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1 to talk about.

2 JUDGE RENDAHL: Okay.

3 MR. WILSON: Can we go in order, just keep
4 going in order?

5 MS. BUMGARNER: Okay. The next one that's
6 listed, which is the 11-2, talks about that -- well,
7 it says that we're at impasse, and it talks about the
8 porting of mass call-in numbers. And actually, we
9 had agreed to port the mass call-in numbers, and
10 then, I believe in Oregon, we had reached agreement
11 on the wording. And the section is 10.2.2.1, and I
12 do have a handout that shows the wording that we
13 agreed to in Oregon.

14 JUDGE RENDAHL: Okay. That will be marked
15 as Exhibit 489, and referred to as Revised SGAT
16 Language, Section 10.2.2.1.

17 MS. BUMGARNER: I believe that where we
18 were at impasse was really the discussion around the
19 porting of reserved numbers. So it may have gotten
20 -- I'm a little bit confused in the discussion in the
21 previous workshop, but I believe where we were at
22 impasse or had disagreed was around the porting of
23 reserved numbers. So I do have a handout for that
24 particular section. It's Section 10.2.2.13.

25 JUDGE RENDAHL: Okay. Why don't we hold

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1 that for the moment and discuss 489 first, and then
2 we'll go next to that one. Are there any comments on
3 Qwest's proposed changes in Exhibit 489?

4 MR. WILSON: Well, I'm just checking to
5 make sure this is exactly the same as the language in
6 the seven-state. Is it the same, Margaret?

7 MS. BUMGARNER: It was supposed to be.

8 MR. WILSON: To the best of your checking,
9 is it the same?

10 MS. BUMGARNER: Sometimes the cut and paste

11 --

12 MR. WILSON: I understand.

13 MS. BUMGARNER: It was supposed to be the
14 same.

15 JUDGE RENDAHL: So there was agreement in
16 the multi-state on this language, or this was
17 proposed but not discussed in the multi-state?

18 MS. BUMGARNER: We didn't get to the number
19 portability section, but I had included the changes
20 in that. This actually was discussed in Oregon, and
21 I believe we reached agreement on referencing the
22 North American Numbering Council's report, and so we
23 had included that.

24 JUDGE RENDAHL: Okay. So this was provided
25 to parties in the multi-state and agreed to in

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1 Oregon, and the understanding is this replicates what
2 was agreed to in Oregon; correct?

3 MS. BUMGARNER: Yes.

4 JUDGE RENDAHL: Is there any objection by
5 AT&T or WorldCom or other parties to this language?

6 MR. WILSON: Our check shows that it is the
7 same, also, as that used in the multi-state, and I
8 think that AT&T is okay with this language as it's
9 been modified.

10 MS. HOPFENBECK: So is WorldCom.

11 JUDGE RENDAHL: Okay. Any other parties
12 have comments? Hearing nothing, we'll say that
13 that's agreement on 10.2.2.1. Sounds like one of
14 those multiple phone numbers.

15 All right. Then you had mentioned you had
16 another document on 10.2.2.13, Ms. Bumgarner.

17 MS. BUMGARNER: Yes. This has to do with
18 the porting of reserve numbers.

19 JUDGE RENDAHL: Okay. That will be marked
20 as Exhibit 490, and referred to as Revised SGAT
21 Language Section 10.2.2.13.

22 MS. BUMGARNER: Yes. And I did tell Mr.
23 Sekich that I would let him know on which one was not
24 the same as what we had put in the filing in
25 multi-state. We didn't talk about the number

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1 portability at the multi-state, but we had included
2 the changes. For this particular section, we have
3 changed what we've included in this.

4 MR. SEKICH: So Margaret, it's Dom. So I
5 understand, this is being viewed by all parties for
6 the first time?

7 MS. BUMGARNER: Yes.

8 JUDGE RENDAHL: It's quite short. Maybe we
9 can read it to you so you can hear it. It starts,
10 "Porting of reserved numbers, period. The customers
11 of each party may port reserved numbers from one
12 party to the other party via LNP, period. Qwest will
13 port numbers previously reserved by the customer via
14 the appropriate retail tariffs" -- and this is
15 apparently new language now -- "until these
16 reservations expire, period. Qwest will no longer
17 reserve numbers for end user customers, period."

18 MS. BUMGARNER: Right. And this was a policy
19 decision that we've just recently made. I think we
20 had talked about this in the earlier workshop about
21 number portability, that the FCC's rules that they
22 have, however, in their Docket 99-200, which is the
23 numbering resource authorization, had a rule that was
24 to go into effect on December 1 around the interval
25 for reserving numbers, and that was a 45-day

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1 interval.

2 We had been looking at that, anyway, on
3 considering whether to continue reserving numbers,
4 but we knew that the FCC was looking at the petitions
5 for reconsideration and ex partes that companies had
6 gone in to talk about reserved numbers and that 45
7 days was really a very short period of time and
8 wouldn't satisfy the customer's needs.

9 The FCC indicated in their December 7th
10 open meeting that they were going to be issuing an
11 order and that they were going to extend the period
12 of time that you could reserve numbers, and they have
13 done that. The order came out December 29th of 2000.
14 It's CC Docket 99-200. It's the second report and
15 order, order on reconsideration in CC Docket 96-98
16 and CC Docket 99-200, and the second further notice
17 of proposed rule-making in CC Docket Number 99-200.

18 MS. FRIESEN: I'm sorry, Ms. Bumgarner, did
19 you read the FCC order number?

20 MS. BUMGARNER: I was just going to. It's
21 FCC 00-429.

22 MS. FRIESEN: Thank you.

23 MS. STRAIN: Could you say the date again,
24 please?

25 MS. BUMGARNER: It was released December

02469

1 29th. So this order came out -- it did follow up on
2 the FCC's open meeting. The time period has been
3 extended to 180 days, with no extensions on the
4 ability to reserve numbers. They are continuing to
5 consider some things around extensions on reserving
6 of numbers and charging for reserving of numbers by
7 the FCC.

8 A lot of qualifiers in this about how you
9 administer these things. Our retail marketing group
10 has been looking at this, the changed requirements
11 around the reserving of numbers, the fact that we
12 really don't have a lot of customers who do, in fact,
13 reserve numbers, and the ones that have in the past
14 reserved numbers are asking to reserve numbers for a
15 year or two years, that sort of thing. So 180 days
16 would really not satisfy what those customers would
17 be looking for.

18 The third thing is that, with the pooling,
19 now that we're going to thousand block pooling, the
20 ability of customers to get numbers in the same NXX
21 block is going to be more difficult to do anyway. So
22 we're not going to provide reserved numbers for our
23 customers any longer. We're going to let the current
24 reservations expire, the ones that we still have, and
25 but we will no longer reserve numbers and we will

02470

1 only port those that are currently reserved for
2 customers, but we won't be reserving numbers in the
3 future.

4 JUDGE RENDAHL: Mr. Wilson.

5 MR. WILSON: Well, much of this is news to
6 us. I think that we need to hold open the 10.2.2.13
7 for a review. We haven't yet looked at this new
8 order, and the Qwest policy change is news to us.

9 I would also like to read into the record a
10 proposed paragraph that I was going to add to help
11 deal with the issue, as I understood it, in the last
12 workshop. We'll have to see, I guess review whether
13 to accept Qwest's language as it is newly proposed
14 and whether or not we feel that we still need my
15 additional paragraph.

16 The additional paragraph is 10.2.2.15.
17 It's titled Porting of Previously Unassigned Numbers.
18 And it reads as follows: "Qwest will port numbers
19 that have been previously unassigned if the CLEC
20 demonstrates to Qwest that the numbers have been
21 reserved by the CLEC end user."

22 JUDGE RENDAHL: Okay. So at this point, is
23 there an opportunity for the parties, between now and
24 the time briefs are filed, is there an opportunity
25 for the parties to further discuss this, or is this

02471

1 something we should simply title impasse and then you
2 will let us know in briefs whether you've resolved it
3 or not?

4 MS. FRIESEN: I think the latter's probably
5 the safest juncture.

6 MS. BUMGARNER: Yes, I believe it would be
7 impasse.

8 JUDGE RENDAHL: Okay. Then that's how we
9 will report it.

10 MS. YOUNG: Margaret?

11 MS. HOPFENBECK: I just wanted to go on
12 record saying that WorldCom -- this is an issue for
13 WorldCom. Our issue has really been with the porting
14 on unassigned numbers even when there has been no
15 reservation by the end use customer prior to the time
16 that they transfer to the CLEC.

17 At any rate, I want to just outline the
18 reason here why I think that Qwest change may still
19 not be sufficient. However, I'm going to take this
20 back to my people and see what they say. My concern
21 is that, even though Qwest customers are not, from
22 this time forward, apparently, being allowed to
23 reserve numbers, a customer, I assume, can still add
24 numbers to their block that are unassigned that Qwest
25 still has in their repertoire.

02472

1 And CLECs, because they're limited to
2 porting only the numbers that the customer currently
3 has, CLEC customers don't have that option of
4 basically going back to Qwest and saying, Oh, Qwest,
5 are X numbers that are in the same common block still
6 unassigned, and will you port those to our customers.
7 And that still puts us at a slight disadvantage
8 vis-a-vis Qwest. So that's the concern, as I see it,
9 still existing.

10 I think I agree, Margaret, that with a
11 thousand block number pooling, that probably becomes
12 less of a problem than it was with 10,000 block, but
13 it still does exist.

14 And I would just ask a couple questions to
15 flesh this out. Do you know, how does Qwest assign
16 numbers to customers, like how does it happen that a
17 customer is given a number, a new customer comes on
18 board and is given a number? Is that automated, does
19 it just happen chronologically, so that they
20 necessarily get the next number that's available
21 within the next block?

22 MS. BUMGARNER: Well, some of what you're
23 asking is requirements by the FCC under this
24 numbering resource optimization, which, until the
25 pooling, the National Pooling Guidelines are

02473

1 implemented, or for those states who have been
2 granted permission to implement poolings prior to the
3 national rollout of thousand block pooling, the FCC
4 requires that we open -- rather than opening up all
5 10,000 numbers in an NXX, that you have to open them
6 sequentially, you know, one-by-one, and you have to
7 use up all the numbers in that block before you open
8 the next block of numbers.

9 So there are some rules that they have
10 tried to put in to help manage that resource.
11 Because when you go to pooling, the blocks that are
12 going to be contributed by all of the carriers are
13 those that are, I guess in their terms, they call
14 them uncontaminated, which means you haven't used any
15 numbers out of that particular block that would go
16 into the pool, or lightly contaminated, which is a
17 small percentage has done it. So there are a lot of
18 requirements in the way the FCC has laid this out.

19 So then, what Qwest has to do, in our
20 Number Administration Group, is they look at how many
21 numbers they forecast are going to be used for a
22 particular period of time. Those are loaded in.
23 They may take that whole thousand block if they
24 thought it was going to be used over a period, or a
25 portion of that thousand block, they would load it

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1 into our system that does the assignments, and that's
2 like the premise system.

3 It's the same as when you go in through IMA
4 if you're on a resale basis and you ask for a number.
5 It's coming out of the very same system. If I recall
6 right, it gives you up to -- a choice of up to, like,
7 nine numbers kind of randomly in there. You get the
8 next ones that the system puts forward.

9 MS. HOPFENBECK: Okay.

10 MS. BUMGARNER: But if you have a specific
11 request that you want some numbers, you want some
12 special thing that a customer's looking for, like a
13 vanity number or they're looking for three numbers in
14 sequence, you can then make that request, and the
15 number administrators will actually go in and see if
16 that exists to be able to give to you. But the
17 general assignment, it is a system that randomly puts
18 the numbers up to be used, so --

19 MR. WILSON: I think this brings up a
20 specific example, and I don't know the answer to it.
21 And that is, I have a customer -- a customer moves
22 from Qwest to AT&T, they have 500 numbers in
23 sequence, they move over with all those numbers and,
24 10 days later, they want an additional 50 numbers
25 contiguous with those 500 numbers, and they want to

02475

1 use them immediately.

2 As I read the SGAT, the Qwest language
3 prohibits me from getting those numbers because
4 they're unassigned -- even though the customer wants
5 to use them immediately. So they're not going to be
6 -- I'm not porting numbers that are going to be
7 reserved; I'm porting numbers that someone wants to
8 use, but they seem to be unassigned. And as far as I
9 know, the processes that Ms. Bumgarner was discussing
10 to get new numbers are always in the context of a
11 resold line or a ported line or an unbundled loop or
12 something like that. So my question to Qwest is how
13 do I get those 50 numbers?

14 MS. BUMGARNER: You have numbers assigned
15 to your switch that you've gotten from the number
16 administrator to use for your customers' uses.

17 This goes all the way back to our previous
18 discussions, that the FCC has not required us to
19 implement unassigned number porting. And for a
20 variety of reasons, there are a lot of things that
21 unassigned number porting causes us problems,
22 particularly under the thousand block pooling
23 administration and our ability to be able to
24 administer our numbers, have some idea what our usage
25 of numbers are.

02476

1 What unassigned number porting leaves us
2 open to is, rather than carriers going back to the
3 number administrator to get numbers, Qwest could
4 become the pool, the new administrator, or the
5 secondary administrator for numbers. And they have
6 not required us -- in fact, they have been very clear
7 in the orders that they put out that unassigned
8 number porting is not required.

9 MR. WILSON: Well, you could have just said
10 you can't do it. I mean, I would appreciate a
11 reasonable answer to a reasonable question. I have
12 reread the FCC orders in detail on unassigned
13 numbers. They were addressing the use of the porting
14 of unassigned numbers to relieve number exhaust.
15 They were not addressing a specific situation, as we
16 are saying. This is a simple parity issue.

17 As Annie Hopfenbeck suggested, Qwest could
18 give -- if that customer stayed with Qwest, they
19 could give them those 50 numbers 10 days later. If
20 they moved to AT&T or to WorldCom, they can't get
21 them. It's that simple, under Qwest's policy.
22 Parity. And you're not giving it.

23 MS. STRAIN: Mr. Wilson, what are your --
24 could you give me some cites, please, for the FCC
25 orders, or were they the same FCC orders that Ms.

02477

1 Bumgarner already cited?

2 MR. WILSON: Oh, it's the same one.

3 They're using plain language in an order that was for
4 a different purpose for this, and I take great
5 exception to that.

6 MS. STRAIN: Are there certain paragraphs
7 that we should look at, either one of you?

8 MR. WILSON: I could reread it and let you
9 know.

10 MS. BUMGARNER: I believe I --

11 MS. STRAIN: I don't know if it's a huge
12 order or a small order.

13 MS. BUMGARNER: I think I actually put the
14 paragraph in on the document that I provided. When I
15 cited to the paragraph, I think I included the
16 language out of that paragraph --

17 MS. STRAIN: Okay.

18 MS. BUMGARNER: -- in the cites that I gave
19 you in that topic.

20 MR. WILSON: I think you have to read a
21 little more than the exact wording that they gave.
22 There's a context there.

23 MS. FRIESEN: To the extent that this has
24 gone to impasse, we'll make sure that those are cited
25 in the brief.

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1 JUDGE RENDAHL: Thank you. And Ms. Young,
2 you have a question or comment?

3 MS. YOUNG: Brief question. The statement
4 "Qwest will no longer reserve numbers for their end
5 user customers."

6 MS. BUMGARNER: Yes.

7 MS. YOUNG: Is that today a retail tariff
8 offering?

9 MS. BUMGARNER: Yes, it is.

10 MS. YOUNG: So in order for you to either
11 grandfather that service or no longer offer that
12 service, you'll have to seek Commission approval?

13 MS. BUMGARNER: Yes, we will. And it's
14 really our belief that, in terms of reservations and
15 the concerns by the state commissions about efficient
16 use of numbers, the reservation of numbers has been
17 an issue that I believe FCC and state commissions
18 have had concerns that customers would tie up big
19 blocks of numbers. Admittedly, the charge that we
20 have in the tariff is very, very small, so we are
21 planning to go and ask for those tariffs to be
22 changed and no longer reserve the numbers.

23 We're just in the process of -- as I said,
24 this order just came out December 29th. This is the
25 view that our retail side has, and that we need to go

02479

1 back and get our practices updated and also file on
2 those tariffs, so yes.

3 JUDGE RENDAHL: Mr. Wilson, I believe you
4 had a comment or a question, and then Mr. Wilson, the
5 other Mr. Wilson.

6 MR. TOM WILSON: Yes, I have a question for
7 the other Mr. Wilson.

8 JUDGE RENDAHL: Oh, okay.

9 MR. TOM WILSON: If an AT&T customer, let
10 me paint a hypothetical, who had 500 numbers being
11 served by AT&T, and perhaps AT&T had the whole block,
12 thousands block or something like that and could
13 easily grow that to 600 numbers for that customer if
14 they wanted to, what would happen if Qwest won that
15 customer and got the 500 numbers ported over to them?
16 Then could they call up and say, Our customer's
17 growing, we would like the next 15 or hundred numbers
18 from that block. I'm just curious about the parity
19 issue you raised.

20 MR. WILSON: Well, putting aside the fact
21 that this agreement is Qwest's agreement, I think it
22 would be difficult for AT&T to argue that we
23 shouldn't allow the same thing to happen. I don't
24 know that we've thought about it, but I would say it
25 would be pretty hard for us to argue that what's good

02480

1 for the goose isn't good for the gander here.

2 I think -- that kind of follows on to a
3 comment. My concern is that is far less likely than
4 what we're talking about here, and that the simple
5 act of doing away with reservations entirely, which
6 may seem reasonable on its face, I would posit is
7 relatively anticompetitive, because Qwest doesn't
8 need to do reservations.

9 They control 95 percent of all the numbers
10 that people might reasonably want. And for them to
11 get rid of this process actually prevents a CLEC
12 customer from reserving some numbers, coming over and
13 then getting those numbers ported in the next -- even
14 if it's 180 days, whatever it is, that this is, I
15 would consider an anticompetitive move and I would
16 advise the Commission not to approve it.

17 MS. HOPFENBECK: To elaborate briefly on
18 that, just flesh that out a little bit more, when we
19 first came to impasse on the porting of unassigned
20 numbers, we at least had the option to have our
21 customer, before they had transferred to us, reserve
22 numbers, and then move. With the elimination of the
23 reservation that Qwest has done, that option is not
24 available anymore, either.

25 JUDGE RENDAHL: Okay. Is there anything

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1 further on this issue before we just say we're at
2 impasse and go on? Hearing nothing, I think we just,
3 at this point, declare impasse and move on to the
4 next topic.

5 MS. BUMGARNER: The next item, 11-3, this
6 is regarding the Section 10.2.5.2. I do have a
7 handout for this.

8 JUDGE RENDAHL: And this refers to the
9 standard due date intervals?

10 MS. BUMGARNER: Yes, it does.

11 JUDGE RENDAHL: Okay. So this will be
12 marked as Exhibit 491. It will be Revised SGAT
13 Language, Section 10.2.5.2. Okay. Let's go forward.

14 MS. BUMGARNER: This is another change that
15 was not included in the document that we filed, the
16 SGAT version that we filed for the multi-state. So
17 for Dom, I'll read the change that we've made to
18 this. Dom, are you there?

19 MR. SEKICH: Yes, I'm here. So again, this
20 is another issue that's -- I guess new language that
21 is being seen for the first time?

22 MS. BUMGARNER: Yes. What we did, the
23 actual language that's in that Section 10.2.5.2 is
24 the same, it remains the same, but we are proposing
25 new intervals. So what we have is we've struck all

02482

1 of the part that laid out the intervals. We've
2 replaced it with -- we've got two columns, one, the
3 number of lines and another column for the interval.
4 Under that, we have one to 24 lines, five business
5 days; 25 to 49 lines, 10 business days; and then 50
6 or more lines, we have ICB.

7 And this, we had considerable discussions
8 around the intervals. We'd also like to provide a
9 handout, which is a comparison that we've done. I
10 believe this indicated that we had a takeback to look
11 at the due date intervals and also the Regional
12 Oversight Committee performance measure.

13 JUDGE RENDAHL: That document will be
14 marked as Exhibit 492, and how would you like to
15 characterize it? Comparison --

16 MS. BUMGARNER: This is a Comparison of LNP
17 Intervals.

18 JUDGE RENDAHL: Thank you.

19 MR. SEKICH: It's Dom. Just to clarify,
20 your new proposed intervals are for what?

21 MS. BUMGARNER: One to 24 lines, five
22 business days; 25 to 49 lines, 10 business days; and
23 50 or more lines, ICB.

24 MR. SEKICH: For which LNP category, or is
25 this meant to replace all the categories?

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1 MS. BUMGARNER: Yes.

2 JUDGE RENDAHL: It eliminates the other
3 categories, Simple, Complex, Centrex, and Managed Out
4 of Hours Conversions. Those are all deleted and
5 substituted with this one set of intervals and number
6 of lines.

7 MS. BUMGARNER: Right.

8 MR. SEKICH: Thank you.

9 MS. BUMGARNER: The performance measure
10 that your 11-3 refers to, we had talked about, I
11 believe in Oregon, and maybe in Washington also, that
12 the performance measure, which lays out the FOC, the
13 firm order confirmation time frames, this is what we
14 were looking at, and to look at how many lines that
15 was associated with. And so the P05 measure for firm
16 order confirmations gives one to 24 lines. There's
17 an FOC of 24 hours. And for 25 to 49 lines, there's
18 an FOC of 48 hours. And then, for 50 or more, it's
19 on a negotiated basis.

20 But we've tried to line up our intervals to
21 make them the same as the intervals that have been
22 laid out in those performance measures around the
23 firm order confirmations. Also, what we've done in
24 the Exhibit 492 is we've tried to do a comparison to
25 see how our intervals line up with the other

02484

1 intervals that are out there.

2 At this point in time, I haven't heard back
3 from SBC, but I have done a comparison here for Bell
4 Atlantic's and then for BellSouth. And a comparison,
5 if you go on the Web site for the industry committee
6 for ported.com, the only thing that they had was one
7 to 24 lines, five days, and anything above 25 was to
8 negotiate locally, but they also had it noted that
9 there had never been any industry consensus around
10 intervals.

11 So I just provide this as some information
12 that we've gathered on intervals, and then this is
13 Qwest's proposal.

14 MS. FRIESEN: Could I ask a couple of
15 questions? When you say that this is -- I'm looking
16 at Exhibit 492, the third column. It says, "All
17 service types for LNP re: FOC."

18 JUDGE RENDAHL: Firm order commitment.

19 MS. FRIESEN: Is it commitment or
20 confirmation? I can never remember.

21 MS. BUMGARNER: Firm order confirmation, I
22 think.

23 MS. FRIESEN: Does this particular PID that
24 you're referencing here, and I don't have it in front
25 of me, does it say that Qwest shall -- I'm trying to

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1 understand the reference to FOC, that the numbers
2 will be -- or that the intervals for porting the
3 numbers will be from the date you send the FOC back
4 to AT&T, then two days out that --

5 MS. BUMGARNER: No.

6 MS. FRIESEN: Could you explain that to me?

7 MS. BUMGARNER: That is a good question. I
8 mean, you're trying to figure out is the FOC in that
9 interval or not in that interval?

10 MS. FRIESEN: Mm-hmm.

11 MS. BUMGARNER: In the PID that lays out
12 the FOC, when we looked at the lines, the 24 and 48,
13 and then, when we had discussions -- I don't -- I
14 think maybe it was -- I don't remember now on number
15 portability. That question was asked and we did add
16 the language into the section -- yes, it's this
17 section up above. It says, "These intervals include
18 the time for firm order confirmation."

19 MS. FRIESEN: And that's what I'm trying to
20 understand, because I'm not sure I do. When AT&T
21 sends you an order to port a number, that's not the
22 FOC. What you send back to us is the FOC; am I
23 correct on that?

24 MS. BUMGARNER: Right.

25 MS. FRIESEN: Okay. Inside the FOC it

02486

1 tells us when we can expect the number to be ported
2 or the service to be accomplished; right?

3 MS. BUMGARNER: Right.

4 MS. FRIESEN: So what this sentence means,
5 these intervals include the time the firm order
6 confirmation -- these intervals include the time for
7 the FOC. Does that mean from the date of the
8 application to the date you install, it includes not
9 only the return of the FOC to us, but the port, as
10 well, and that means all of that will be done within
11 two days?

12 MS. BUMGARNER: I think what Ken and I were
13 trying to describe was from the time that you send us
14 the service order, then there's, like, a 24-hour
15 period that we have a commitment to send you back the
16 FOC, and then there would be, like, the four days for
17 the port.

18 MS. FRIESEN: Okay.

19 MS. BUMGARNER: At least based on this. So
20 you would subtract that FOC and that, what your
21 actual port interval is following FOC. I don't know
22 how to describe it better, but that was, I believe,
23 what we had agreed to.

24 MS. FRIESEN: So the FOC is a 24-hour
25 turnaround, right, from the date of the service

02487

1 order?

2 MS. BUMGARNER: Yes.

3 MS. FRIESEN: So I would subtract one from
4 all of these. Okay. Thank you.

5 JUDGE RENDAHL: Well, I don't think that's
6 exactly how I read it.

7 MR. WILSON: Right.

8 JUDGE RENDAHL: For the one to 24 lines, it
9 appears that that number is 24 hours, but for 25 to
10 49 it's 48, and there is not one for 50 and more.

11 MS. FRIESEN: Okay.

12 JUDGE RENDAHL: I'm wondering if, for
13 clarification, those FOC times need to be included as
14 they are on Exhibit 492 in Exhibit 491, just for
15 informational purposes to the CLECs.

16 MS. BUMGARNER: You mean perhaps put parens
17 after those and say "includes 24-hour FOC?"

18 JUDGE RENDAHL: Or another column.

19 MR. REYNOLDS: Yeah, just another column.

20 JUDGE RENDAHL: Another column that states
21 FOC time, or just FOC, and then -- so that it's more
22 clear to everyone.

23 MS. HOPFENBECK: My own perspective would
24 be that adding the FOC 24 hours, I think it may have
25 that opposite effect, that if you add another column

02488

1 that shows what the firm order confirmation interval
2 is, that it might suggest that the interval is
3 extended.

4 MS. BUMGARNER: What I wrote down here, I
5 thought maybe I'd put an asterisk next to the
6 interval and then put one next to where -- the column
7 that we have for FOC, and instead say "includes FOC
8 time," and then 24, 48.

9 MS. HOPFENBECK: That would be clear, yeah.
10 Or like inclusive of 24-hour response time.

11 JUDGE RENDAHL: So if you were to drop a
12 asterisk from the heading interval to the bottom that
13 said "inclusive of FOC time," would that address your
14 concern, Ms. Hopfenbeck?

15 MS. HOPFENBECK: Yes.

16 JUDGE RENDAHL: Okay. Now, that wording
17 notwithstanding, are there reactions from the parties
18 based on these numbers? Mr. Wilson.

19 MR. WILSON: Well, we seem to be going
20 backwards. I guess that's my first comment. Because
21 the most common porting, at least for AT&T, is the
22 simple 1FR, 1FB, and we're going from four days to
23 five days and from five days to ten days, and that
24 seems to me to be a very big change in the wrong
25 direction.

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1 On the comparison chart that was handed
2 out, which I guess is 492, first I'd like to point
3 out there's a typo in the fifth column -- or the
4 third column, I'm sorry. It says, One to 24 lines,
5 24 hours, one to 49 lines, 48 hours. I think it's
6 supposed to be 25 to 49 lines.

7 MS. BUMGARNER: Oh, yes.

8 MR. WILSON: But then I'd like to point out
9 that, all in all, even though there's some days I'm
10 looking at here, that the Qwest proposal still seems
11 to be pretty much the worst, particularly if I look
12 at BellSouth, which is, on simple, is one to 55 days
13 and 51 plus, ICB, which is pretty much what AT&T was
14 asking for. I think we wanted to see four days
15 instead of five, but they definitely don't have this
16 secondary step that now is 10 days for the most
17 common ports. So I think we're still at impasse on
18 this.

19 MS. BUMGARNER: But I think you also have
20 to look at BellSouth, the fact that they break theirs
21 out to complex, you know, one to 50, they've got
22 seven days for designed services, and what we've got
23 for all service types is the one to 24 for the five
24 days. So if we're trying to do the direct
25 comparisons between these, they also have, on one to

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1 50, they have an FOC of 48 hours; we have an FOC of
2 24.

3 So in trying to do some of these
4 comparisons -- the way they've broken this stuff out,
5 I don't like, but we believe that the time periods
6 are pretty close to what we're seeing across the
7 board.

8 MR. SEKICH: This is Dominick Sekich. I
9 unfortunately do not have the comparative chart in
10 front of me, but I do have one question that may
11 clarify for people in the room, just to ensure we're
12 talking apples to apples. Are the days listed in the
13 comparative chart all business days or are they
14 calendar days?

15 MS. BUMGARNER: These are all based on
16 business days.

17 JUDGE RENDAHL: For every company?

18 MS. BUMGARNER: That's my understanding,
19 these are all addressing business days.

20 MR. SEKICH: The reason I ask is that I
21 know in Colorado, at the emerging services workshop
22 session held in December, a similar chart was passed
23 out, and there were some questions about whether they
24 were business or calendar days, and my recollection
25 is is that some of the dates specified for carriers

02491

1 were, in fact, calendar days. Unfortunately, I'm not
2 able to see what's in, I guess, the document passed
3 out.

4 MS. BUMGARNER: We can go back and
5 specifically ask that question, but the BellSouth
6 material I took off their Web site. I don't have a
7 copy of that information. I took it off their Web
8 site, but I recall it specifically saying business,
9 but I will look at that again. And the Bell
10 Atlantic, we can certainly ask that question back to
11 them, but it was my understanding it was business.

12 JUDGE RENDAHL: Ms. Hopfenbeck.

13 MS. HOPFENBECK: Ms. Bumgarner, how do
14 these -- first of all, you would agree that a CLEC
15 can't turn up retail service to its customer until
16 the number has been ported pursuant to these
17 intervals; correct?

18 MS. BUMGARNER: Correct.

19 MS. HOPFENBECK: Okay. How do these
20 intervals compare to the retail service quality
21 requirements that Qwest confronts in the state of
22 Washington? How do these compare to the time frame
23 within which Qwest has to turn up service for its
24 retail customer?

25 MS. BUMGARNER: I do not know.

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1 MS. HOPFENBECK: The concern -- I ask this
2 question -- we can go to the rule for reference to
3 this, but I asked this question because I think what
4 is problematic about the length of these intervals,
5 from WorldCom's perspective, is the fact that it puts
6 us -- I mean, you're really talking about from one to
7 24 lines, you know, which is the typical small
8 business, residential customer, were we to be able to
9 get into that market here, puts us at a real
10 disadvantage to Qwest in terms of being able to
11 provision service to our customers within a
12 comparable period of time to Qwest's.

13 And I want to push Qwest a little bit in
14 terms of why these intervals need to be so long. I
15 mean, in Washington, we don't yet have our own retail
16 service quality rules, that we have to live with the
17 CLEC, but in Oregon we have to turn up retail service
18 within 24 hours of the date that you do, and we
19 couldn't do that in this state under these rules with
20 this agreement.

21 MS. BUMGARNER: I think if you're doing a
22 comparison as far as retail, I mean, I don't know
23 what's in the Washington rules around the retail
24 services, maybe Mark does, but we don't have a
25 comparable retail service that's porting numbers.

02493

1 MS. HOPFENBECK: No, I understand that you
2 don't have to port a number to provide retail service
3 and you do for us, but this raises this point in
4 terms of whether the CLECs can really compete with
5 Qwest at parity. I mean, number portability exists
6 in order to essentially allow us to not be
7 disadvantaged by the fact that we have to give
8 customers new numbers, but if it takes this long to
9 port a number, then we still suffer the same
10 disadvantage.

11 So I realize you don't have the same
12 activity to do when you turn up your own customers,
13 and I know that's what contributes to the
14 differential in terms of when we get turned up
15 customers and yours, but I'm pressing you, because of
16 this, as to whether Qwest really needs five business
17 days, which is, in effect, a week, to port this
18 number?

19 MS. BUMGARNER: There are some things
20 involved with number porting that are time frames
21 that are really required by the NPAC, how long it
22 takes for the timers to be set, that sort of thing.
23 The industry has agreed to those time periods.
24 That's the time period that the NPAC needs. We
25 really can't reduce less than some of those time

02494

1 periods, and that's the whole sending the create
2 message and concurrences and actually being able to
3 do the port, so there is some time in here that's
4 involved with that.

5 And I think we had talked previously, when
6 we had laid out the intervals, that in terms of these
7 complex services, which now you know the way that we
8 tried to address this as far as like all service
9 types to coincide with the way that performance
10 measure on FOC is laid out, and maybe we need the --
11 I mean, if that's the issue, is break that out again.
12 Because on the complex services, we had talked about
13 the centers actually do a lot of checking on those
14 complex services, making sure that all of the numbers
15 are accounted for. We have a lot of work on there,
16 so --

17 MS. HOPFENBECK: My example was really a
18 simple situation.

19 MS. BUMGARNER: You're really talking POTS.

20 MS. HOPFENBECK: Yeah.

21 JUDGE RENDAHL: Okay. I think we've had
22 enough discussion.

23 MS. HOPFENBECK: I just wanted to raise
24 that issue and ask the questions. So we don't need
25 to discuss this further.

02495

1 JUDGE RENDAHL: That's fine. My suggestion
2 is we record this as impasse and go on break. I
3 understand Ms. Strain has a question that we'll hold
4 until after the break. So let's come back on the
5 record at 3:00, and I really mean 3:00. I'm going to
6 give us 15 minutes. And let's take a break, come
7 back at 3:00, and try to finish up number portability
8 as quickly as we can. Let's be off the record.

9 (Recess taken.)

10 JUDGE RENDAHL: Let's go back on the
11 record. And I think Ms. Strain had a question before
12 we move off the issue of Section 10.2.5.2.

13 MS. STRAIN: Yeah, I just wondered if we
14 had dealt with, on the issues log, Issue Number 11-3,
15 which was about using the 3:00 p.m. Mountain Time as
16 the deadline. And I have that as a Qwest takeback to
17 provide AT&T with a reference on why it has to be
18 Mountain Time. Did that happen?

19 MS. BUMGARNER: Yes, we did. It is, in
20 fact, Mountain Time on that, and that is what the
21 performance measures are based on. It was set in the
22 performance measures, and so that's how we've set the
23 deadline.

24 MS. STRAIN: Is AT&T in agreement with that
25 section? Do you have any problem with that being the

02496

1 way it is, then?

2 MR. WILSON: Which section is that?

3 JUDGE RENDAHL: 10.2.5.2, the reference to
4 Mountain Time. There's a reference to orders
5 received after 3:00 p.m. Mountain Time are considered
6 the next business day.

7 MR. WILSON: Is the Qwest center in Denver
8 that does all this?

9 MS. BUMGARNER: Well, we have a center in
10 Denver. There's also the center in Phoenix that
11 deals with some of the stuff, but the ROC performance
12 measures in dealing with OSS, they were set on 3:00
13 Mountain Time for those FOCs. That's my
14 understanding. And what I understood was if that --
15 if there's a desire to change that, which would
16 affect all of those performance measures, it would
17 need to be taken back to the ROC group.

18 MR. WILSON: Well, it's just a -- I mean, I
19 was trying to figure out if it was reasonable. I
20 mean, I understand who probably proposed the original
21 Mountain Time in the ROC PIDs, as well, so I just
22 wanted to understand if all of your centers are in
23 the Mountain Time zone and there's not one in
24 Minneapolis, for instance.

25 MS. BUMGARNER: Dealing with the LNP is

02497

1 pretty much Denver, everything, the translation
2 centers and stuff. As far as the discussions at the
3 ROC around this, I really don't know.
4 MS. FRIESEN: We have to get back to our
5 client on that. I'm sorry.
6 MS. STRAIN: Okay.
7 JUDGE RENDAHL: We just wanted to make sure
8 we didn't drop the issue. So we'll just consider the
9 whole section to be impasse until we hear otherwise
10 from you all. Mr. Cattanach.
11 MR. CATTANACH: If I could ask one quick
12 question, Your Honor, of Ms. Hopfenbeck. Do you
13 happen to know, in issue of parity, how long it takes
14 WorldCom to port numbers back to Qwest?
15 MS. HOPFENBECK: I do not.
16 MR. CATTANACH: Okay.
17 MS. HOPFENBECK: I don't know if it
18 happened.
19 MR. CATTANACH: They're all so happy.
20 MS. HOPFENBECK: That's right.
21 JUDGE RENDAHL: Okay. What is the next
22 issue? What's the next number? I think we dealt
23 with both 11-3 and 11-4.
24 MS. BUMGARNER: Right. 11-3 and 11-4
25 actually go together. So the next issue that we

02498

1 have, which is 11-5, and this is Section 10.2.5.3. I
2 think we talked about a portion of this earlier when
3 we were talking about Issue 11-1, but I do have a
4 handout for this section.

5 JUDGE RENDAHL: Okay. That will be marked
6 as Exhibit 493, and will be titled Revised SGAT
7 Language Section 10.2.5.3. Okay.

8 MS. BUMGARNER: Okay. This section, we had
9 talked about the -- I think the disputes have been
10 about the previous section, where we talked about the
11 loop coordination.

12 On this particular section, I believe we
13 pretty much reached agreement on the language in the
14 10.2.5.3, which was based on suggestions by WorldCom
15 and AT&T in previous discussions. There was a
16 suggestion, I believe by AT&T, or a comment about the
17 setting of the triggers and testimony that was in Mr.
18 Wilson's filings in the states about number
19 portability, asking that we set the trigger by 11:59
20 p.m. of the business day preceding the port.

21 And so we have gone back and looked at that
22 section. We have included commitment to set the
23 10-digit unconditional trigger on numbers by 11:59
24 p.m. local time the business day preceding the
25 scheduled port date. I will note in here that we do

02499

1 include the fact that we're not able to set a
2 10-digit trigger for DID services in the 1As, the
3 Ericson switch, it's an AXE10, and then also for the
4 DMS10 switches. And so for those, we do have to do
5 managed cuts, which is to be notified when they need
6 us to remove translations in the switch.

7 So I think we've addressed part of what Mr.
8 Wilson had in his testimony. Now, the last part of
9 this, I believe that AT&T had asked that we hold the
10 disconnects until the day after the due date. And
11 what I've stated here is that our standard time to
12 run the disconnects is at 8:00 p.m. of the due date,
13 and then -- unless the CLEC requests a specific
14 disconnect frame due time, which they can request one
15 up to 11:59 p.m. on the due date. But we don't have
16 the ability to hold that disconnect until the
17 following day.

18 JUDGE RENDAHL: Just a point of
19 clarification. This paragraph that's highlighted on
20 Exhibit 493, 10.2.2.4.3, is a new section. Is that a
21 new section that Qwest is proposing, or is the
22 numbering incorrect?

23 MR. CATTANACH: We were waiting for Mr.
24 Kopta on this one. He failed. You're right, Judge.
25 It was a test.

02500

1 JUDGE RENDAHL: I'm awake, I'm awake.
2 MS. BUMGARNER: Oh, yeah.
3 JUDGE RENDAHL: So that should be
4 10.2.5.3.1 or --
5 MR. REYNOLDS: Yes.
6 MS. BUMGARNER: Yes, it should.
7 MR. WILSON: I had it.
8 MR. CATTANACH: I knew Mr. Wilson had it.
9 I was just --
10 JUDGE RENDAHL: So 10.2.5.3.1. Okay. Any
11 comments by the parties about the substance of what's
12 in this?
13 MR. WILSON: Yes. Let's start with the
14 brand new paragraph first, which should be labeled
15 10.2.5.3.1. And the first part of the sentence is
16 fine, but then the last sentence, I would suggest the
17 following changes. Replace the "8:00" with "11:59,"
18 and after the words "of the," which is right after
19 the 8:00 p.m., which is now 11:59 p.m., after the
20 words "of the," add the words "day after the," and
21 then delete the last clause.
22 So let me then try to read the last
23 sentence with my changes. It would read, "The
24 10-digit unconditional trigger and switch
25 translations associated with the end user's customer

02501

1 telephone number will not be removed until 11:59 p.m.
2 of the day after the due date, period." That would
3 essentially make this paragraph what I had proposed
4 and what AT&T feels is -- it gives more buffer for
5 the CLEC in its provisioning and porting process to
6 assure that or to -- one of the ways to assure that
7 the customer will be minimally impacted by porting
8 and transition.

9 JUDGE RENDAHL: Ms. Bumgarner.

10 MS. BUMGARNER: We would disagree with
11 changing that last part of that section, and this
12 goes back to our discussions in the previous
13 workshop. It really is not standard. We haven't
14 found that anyone else in the industry holds those.
15 It does have concerns around completions for billing,
16 making sure that the orders are completed out on the
17 due date for the billing cycles, and also the
18 completions to do the updating for 911.

19 And these are tied together between the
20 order processes, the operational support systems, and
21 the switches and then our service order flow. So
22 we're not able to do that, and we have gone to the
23 industry. In fact, following the meeting where this
24 first came up in multi-state, we had gone to the
25 North American Numbering Council's LNPA working

02502

1 group, the local number portability working group to
2 ask about this, and found that everyone is really
3 operating in the same manner. There are no
4 off-the-shelf mechanized systems out there today to
5 be able to do testing to look and see if the NPAC has
6 been activated.

7 The issue that sometimes the NPAC shows
8 that it's activated, and we still get calls the day
9 after telling us to take the customer back. So we
10 really have not found that there's a mechanized way
11 to deal with this. It really has to be a matter of
12 close coordination between both Qwest and the CLEC
13 about the porting, and we need to be able to process
14 that disconnect on the due date. So we are at
15 impasse. We've talked through these issues before.

16 MR. WILSON: Well --

17 JUDGE RENDAHL: Mr. Wilson.

18 MR. WILSON: Ms. Bumgarner seems to be a
19 bit confused. She should have stated the last few
20 sentences there on the previous issue. There is no
21 technical feasibility problem with what I'm
22 suggesting here at all. The issue about an automated
23 check to see if the new loop is in place should have
24 been addressed in the previous sentence that I added
25 before the break.

02503

1 This language that I'm suggesting here is
2 simply to hold the translations up longer, and there
3 is no technical feasibility problem here, there is no
4 911 problem. 911 is unlocked to the CLEC, it can
5 stay unlocked for weeks. The CLEC can come in and
6 change the unlocked 911 information whenever. That's
7 not an issue.

8 And the only issue that I can see is the
9 question of one day's worth of billing, and if we're
10 saying that it's more important for Qwest to get
11 every ounce of billing out of this and disconnect
12 customers occasionally, then I guess that's their
13 position. So that's, I think, all we need to say.

14 MS. BUMGARNER: Well, I mean, I will
15 respond to that. You really are talking about an
16 issue where the NENA organization, the National
17 Emergency Number Association, they are concerned
18 about late inputs or late updates on 911. I think
19 they've been working in those industry groups to make
20 sure that the 911 updates are done as quickly as
21 possible. They're very concerned about any delays on
22 those.

23 Whether you believe that it's no big deal
24 or not, I think the NENA organization and I think the
25 industry organizations dealing with these are

02504

1 concerned about the 911 updates.

2 As far as the technical feasibility, it is
3 a problem for us. The switch translations and the
4 flow of these orders are all handled off of the same
5 service order, so we have not come up with a way to
6 be able to separate different times between the order
7 and when these due dates are. We haven't found that
8 any other carrier is doing that. And I think we had
9 talked, at the previous workshop, we're really
10 talking about a very small percentage of orders where
11 we have problems. We're also talking about, for
12 those small number of orders where there's problems
13 on them, that we really are with two CLECs that seem
14 to have a problem in coordinating with Qwest to let
15 us know when they need to have a delay. So I'll just
16 leave it there.

17 MS. FRIESEN: Could I ask, Margaret, do you
18 have a cite to any documents from either NENA or the
19 LNP working group that support your statements in
20 regard to 911?

21 MS. BUMGARNER: I don't have the 911. I
22 talked with our people who attend that LNPA working
23 group, and what they tell me is that the NENA
24 organization is concerned about this. There might be
25 something in their minutes from that meeting. The

02505

1 meeting minutes for the LNPA are on that Web site,
2 and I think also NENA posts it, too.

3 MS. FRIESEN: Do you have a particular
4 meeting date that you're referring to?

5 MS. BUMGARNER: No. They meet frequently.
6 This is based on my discussions with the people who
7 represent us there. Actually, in some of the early
8 sessions of LNPA that were under the North American
9 Numbering Council, I actually attend the NANC, and
10 they were reporting out there, and NENA was
11 expressing their concerns about 911.

12 MS. FRIESEN: I'll, in our brief, address
13 this issue with our folks that attend those meetings,
14 as well, to either confirm or rebut what she's just
15 said in regard to the hearsay she's offered as
16 evidence.

17 JUDGE RENDAHL: Mr. Wilson.

18 MR. WILSON: It's a red herring. I mean,
19 this is silly. It may be true that there's concern
20 about 911, but it has nothing to do with this
21 provision. And it has -- Qwest has no control over
22 when the CLEC updates 911. This is ridiculous. I
23 mean --

24 JUDGE RENDAHL: Well, I think the parties
25 can make their arguments in the brief. I mean, I

02506

1 think the workshop here is to -- if we can't reach
2 agreement, we're at impasse. That clearly means you
3 make your arguments in brief, and so let's move on.

4 MS. BUMGARNER: I think the next one that's
5 listed, the 11-6, is the same section, and we've
6 basically just talked about the fact that we've taken
7 a look at trying to do some kind of a query or a test
8 and the fact that we've not found a way to do that
9 currently. So this particular issue would also be at
10 impasse.

11 MS. HOLIFIELD: I'm sorry, Margaret, which
12 one are you on?

13 MS. BUMGARNER: 11-6. It's talking about
14 the same section.

15 MS. HOLIFIELD: Right.

16 MS. BUMGARNER: The next one, 11-7, this is
17 Section 10.2.5.4.4.

18 JUDGE RENDAHL: There was apparently a
19 modification to that, and that was in Exhibit 297.
20 And I think the -- as we understood it, the sole
21 issue was on that last sentence. So have the parties
22 been able to make any further movement on that last
23 sentence?

24 MS. BUMGARNER: Actually, when we talked
25 about this in Oregon, this was language that we had

02507

1 agreed to put in. It was based on the agreement with
2 AT&T. And then, I think when we were in Oregon, and
3 Dom, help me, I think we both read this and it was
4 confusing in the last sentence, and I thought that
5 AT&T was going to take a look at it and see whether
6 or not they wanted to put something else in there,
7 but we had agreed to delete that sentence, because it
8 was confusing, and I think AT&T was going to think
9 about whether they wanted to propose something
10 different.

11 JUDGE RENDAHL: I've just received a
12 handout, which will be marked as Exhibit 494, which
13 is a revision to Section 10.2.5.4.4. And as you
14 know, Ms. Bumgarner, it deletes that last sentence.
15 Response from AT&T, WorldCom, or other parties?

16 MS. FRIESEN: Dom, are you on the phone?

17 MR. SEKICH: Yes, I am. Just to be clear,
18 the deletion appears in the first sentence?

19 MS. BUMGARNER: The last.

20 JUDGE RENDAHL: Well, there is a deletion
21 in the first sentence, but that doesn't appear to be
22 a change from before. It's the deletion of the last
23 sentence.

24 MS. BUMGARNER: Dom, we had agreed to
25 delete the part that was the multiplied by number of

02508

1 Qwest personnel.

2 MR. SEKICH: Right.

3 MS. BUMGARNER: And I believe that this one
4 should have been --

5 MR. SEKICH: That is correct.

6 MS. BUMGARNER: And then the last sentence,
7 which talked about a charge being replaced by some
8 service performance plan, we had discussion, I
9 believe it was Oregon, and this was confusing. No
10 one was exactly sure what was meant by that. And I
11 think we were going to delete this, because it was
12 confusing and didn't seem to add anything to this,
13 and you were going to go back and re-look, I thought,
14 at the agreement and see if there was something
15 different you wanted to put in here.

16 JUDGE RENDAHL: So is there any proposal to
17 add something back in?

18 MS. FRIESEN: Mr. Sekich, do we have a
19 proposal?

20 MR. SEKICH: Yes, I apologize, I'm having a
21 hard time. I hear usually clipped sentences. AT&T's
22 position here is that I think it's adequate to delete
23 the last sentence of this paragraph, as Ms. Bumgarner
24 suggests. AT&T does not have a proposal to
25 substitute for that sentence.

02509

1 MS. BUMGARNER: So you'd be okay with
2 letting it stand the way it is? I mean, with this
3 deletion?

4 MR. SEKICH: Yes.

5 JUDGE RENDAHL: Okay. So is there
6 agreement on this language as it exists in Exhibit
7 494?

8 MS. FRIESEN: I believe that there is. Mr.
9 Sekich, can you confirm for us that we agree to the
10 new Qwest Exhibit 494, which has merely deleted the
11 last sentence?

12 MR. SEKICH: You know, and I apologize.
13 It's a little awkward, but as I understand it, the
14 changes that are shown in that exhibit are acceptable
15 to AT&T.

16 MS. FRIESEN: Thank you.

17 JUDGE RENDAHL: Thank you. We'll note it
18 as agreement and we'll move on.

19 MS. BUMGARNER: The next section, 11-8,
20 this is regarding Section 10.2.5.4.1. I do have a
21 handout for this. Dom, it should have been included
22 in the multi-state.

23 JUDGE RENDAHL: This will be marked as
24 Exhibit 495. It will be Revised SGAT Section
25 10.2.5.4.1. Actually --

02510

1 MR. SEKICH: This is Dominick Sekich. To
2 maybe abbreviate some of our discussion, the changes
3 to this paragraph are acceptable to AT&T.

4 JUDGE RENDAHL: Okay. Just to restate, I
5 think 494 are the revisions to 10.2.5.4.4, and 495
6 would be 10.2.5.4.1.

7 MR. SEKICH: Yes, that's correct. Both
8 provisions are acceptable to AT&T, as changed.

9 MS. FRIESEN: Dom, one second. Margaret,
10 did you say this is the same as in the multi-state?

11 MR. MENEZES: There's some differences.

12 MS. BUMGARNER: Oh, I'm sorry. I thought
13 it was. Do you have the multi-state?

14 MR. SEKICH: Obviously, if they are not the
15 same, I don't think we can -- I can speak to whether
16 that's acceptable to AT&T or not.

17 MS. BUMGARNER: Let me take a look at it,
18 Dom. Okay. Dom, I thought I had included --
19 apparently I missed it. What we've done on
20 10.2.5.4.1, this was a discussion about the FOC,
21 about the FOC intervals, and I thought it was a
22 discussion with WorldCom in Oregon, and we struck the
23 sentence that says "because of this up-front
24 coordination and FDT negotiation efforts, the FOC
25 interval will begin upon completion of negotiations

02511

1 between Qwest and CLEC for the FDT."

2 MR. SEKICH: My understanding is that
3 you've now stricken that language?

4 JUDGE RENDAHL: Yes.

5 MS. BUMGARNER: Yes.

6 MR. SEKICH: What it does is suggests to me
7 the question of whether or not -- or rather when the
8 FOC interval begins.

9 MS. BUMGARNER: It's my understanding, and
10 based on that conversation that we had in Oregon and
11 in checking with our folks, the FOC interval still
12 stands, as far as like when the order is received and
13 the size of the order would determine the FOC, but
14 that if you call -- if it's marked for a managed cut,
15 that we still have a requirement to respond with the
16 FOC within the standard FOC time frames.

17 At least that was the understanding we had,
18 and I think that's what lead to the discussion in
19 Oregon about this part of the section not making
20 sense if we don't change our FOC commitment based on
21 negotiating the managed cut.

22 MR. SEKICH: So as I understand it, you're
23 representing that the FOC intervals would be
24 standard. In other words, the fact that there may or
25 may not be negotiations for this managed cut would

02512

1 not affect the FOC interval which would be triggered
2 by the preparation or the submittal of an LSR?

3 MS. BUMGARNER: Yes, that's my
4 understanding in talking with the people that deal
5 with the FOC, that this would not change the FOC
6 interval, the fact that it's for a managed cut.

7 MR. SEKICH: Yes, and I'm not sure I
8 understand the answer to that question, and perhaps I
9 could maybe ask it a different way. Under a managed
10 cut, the FOC interval will begin with the filing of
11 the LSR; is that correct?

12 MS. BUMGARNER: That's my understanding,
13 and it would be when the -- the same time frames,
14 when the LSR is received. The same way it's measured
15 today, that there's -- when you look at that
16 performance measure, there's no exception that would
17 exclude this. Is that a better way of stating it?

18 MR. SEKICH: Yes. And I think with that
19 clarification, it's acceptable to AT&T to delete the
20 sentences described by Ms. Bumgarner.

21 MS. HOLIFIELD: Could I ask a question,
22 Margaret?

23 JUDGE RENDAHL: Ms. Holifield, go ahead.

24 MS. HOLIFIELD: The sentence right before
25 that says, "In the event that any of these situations

02513

1 occur, Qwest will negotiate with CLEC for an agreed
2 upon FDT prior to issuing the firm order
3 confirmation." Now, is that still valid, then?

4 MS. BUMGARNER: Yes. We have to -- the
5 confirmation, we don't know what time to put on it
6 until we've been able to talk. We have to negotiate
7 that time, and that's part of the confirmation that
8 goes back.

9 MS. HOLIFIELD: So the negotiation would
10 have to take place within that two-day interval.

11 MS. BUMGARNER: Right. If we see that it's
12 marked needing a managed cut, we would need to get
13 back and negotiate that, but you can't send the FOC
14 back until you've decided what time you're going to
15 do it.

16 MS. HOLIFIELD: Okay.

17 JUDGE RENDAHL: Does that address your
18 concern?

19 MS. HOLIFIELD: Yes, it does. Thank you.

20 JUDGE RENDAHL: Okay. So with Mr. Sekich's
21 assent, are there any other comments? Does WorldCom
22 have any thoughts on this?

23 MS. HOPFENBECK: Well, this may have been
24 introduced in the multi-state, but this is my issues
25 that have been raised in Oregon and Washington, and

02514

1 our multi-state person is just monitoring them. This
2 is the first time I've seen this. So I'm wondering
3 if I can think this through until tomorrow and tell
4 you whether it's impasse or not.

5 But I have one other thing. You did have a
6 takeback, a request from ours on this provision, to
7 substitute the word "coordinated" for "negotiated" on
8 the second line of 10.2.5.4.1. That was a joint
9 request on the part of both myself and Ms. DeCook,
10 for AT&T.

11 MS. BUMGARNER: That's fine. I apparently
12 missed that in my notes. I don't have a problem with
13 that.

14 MS. HOPFENBECK: Okay.

15 JUDGE RENDAHL: Your proposal, Ms.
16 Hopfenbeck, is to substitute what for what?

17 MS. HOPFENBECK: The word "coordinated" for
18 "negotiated" in the second line of 10.2.5.4.1. So
19 the sentence would read, "The date and time for the
20 managed cut requires up-front planning and may need
21 to be coordinated between Qwest and CLEC."

22 The reason for the change is just to
23 recognize that it's not a full-blown negotiation, but
24 it's just a coordinated event.

25 MS. BUMGARNER: There's another that says

02515

1 negotiate.

2 MS. HOPFENBECK: Right.

3 JUDGE RENDAHL: Do we need to change all
4 references to negotiate in this paragraph to
5 coordinate?

6 MS. HOPFENBECK: Yes.

7 JUDGE RENDAHL: I'm just trying to make
8 sure that --

9 MS. HOPFENBECK: That would be our
10 preference.

11 JUDGE RENDAHL: Is that acceptable to
12 Qwest?

13 MS. BUMGARNER: Yes.

14 JUDGE RENDAHL: So where it says, "Qwest
15 will negotiate with CLEC for an agreed upon FDT,"
16 that's okay to insert "coordinate?"

17 MS. BUMGARNER: Does it still make -- does
18 it still make sense in the very last sentence?

19 JUDGE RENDAHL: So in special cases where
20 an FDT must be coordinated, this interval to
21 coordinate the FDT -- is that acceptable? Okay.

22 MS. BUMGARNER: We'll make all those
23 changes. Everywhere it says "negotiate" we'll make
24 "coordinate."

25 JUDGE RENDAHL: And is WorldCom okay with

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1 those changes?

2 MS. HOPFENBECK: I think my problem is that
3 that last sentence doesn't make sense to me with
4 negotiate or coordinate. And this wasn't a sentence
5 that we focused on in our previous comments, but in
6 reading it, it doesn't -- the clause that's
7 concerning me is this interval to negotiate. Are you
8 talking about the period of time in which the parties
9 will work together will not exceed two days, or
10 what's intended by that last sentence, Margaret?

11 MR. REYNOLDS: What if we were to say, In
12 special cases where FDT must be agreed upon, the
13 agreement will not -- or the interval to reach
14 agreement will not exceed two days, something like
15 that?

16 MS. HOPFENBECK: If that's what's intended,
17 I think that makes -- that's a great change.

18 MS. BUMGARNER: Yes, that's really what is
19 intended here. Mark, let me make sure I captured
20 that. "In special cases where the frame due time
21 must be agreed upon, this interval will not exceed
22 two days," is that what you --

23 MR. REYNOLDS: No, "the interval to reach
24 agreement."

25 MS. BUMGARNER: Oh, "this interval to reach

02517

1 agreement."

2 MS. HOPFENBECK: Yeah.

3 JUDGE RENDAHL: So in special cases where
4 an NFDI must be agreed upon, this interval to reach
5 agreement on the FDI --

6 MR. REYNOLDS: No, I think you could just
7 say, instead of this, you could say, "the interval to
8 reach agreement will not exceed."

9 JUDGE RENDAHL: And delete "negotiate the
10 FDI?"

11 MR. REYNOLDS: Yes.

12 MS. HOPFENBECK: But then it says "will not
13 exceed two days due to a Qwest error."

14 MS. BUMGARNER: I think he deleted --

15 MS. HOPFENBECK: Due to Qwest error is
16 supposed to qualify what? And actually, now that I
17 recall, we've had this discussion before that this
18 due to Qwest error doesn't make very much sense.
19 We're supposed to rework this whole paragraph.

20 MS. STRAIN: It was a takeback.

21 JUDGE RENDAHL: So is it acceptable to
22 delete the words "due to a Qwest error?"

23 MR. CATTANACH: That's the only way it
24 makes sense.

25 MS. BUMGARNER: Yeah, that's the only way

02518

1 it makes sense.

2 JUDGE RENDAHL: So I assume WorldCom would
3 have no objection to deleting those words?

4 MS. HOPFENBECK: That's right, that's
5 right. So the only thing I want to reserve and hold
6 open until tomorrow, till I can go back and actually
7 study -- there's like five pages of transcript on
8 this -- is to look to see that the deletion of the
9 sentence that begins with "because," that's new in
10 this provision, actually accomplishes the problem
11 that was addressed.

12 MS. BUMGARNER: Right.

13 MS. HOPFENBECK: I mean, what I recall
14 pointing out is that the way you described the
15 operation of this provision, the sentence that you
16 deleted was not consistent with the way you described
17 that operation. And I just want to now go back and
18 look at the whole thing.

19 MS. BUMGARNER: And that's what I recall
20 from the discussion in Oregon.

21 JUDGE RENDAHL: Okay. Ms. Hopfenbeck, if
22 you will report back to us tomorrow morning on that.
23 Right now, I'll just record it as a partial
24 agreement. Other parties, however, are okay at this
25 point with the changes made to the paragraph?

02519

1 MS. FRIESEN: Mr. Sekich, did you hear all
2 the changes proposed to that sentence?

3 MR. SEKICH: Yes, I think so, but perhaps
4 someone could read back the revised sentence. But am
5 I correct in assuming that the principal change was
6 the deletion of the words "due to a Qwest error?"

7 JUDGE RENDAHL: This is Ann Rendahl. There
8 were some other changes. I will read my
9 understanding of the version into the record. The
10 last sentence would now read, "In special cases where
11 a FDT must be agreed upon, comma, the interval to
12 reach agreement will not exceed two days, period. In
13 addition, standard intervals will apply."

14 MR. SEKICH: Yes, I actually think that's
15 an improvement on the existing language, and AT&T
16 concurs in that change.

17 JUDGE RENDAHL: Okay. Any other comments
18 at this point? All right. We'll record it as a
19 partial agreement and wait to hear back from Ms.
20 Hopfenbeck in the morning, and let's move on. I
21 think that that actually addresses Issue 11-9, as
22 well.

23 MS. BUMGARNER: Yes, it does.

24 JUDGE RENDAHL: Oh, I'm sorry, it refers to
25 a different section, 11-9, so strike that.

02520

1 MS. BUMGARNER: Except I --
2 JUDGE RENDAHL: Well, let's go to that
3 issue, and then we'll talk about it. It's Section
4 10.2.5.4.5.
5 MS. BUMGARNER: Yeah, see, I don't think
6 that phrase is in this section.
7 MS. HOLIFIELD: Yes, it is.
8 MS. BUMGARNER: Is it? Where is it?
9 MS. STRAIN: It's like the tenth line down.
10 MS. BUMGARNER: Oh, I see. If the cut is
11 cancelled or a new due date is requested by Qwest due
12 to a Qwest error.
13 MS. HOPFENBECK: You know, it's
14 interesting, Margaret. I'll tell you, I don't see
15 what the concern was here, because when I go back to
16 the transcript of what I was talking about, my
17 concern was that when there was a problem due to
18 Qwest error, the CLECs were being charged, but this
19 statement says when the cut is cancelled or a new
20 date is requested due to a Qwest error, then Qwest
21 pays the CLECs.
22 MS. BUMGARNER: Right.
23 MS. HOPFENBECK: Not -- so --
24 MS. BUMGARNER: I thought --
25 MS. HOPFENBECK: I think this is fine.

02521

1 MS. BUMGARNER: Yeah, I thought this one
2 was fine. I thought the discussion about the Qwest
3 errors is in the section that we just finished
4 talking about. I thought this part was okay. In
5 fact, this was part of the AT&T agreement that had
6 been added in to the SGAT.

7 JUDGE RENDAHL: So there is no issue on
8 this section and we are in agreement?

9 MS. HOLIFIELD: Would it read better to
10 say, "If a cut is cancelled due to a Qwest error or a
11 new date is requested by Qwest?" I mean, it really
12 doesn't make sense this way, but I think that's what
13 you're trying to get at. Because of something Qwest
14 does, whether it's an error or they request it, there
15 shouldn't be billing to the CLEC.

16 MS. BUMGARNER: So you're just rephrasing
17 the sentence to say --

18 MS. HOLIFIELD: I would just move the last
19 sentence, due to Qwest error, right up behind
20 cancelled due to a Qwest error or a new date is
21 requested by Qwest; right?

22 MR. SEKICH: This is Dominick Sekich. I
23 have a suggestion for Qwest to consider. Whether
24 they would object to eliminating the words "due to a
25 Qwest error?"

02522

1 MR. WILSON: We're not sure that's what you
2 want here. Yeah, it's -- the CLEC might have to
3 cancel because of the Qwest error, also.

4 MS. BUMGARNER: What Marianne Holifield
5 suggested, Dom, I don't know if you heard her
6 suggestion, which was sort of to rephrase this
7 sentence, move that phrase that says "due to a Qwest
8 error," to move that up to follow after the word
9 "cancelled." "If the cut is cancelled due to a Qwest
10 error or a new due date is requested by Qwest," and
11 then the rest of the sentence would remain the same.

12 MR. SEKICH: I think that would be
13 acceptable to AT&T.

14 MS. BUMGARNER: Okay. We can make that
15 change.

16 JUDGE RENDAHL: Okay. So with that change,
17 there's agreement on Section 10.2.5.4.5?

18 MR. WILSON: Yes.

19 JUDGE RENDAHL: Okay. Let's move on.

20 MS. HOPFENBECK: Just to make the record
21 clear, this change that Ms. Holifield suggested does
22 address the issue that I raised in the Washington
23 workshop, so --

24 JUDGE RENDAHL: Thank you for that
25 clarification.

02523

1 MS. HOPFENBECK: Sorry.
2 MS. BUMGARNER: Paula is vindicated.
3 JUDGE RENDAHL: Okay. Next issue.
4 MR. REYNOLDS: I don't think she was ever
5 feeling bad.
6 JUDGE RENDAHL: Issue 11-10.
7 MS. BUMGARNER: Okay.
8 JUDGE RENDAHL: I think this was a Qwest
9 takeback on Section 10.2.6.3, and cross-referencing
10 Exhibit 298.
11 MS. BUMGARNER: I thought that we had
12 reached agreement on this section in Oregon, the
13 10.2.6.3, so I don't have any new change to this
14 particular section. I thought we had reached
15 agreement on it.
16 MS. FRIESEN: Ms. Bumgarner, may I --
17 MR. SEKICH: Margaret, this is Dominick.
18 The language you provided in the multi-state several
19 weeks ago is acceptable to AT&T, so that if there's a
20 way we can confirm that, in fact, this is the
21 language Qwest has agreed to for Washington, AT&T, I
22 guess, would not have objection to it.
23 JUDGE RENDAHL: This is Judge Rendahl. I
24 have the Exhibit 298, that at least we're referring
25 to in our issues log, and I can read that language to

02524

1 you and see if that matches the multi-state language.
2 "Qwest will work cooperatively with CLEC to isolate
3 and resolve trouble reports, period. When the
4 trouble condition has been isolated and found to be
5 within a portion of the Qwest network, Qwest will
6 perform standard tests and isolate and repair the
7 trouble within 24 hours of receipt of the report."

8 MR. SEKICH: Yes, and that's consistent
9 with language I have in front of me, and would be
10 acceptable to AT&T.

11 JUDGE RENDAHL: Okay. So it appears
12 there's agreement on that language, then.

13 MS. BUMGARNER: Yes, I think we had reached
14 agreement on that.

15 JUDGE RENDAHL: Okay. Well, then, we will
16 record it as agreement and we can move on.

17 MS. BUMGARNER: Next is 11-11, and this
18 didn't refer to a section. It was an AT&T comment or
19 proposal about the port being held open for 24 hours
20 after the 10-digit trigger is set, and that really
21 relates to the discussions that we had and is at
22 impasse. I'm struggling here to figure out which
23 section it's associated with.

24 JUDGE RENDAHL: The reference in the issues
25 log is to page 16, paragraph 29, item two of Exhibit

02525

1 381. That is Mr. Wilson's testimony on LNP, and he
2 proposed a modification to Section 10.2.14. So just
3 for the record, that's what the clarification -- I
4 mean, that's what the proposed modification is. And
5 do I understand that you are at impasse on this
6 issue?

7 MS. BUMGARNER: Yes, we are. That was Mr.
8 Wilson's numbering that he had used in his testimony,
9 but as far as what we have in the SGAT, it's really
10 associated with the section that we talked about
11 earlier. I believe it's --

12 MR. REYNOLDS: 10.2.5.3.1.

13 MS. BUMGARNER: Yes, 10.2.5.3.1.

14 MR. WILSON: So you could probably plug
15 that paragraph number into that issue.

16 MS. STRAIN: Yeah, I can change the log to
17 reflect that as one discussion. That's no problem.

18 JUDGE RENDAHL: So that refers back to
19 10.2.5.3.1, and there is an impasse?

20 MS. BUMGARNER: Yes.

21 JUDGE RENDAHL: Okay. Then let's -- does
22 the same apply to the next issue?

23 MS. BUMGARNER: Yes, it does.

24 JUDGE RENDAHL: It's the same section,
25 10.2.5.3.1.

02526

1 MS. BUMGARNER: Yes, I believe that would
2 be the same section.

3 JUDGE RENDAHL: There were seven
4 subparagraphs in your testimony, Mr. Wilson, and all
5 underneath -- you were proposing a new section,
6 10.2.14. So would you agree that this issue listed
7 as Washington 11-12 is also related to 10.2.5.3.1?

8 MR. WILSON: Yes, you can put that tag on
9 it. I think we touched on it in another paragraph,
10 as well, but that one will do.

11 MS. STRAIN: I think we touched on the
12 concurrence issue in -- I can't find the exhibit.

13 MR. WILSON: Part of it -- well, part of it
14 is 10.2.2.4.1.

15 MS. STRAIN: Yes.

16 MR. WILSON: Part is 10.2.2.4, the superior
17 paragraph.

18 MS. STRAIN: I think with respect to the
19 concurrence issues. So would you describe that
20 you're still at impasse, Mr. Wilson, on that?

21 MR. WILSON: Yes.

22 JUDGE RENDAHL: Okay.

23 MS. BUMGARNER: Next issue, which is the
24 11-13, this was an AT&T proposal about the
25 pre-setting of the unconditional triggers and setting

02527

1 of the day prior to the port, and we have addressed
2 that in the section that I added to -- well, it's
3 actually the same section, that 10.2.5.3.1, and I
4 believe Mr. Wilson said that he was okay with the
5 first sentence that we proposed in this -- or the
6 first part of this section. It's really the last
7 sentence that we're at impasse.

8 MR. WILSON: That's correct.

9 JUDGE RENDAHL: So this issue listed as
10 Washington 11-13, the first sentence of 10.2.5.3.1
11 would resolve that issue?

12 MR. WILSON: Well, no, it's the whole
13 issue. I mean, the whole paragraph. And so it's
14 essentially at impasse.

15 JUDGE RENDAHL: Okay. So --

16 MR. WILSON: The first sentence is okay.

17 JUDGE RENDAHL: Is okay, but the remainder
18 is not?

19 MR. WILSON: Right.

20 JUDGE RENDAHL: So therefore, you're at
21 impasse.

22 MR. WILSON: Right.

23 MS. BUMGARNER: Yes.

24 JUDGE RENDAHL: Okay. I get it now. And
25 the last issue, 11-14.

02528

1 MS. BUMGARNER: 11-14, this was the
2 discussions around some confusion on language about
3 AT&T. I think it said something about setting
4 triggers on all numbers, and we had discussions about
5 this, I believe it was in Oregon, and clarification
6 around it was that Qwest sets triggers for all the
7 orders that it receives on the customers, and I think
8 -- is that addressed in that same section? Yes, I
9 think that's in the phrasing of that sentence that we
10 would set the 10-digit unconditional trigger for
11 numbers to be ported unless technically unfeasible,
12 indicating all of the numbers that are going to be
13 ported by 11:59 p.m.

14 MR. WILSON: Yes, okay. I think we had
15 agreed that Qwest will take care of -- that they will
16 accommodate AT&T's desire to be able to put triggers
17 on all orders, except where technically infeasible.

18 MS. BUMGARNER: Right. So that's addressed
19 in that same section.

20 JUDGE RENDAHL: 10.2.5.3.1. So there's
21 agreement on that, even though you're at impasse on
22 the section?

23 MR. WILSON: Yes, I believe.

24 JUDGE RENDAHL: Agreement on the issue.

25 MR. WILSON: Yes, 11-14 should be -- could

02529

1 be closed, I believe.

2 JUDGE RENDAHL: Okay. So there's agreement
3 on the issue, but not on the SGAT section.

4 MR. WILSON: Not on the whole section, no.

5 JUDGE RENDAHL: Are there any other number
6 portability issues that we need to address that
7 aren't on the issues log? Mr. Wilson.

8 MR. WILSON: I have one additional issue.
9 This had to do with problems and the interaction of
10 new switch features with number porting or numbers
11 that have been port, and I have a proposed paragraph
12 to add to the maintenance and repair section. It
13 could be paragraph 10.2.6.4. That would follow in
14 sequence.

15 MS. BUMGARNER: Do you have copies?

16 MR. WILSON: No, it's not that long. It
17 reads as follows: "Qwest will proactively test new
18 switch features and service offerings to ensure that
19 there are no problems associated with either the
20 porting of numbers or calls from Qwest customers to
21 CLEC customers with ported numbers or vice versa."

22 JUDGE RENDAHL: Okay. Off the record while
23 we make sure we have this language correct.

24 (Discussion off the record.)

25 JUDGE RENDAHL: Let's be back on the

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1 record. Ms. Bumgarner, do you have a response to Mr.
2 Wilson's proposal?

3 MS. BUMGARNER: Yes. Qwest agrees we will
4 add that section.

5 JUDGE RENDAHL: Great. Okay. And then
6 there was a clarification off the record. Mr.
7 Cattanach had a question for Mr. Wilson about Issue
8 11-13, and whether, in fact, we had actually reached
9 agreement on the issue, but not the section, as
10 opposed to being at impasse. Can you clarify that,
11 Mr. Wilson?

12 MR. WILSON: Well, I believe that he is
13 correct. I think that the impasse issue that we were
14 looking at is actually captured in Washington 11-11,
15 and I believe that it is captured there.

16 MR. CATTANACH: That's what I thought.

17 JUDGE RENDAHL: So that we can characterize
18 11-13 as agreement on the issue?

19 MR. WILSON: Yes, 11-13 actually looks the
20 same as 11-14.

21 MR. CATTANACH: Yeah.

22 MS. BUMGARNER: It is.

23 MR. WILSON: In review of it.

24 JUDGE RENDAHL: Okay.

25 MR. WILSON: And we closed 14, so we can

02531

1 close 13.

2 MR. CATTANACH: Right. We're still open on
3 11, so --

4 MR. WILSON: That will do.

5 JUDGE RENDAHL: Then Staff had a question,
6 actually. Paula.

7 MS. STRAIN: Actually, on Issue 11-12, in
8 looking at Exhibit 488, where the 10.2.2.4 sections
9 are, it looks to me like the actual section that
10 addressed this was 10.2.2.4.2, which talks about a
11 port create subscription or port concurrence message
12 to the NPAC. And I guess I'm still wondering if
13 that's impasse or if --

14 MR. WILSON: Which paragraph?

15 MS. STRAIN: I'm looking at Exhibit 488,
16 the very last paragraph on that page, which is
17 highlighted, which talks about parties shall transmit
18 a port create subscription.

19 MS. BUMGARNER: I think -- I think we were
20 in agreement on this one, Ken. This is actually the
21 concurrence to the NPAC, sending the create and
22 concurrence messages to the Number Portability
23 Administration Center.

24 MS. STRAIN: Right. My question is,
25 doesn't that -- if you agree on that paragraph,

02532

1 doesn't that close Issue 11-12 on the issues log?
2 MS. BUMGARNER: I'm sorry, I wasn't with
3 you there. Okay.
4 MR. WILSON: I think so.
5 JUDGE RENDAHL: You would agree, Mr.
6 Wilson?
7 MR. WILSON: I believe it does.
8 MS. BUMGARNER: Okay.
9 JUDGE RENDAHL: And so the SGAT reference
10 would be 10.2.2.4.2 for that issue?
11 MR. WILSON: Yes.
12 JUDGE RENDAHL: Okay, thank you. Are there
13 any other issues on number portability that we need
14 to address in this follow-up workshop? Hearing
15 nothing, let's be off the record.
16 (Recess taken.)
17 JUDGE RENDAHL: Let's be on the record.
18 After our second afternoon break, we're back to
19 continue our follow-up discussions on Checklist Item
20 Number One, interconnection issues, and Mr. Freeberg,
21 you're on again.
22 MR. FREEBERG: Okay.
23 JUDGE RENDAHL: Where did we end off?
24 MR. FREEBERG: I would go to page six of
25 the log, and I would go to the row that has 7.2.2.6.1

02533

1 on it.

2 JUDGE RENDAHL: Page five or six?

3 MR. FREEBERG: Page six, I believe.

4 JUDGE RENDAHL: Okay. Before we do much
5 more, would the parties have any objection to making
6 the log an exhibit number, since we are referring to
7 it within the record?

8 MR. CATTANACH: Makes sense.

9 JUDGE RENDAHL: Okay. I'm going to give it
10 -- I know it seems awfully out of order, but it's
11 really a general document. I'm going to give it
12 Exhibit 280, and we'll call it Washington Issues Log,
13 Workshop Two.

14 MS. FRIESEN: I'm sorry, Your Honor. I
15 missed the exhibit number.

16 JUDGE RENDAHL: It will be 280, because
17 it's a general document, and I'm assuming that when
18 the SGAT versions come in, I will assign them numbers
19 up above here, so -- okay. With that, we're looking
20 at page five of the workshop; correct?

21 MR. KOPTA: Six.

22 MR. FREEBERG: Page six.

23 JUDGE RENDAHL: Six, I'm sorry. I seem to
24 be stuck on page five. Page six of the issues log.

25 MR. FREEBERG: And that SGAT Section

02534

1 7.2.2.6.1, this is a section of the SGAT that I
2 believe in other jurisdictions we've settled and
3 resolved. That is, there's, I think, no dispute over
4 the section, so I would hope we could label it that
5 way here.

6 We do have a couple of related matters, and
7 in the issues log, the matter comes up there in the
8 final sentence where the description is where Qwest
9 -- where the Qwest switch does not have the ability
10 to do SS7 signaling, can the CLEC establish
11 multi-frequency interconnection trunks.

12 And that, if you flip back two pages in the
13 log, to 7.2.2.9.5, it is referenced again. And in
14 fact, within the SGAT, at 7.2.2.9.5, it begins by
15 saying, "The parties will provide common channel
16 signaling to one another in conjunction with all
17 trunk circuits, except as provided below."

18 So I think 7.2.2.9.5 is certainly the right
19 place to kind of address new language in the SGAT,
20 not at 7.2.2.6.1. So can we show 7.2.2.6.1 as
21 settled, realizing we have more to talk about there?

22 JUDGE RENDAHL: I think that's really more
23 addressed to AT&T and WorldCom.

24 MR. WILSON: Well, my question is this
25 section, 7.2.2.6, is for switching options, and we

02535

1 have an SS7 option and then there's clear channel
2 capability, and I was going to propose a third
3 option, which is MF signaling, as a 7.2.2.6.3.

4 MS. FRIESEN: And for clarification, I'm
5 having passed out right now AT&T's proposed language
6 for 7.2.2.6.3.

7 JUDGE RENDAHL: Okay. Just so I
8 understand, I think I may have missed that, Mr.
9 Wilson, you're saying that the issue on the log
10 listed as 7.2.2.6.1 is really more appropriately an
11 issue for 7.2.2.6.3?

12 MR. WILSON: Well, I created a new
13 paragraph to address it specifically, so we could
14 sign off on the 7.2.2.6.1 as agreed, and I don't
15 think there's really a remaining issue on 7.2.2.6.2,
16 then I was going to propose a new 7.2.2.6.3
17 paragraph, and that probably would be the one on the
18 issues log.

19 It also does come about -- the same issue
20 does come up, as Mr. Freeberg stated, in 7.2.2.9.5.
21 And I think I have made some suggestions for language
22 there in past -- in other jurisdictions. I also
23 think it's probably appropriate to include this as a
24 switching option, because that's really what it is.

25 JUDGE RENDAHL: Okay. Just because I'm

02536

1 getting confused here, it may be just the end of the
2 day, parties are in agreement on 7.2.2.6.1; is that
3 correct?

4 MS. FRIESEN: The issue in the issues log,
5 7.2.2.6.1, is resolved by our proposal in 7.2.2.6.3.
6 So just so we're --

7 JUDGE RENDAHL: Okay. And you are not
8 objecting to Qwest's suggestion to move the second
9 sentence on the issues log to 7.2.2.9.5 to be
10 discussed later?

11 MR. WILSON: No, I think it -- we also want
12 to discuss it in the context of 7.2.2.6, switching
13 options.

14 JUDGE RENDAHL: Therefore, the new section.

15 MR. WILSON: Yes.

16 JUDGE RENDAHL: Okay.

17 MR. FREEBERG: Happy to discuss 7.2.2.6.3.

18 JUDGE RENDAHL: Let's go there.

19 MR. FREEBERG: Now.

20 JUDGE RENDAHL: Let's do that.

21 MS. FRIESEN: Can we get that marked as
22 Exhibit 496, I think, is where we are.

23 JUDGE RENDAHL: You're probably right.

24 Yes, 496. And this will be Proposed SGAT Language
25 Section 7.2.2.6.3. Okay. Thank you.

02537

1 MR. FREEBERG: Okay. Looking at AT&T's
2 proposed language for 7.2.2.6.3, the first part of
3 the proposed language, I think, is fine, and in fact,
4 I think it is highly congruent with the new proposed
5 language at 7.2.2.9.5 that we haven't discussed yet,
6 so my point simply being that there's agreement on
7 the first half of 7.2.2.6.3.

8 JUDGE RENDAHL: Which half?

9 MR. FREEBERG: Well, the part that comes
10 ahead of the word "or."

11 JUDGE RENDAHL: Okay.

12 MR. FREEBERG: And I think we need to talk
13 just a little bit about the part that follows the
14 word "or." It says "or if the Qwest central office
15 switch does not have SS7 diverse routing." And Mr.
16 Wilson and I have discussed this one offline, and I'm
17 going to try to describe the situation just a little
18 bit to be sure I understand it and that other parties
19 do, and then we'll talk about how we come out on it.

20 The concern that AT&T has described before
21 is that Qwest's switch might be located in a fairly
22 remote locale, where that switch doesn't have the
23 level of diversity in the signaling network that a
24 CLEC might be comfortable with. I say it that way
25 because diversity, to me, is in the eye of the

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1 beholder.

2 I think it would be a very unusual
3 situation for a Qwest switch to have only one link,
4 that it would be much, much more common for a switch
5 to have two links, admitting that both links might
6 not be very diverse. They might be in the same
7 digital carrier system, in the same cable sheath for
8 some distance, that kind of thing, so my point being
9 that it could be true that when an individual end
10 office is considered, a party says, Yeah, there's
11 some diversity there, but not enough for me.

12 And so I think what AT&T has proposed here
13 is if a party judged an individual circumstance to be
14 vulnerable, okay, that they stand the possibility
15 that the Qwest switch and the CLEC switch, which are
16 normally exchanging calls very transparently to
17 retail end users of both companies, that if there
18 were a failure on the signaling network, that AT&T's
19 customers might be left stranded, that Qwest might
20 continue to be processing intraoffice calling, but
21 couldn't send interoffice calls to Qwest's -- or to,
22 excuse me, AT&T's switch, and so AT&T's proposed
23 customer might be concerned about being left stranded
24 in the event of a failure on the signaling network.

25 And so AT&T's proposal is, in order to head

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1 off that circumstance, what if we established
2 multi-frequency trunking between the two switches so
3 that it could somehow be used during the period of
4 time of the signaling failure, so that interoffice
5 calls could flow between the two carriers' switches
6 while the signaling network was being repaired.

7 Now, if I've got that right, and I see some
8 heads nodding, the look at that, from our standpoint,
9 is that, again, we see that as a fairly unusual
10 situation. I won't say that, you know, it will never
11 happen. Certainly, it seems that it could. But
12 unusual in the first place that the architecture
13 would be, again, very vulnerable, you know, but
14 certainly it could be judged to be that.

15 The second unusual circumstance would be
16 that the signaling network would fail. However, you
17 know, everything fails. There certainly could be a
18 failure, but we are lining up a couple of unusual
19 circumstances.

20 From our standpoint, it didn't make sense
21 to us to build a redundant MF signaling network just
22 in case. Better we think that Qwest does what it
23 would do, which is to give the repair of that
24 signaling network the very highest priority and to
25 get that restoral done very immediately. Qwest would

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1 undoubtedly be feeling the pain in the event of
2 signaling failure, would be attempting that repair
3 just as quickly as it possibly could, and so the
4 thinking that we would somehow have a backup
5 approach, which would change calls over this MF
6 during the period of time that we're doing the
7 repair, to us, was not the wisest thing.

8 Now, to the extent that a party disagreed
9 with us and thought, in fact, that should happen, our
10 thought would be rather than sanctioning it here in
11 the SGAT sort of prominently, it could be proposed,
12 you know, as a unique kind of an interconnection via
13 a bona fide request, for example, and that Qwest
14 would receive the proposal that way, rather than, you
15 know, here as a somewhat routine possibility.

16 So we did not -- we're uncomfortable with,
17 again, the language behind "or" for those reasons.

18 MR. WILSON: And AT&T raises this issue
19 because the issue is already occurring. We have a
20 customer not in this state, but in Oregon, I believe,
21 that is reticent to migrate to AT&T because of this
22 problem. And you know, rather than wait until this
23 problem comes to Washington, we think it's prudent to
24 get ahead of the issue.

25 It is a parity issue. Customers will not

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1 have the calling capability with the CLEC that they
2 would have with Qwest unless we can set up this
3 protection trunk, if you will. It would only be used
4 as a secondary route. It's not the primary route,
5 but we already have customers that are smart enough
6 to realize that we cannot complete calls to as high a
7 percentage of a community as Qwest can.

8 MS. STRAIN: I have a couple of questions.

9 JUDGE RENDAHL: Okay. Then Mr. Wilson, Mr.
10 Tom Wilson after you.

11 MS. STRAIN: Oh.

12 JUDGE RENDAHL: So go ahead.

13 MS. STRAIN: Just reading the proposed
14 language in 496, it didn't quite say to me the
15 situation that you all are describing. And so this
16 is not something that you would order when a central
17 office switch does not have SS7 capability, period;
18 this is something you would order as a backup for
19 offices that have that capability?

20 MR. WILSON: Well, it's both. Your
21 question is the first part of the sentence, that
22 Qwest is accepting, where a switch does not -- a
23 Qwest switch does not have SS7 capability. What Tom
24 and I have been describing relates to the second part
25 of the sentence or the paragraph.

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1 MS. STRAIN: So it's when an office has the
2 capability, but doesn't have the diverse routing, the
3 SS7 goes down, your customer's out unless they have
4 some other kind of trunk to fall back on, and the MF
5 signaling interconnection trunks would give them that
6 backup capability?

7 MR. WILSON: Yes, right. To maybe just
8 describe a little more, the two switches, if they're
9 located in the same community, even though they were
10 right next door, they need to go out to an SS7 packet
11 switch and come back to complete or to set up the
12 call. If that link goes down in a situation where
13 there's only one route through the SS7 network, then
14 the CLEC would only be able to complete calls within
15 its own switch, which is probably a very small
16 percentage of the community, say a few percent.
17 Whereas the Qwest customers could call within their
18 switch, which could be 98 percent of the customers.

19 MS. STRAIN: Okay.

20 MR. WILSON: So for instance, a federal --
21 the issue is actually with the state government
22 agency that would like our service, but they don't
23 want to use it because, if the SS7 goes down, they
24 know that people can't call them.

25 MS. STRAIN: Okay. And a question for Mr.

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1 Freeberg. Is Qwest's objection to that second part
2 that they do not want to provide the MF signaling
3 interconnection trunks when the CLEC orders SS7? I
4 mean, if they -- is it a capacity issue that you have
5 or what?

6 MR. FREEBERG: I think it's more a
7 nondiscrimination question. In other words, what
8 Qwest is not doing is saying, for this end office, it
9 is not going to arrange MF signaling to nearby Qwest
10 end offices, so that calls may flow in the event of a
11 failure on the signaling network. You could do that.
12 That is a possibility that Qwest could have designed,
13 but it didn't.

14 So from our standpoint, each of us will be
15 able to process intraoffice calls while we are
16 pulling out all the stops to get the repair done, but
17 that to build a backup MF network, to us, didn't make
18 sense. From a discrimination point of view, we don't
19 do that.

20 JUDGE RENDAHL: Ms. Hopfenbeck, I think Mr.
21 Tom Wilson had some questions, unless --

22 MR. TOM WILSON: Thank you. I just had one
23 question for Mr. Wilson, I guess. How come this
24 proposed language doesn't stipulate that the
25 multi-frequency signaling link would be diverse

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1 routed? I mean, what if that was on the same route
2 as the SS7 links or the fiber recut or whatever,
3 shouldn't you also specify diversity for that MF
4 link?

5 MR. WILSON: Well, we could do that. The
6 real issue is the MF trunk can go directly within the
7 community from switch to switch, whereas the SS7
8 trunk will be going out of the community to a metro
9 area where the packet SS7 switch is located. So the
10 chances are, even without putting it in, that it
11 would be a diverse route. We could add a little
12 language to it to take care of that, as well, if we
13 wanted.

14 MR. DITTEMORE: Pardon me. The MF
15 signaling is on the transmission path of the trunk
16 itself. It doesn't go somewhere else. Isn't it just
17 on the transmission trunk of the trunk?

18 MR. WILSON: Yes.

19 MR. DITTEMORE: So if that's cut, I mean,
20 the trunk's out of service.

21 MR. WILSON: Certainly, if you cut all
22 trunks out of the switches, then you're out of luck
23 anyway. But this does add a measure of protection
24 that the customer -- our potential customer found
25 acceptable, so -- and in fact, we are being told by

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1 Qwest that we have to do a BFR, we might have to --
2 we probably would have to amend our contract, et
3 cetera, et cetera.

4 So rather than go through this in each
5 state where we have a customer, we thought it would
6 be prudent to get it out in front, because there is a
7 measure of public safety here that I could go on
8 about at some length, but I won't. And we're not
9 asking for an MF network; we're asking, in specific
10 situations, for MF trunks. The expense is just as
11 great on AT&T as it is on Qwest to add this trunk, so
12 this isn't a burden; it's technically feasible. Up
13 until 15, 20 years ago, all trunks were MF, and the
14 switches still do this.

15 JUDGE RENDAHL: Okay. Ms. Hopfenbeck?

16 MS. HOPFENBECK: Mr. Freeberg, I'd like to
17 just explore with you the impact of the SS7 signaling
18 network going down in a situation like this on Qwest,
19 on the one hand, and the CLEC on the other. I think
20 you already stated that the impact on Qwest is that
21 Qwest customers would only be able to complete calls
22 to other customers served out of that same central
23 office; is that right?

24 MR. FREEBERG: Yes.

25 MS. HOPFENBECK: Those are intraoffice

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1 calls?

2 MR. FREEBERG: Yes.

3 MS. HOPFENBECK: Now, it would also be true
4 that the CLEC's customers would be limited in the
5 number of -- in the other customers that they could
6 reach if that SS7 network goes down; isn't that
7 right?

8 MR. FREEBERG: The ability to send calls
9 back and forth between the two switches would be
10 affected. It seems possible to me that the CLEC
11 switch might have its own signaling link that is
12 still up and working, and it could potentially be
13 routing calls interoffice, but failing to be able to
14 route calls back to Qwest during the period of the
15 failure.

16 MS. HOPFENBECK: But if such a link didn't
17 exist, you would agree that the CLEC's customers,
18 during the time that the SS7 network was down, would
19 be limited in being able to place calls only to the
20 CLEC's other customers served out of that switch;
21 isn't that right?

22 MR. FREEBERG: Yes.

23 MS. HOPFENBECK: And don't you also agree
24 that, within the geographic area, that community of
25 interest served by the Qwest central office, it's

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1 likely that the CLEC's customers would have very
2 limited access to those customers, to Qwest's end use
3 customers within --

4 MR. FREEBERG: Again, this kind of a
5 failure gets the highest priority, I think for both
6 wholesale and retail reasons. I mean, all customers
7 will feel the impact of this thing being down, and
8 getting it back up, again, is a repair that helps all
9 customers, so it's the highest priority. But what
10 you say is true, what you say is true.

11 MS. HOPFENBECK: But my point is that the
12 impact is greater and could be greater on the CLEC
13 than Qwest.

14 MR. FREEBERG: Assuming that the CLEC had
15 the minor number of customers there, which is, you
16 know, often the case, but not always.

17 MS. HOPFENBECK: Thank you.

18 JUDGE RENDAHL: Any further discussion on
19 what's been marked as Exhibit 496? So I'm assuming
20 at this point that we are at impasse on this section?

21 MR. FREEBERG: I think so. So does that,
22 then, mean that, for purposes of 7.2.2.9.5, there is
23 also impasse on that issue?

24 MR. FREEBERG: Can I just make -- I want to
25 make sure that I make one point before we move on,

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1 and that is that -- and I think, Paula, you asked me
2 the question, I hope I gave you the right answer, and
3 I think Ken kind of said this. We would probably
4 call for a bona fide request. We would say this is
5 such a unique thing. In other words, other than
6 flatly refuse to do this, we would accept this kind
7 of an interconnection request as a bona fide request.
8 Thanks.

9 JUDGE RENDAHL: Rather than put it in the
10 SGAT as standard language?

11 MR. FREEBERG: Right. And not to jump
12 around, but does this also, then, mean that the issue
13 seven on 7.2.2.9.5 is at impasse?

14 What we do at 7.2.2.9.5, to jump ahead, is
15 clarify that a bona fide request is not necessary in
16 order to establish MF signaling between the two
17 switches when the Qwest switch has no SS7 capability.
18 So my hope would be that 7.2.2.9.5 is okay. Our
19 impasse is about 7.2.2.6.3.

20 JUDGE RENDAHL: Okay. Just clarifying,
21 then. Let's not jump ahead. Let's keep going in
22 order. Mr. Wilson.

23 MR. TOM WILSON: Given this is going to
24 impasse, I'd like to ask one or two more questions,
25 please.

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1 JUDGE RENDAHL: Go ahead.

2 MR. TOM WILSON: Do we have any information
3 as to whether there exists any Qwest central office
4 switches that do not have SS7 diverse routing in
5 Washington?

6 MR. FREEBERG: It's a hard question for me
7 to answer, because I don't know what diverse routing
8 means. Does that mean there is not a pair of links
9 to the end office?

10 MR. WILSON: Ken Wilson. The intent was
11 any -- that this would be available to any community
12 where -- that was essentially on a fiber spur on the
13 Qwest network. So the point being that if the fiber
14 facility's cut, that the office would be isolated.
15 And I know it seems to me like you see a community
16 getting isolated like this every year or so within
17 the Qwest network. I remember one in Colorado, for
18 sure, and in the recent past. I don't keep up with
19 the papers here, as well, so I don't know. Any time
20 you would have a community cut off, that can't call
21 outside, that this would then happen.

22 JUDGE RENDAHL: Does that resolve your
23 questions, Mr. Wilson?

24 MR. TOM WILSON: Well, I see there's a
25 disagreement about what diversity means. I've seen

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1 diversity defined many times by both companies,
2 probably, in various other applications, and it's too
3 bad you can't agree on what that means.

4 But what I'm trying to figure out is if the
5 Commission is going to have to deal with this as an
6 impasse issue, then it would be helpful to know if
7 we're trying to solve something that isn't even a
8 problem in our state. I am aware that Port Angeles
9 has, I think, been in that situation, but if we even
10 knew where that were occurring, perhaps weight could
11 be given to the bona fide request suggestion in some
12 way. I don't know, but there's data that needs to be
13 considered, it seems like, to help make a decision.

14 MR. WILSON: Well, I don't -- I mean, I'm
15 not privy to Qwest's fiber route maps, and we could
16 add fiber diversity. That would be fine. It's not
17 sufficient to have two SS7 links on the same fiber,
18 because you can cut the fiber, it's all gone.

19 I remember seeing Qwest fiber route maps
20 from several years ago, and there were a number of
21 communities on spurs. I don't know if they have
22 connected those spurs up and made rings or not, but I
23 think -- I would assume it is an issue.

24 MR. DITTEMORE: Dave Dittimore. Not to
25 belabor the point, but it seems to me that your

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1 call's to complete on that fiber, Ken, so if that
2 fiber's cut, you're not going to complete your calls
3 anyway. I think it's kind of a moot point, isn't it?
4 Because if a call from a CLEC customer to an ILEC
5 customer has to go through that fiber link back to
6 interconnect to your switch at some other point, if
7 that fiber's cut, that call can't be made anyway,
8 whether it's MF or SS7.

9 MR. WILSON: The only time we would order
10 this would be when we had a switch in the community,
11 as well. AT&T is trying to put switching equipment
12 out in these communities, and we're finding this is
13 an impediment to it.

14 MR. DITTEMORE: Different transport channel
15 to your switch, then.

16 MR. WILSON: Even when we go to the expense
17 of putting our own switch out, we have this problem.

18 MR. DITTEMORE: Okay, thank you.

19 JUDGE RENDAHL: Mr. Wilson.

20 MR. TOM WILSON: Your Honor, I'd like to
21 offer a record request, please, a bench request.

22 JUDGE RENDAHL: You'd like to make a bench
23 request?

24 MR. TOM WILSON: Yes, for Qwest.

25 JUDGE RENDAHL: Okay.

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1 MR. TOM WILSON: And that would be to
2 provide a list of the Qwest central office switches
3 in Washington that are served on fiber spurs that do
4 not have diverse fiber routes in and out.

5 MR. FREEBERG: Good. We'll generate that.

6 JUDGE RENDAHL: That will be Bench Request
7 Number 30, for the record. Thank you, Mr. Wilson.
8 Are there any other comments, questions, issues on
9 this section? Okay. Let's move on.

10 MR. FREEBERG: I think I would go, then, to
11 page seven of the issues log, 7.2.2.8.4 would be the
12 SGAT section. We had some discussion in a previous
13 workshop about, primarily, I think WorldCom's
14 appetite for getting together semiannually, rather
15 than quarterly, to do trunk forecasting. In the time
16 since our last workshop, I have met with WorldCom
17 people, and I think we settled the matter. Ann, have
18 you had --

19 MS. HOPFENBECK: Are you talking about
20 quarterly? We're fine on the quarterly.

21 JUDGE RENDAHL: Excuse me.

22 MS. HOPFENBECK: Yes, WorldCom is okay with
23 the quarterly language. We, in talking with Qwest,
24 understand that, in individual interconnection
25 agreement negotiations, we may be able to accommodate

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1 our specific requirements for semi-annual, so
2 quarterly is fine in the SGAT.

3 JUDGE RENDAHL: Okay. And then there's
4 this other issue of AT&T's regarding indemnity. Has
5 that also been addressed? At least that was an issue
6 we had on the issues log.

7 MR. WILSON: In this?

8 MS. FRIESEN: In this paragraph?

9 JUDGE RENDAHL: It says, AT&T concern
10 regarding indemnity issues should be discussed in
11 general conditions section. So there's agreement
12 subject to that being addressed later as a general
13 issue?

14 MS. STRAIN: Right.

15 MR. FREEBERG: Is this different than our
16 impasse at 7.1.1.1.2?

17 MS. STRAIN: I don't think so. Just to
18 clarify, when I wrote this, what I was trying to say
19 is that apparently there was an indemnity issue
20 raised during the discussion of this SGAT section,
21 and so we just wanted to make a note that the
22 indemnity issue affected -- whatever is decided on
23 the indemnity issue in 7.1.1.1.2 would apparently
24 affect this section.

25 MR. FREEBERG: Thank you.

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1 MR. TOM WILSON: That's right.

2 MR. WILSON: I think the issue came up
3 because of the Qwest language that says "Qwest will
4 have the necessary capacity in place to meet the CLEC
5 forecast," and given that statement, we thought that
6 Qwest should agree to some indemnity language, but we
7 haven't resolved the indemnity issue.

8 MR. TOM WILSON: All right.

9 MR. WILSON: I don't think that -- I don't
10 think we need to keep this particular issue open in
11 this section.

12 JUDGE RENDAHL: Within this section, okay,
13 great. So there's agreement on this section?

14 MR. WILSON: Yes.

15 JUDGE RENDAHL: Okay. Great.

16 MR. FREEBERG: 7.2.2.8.6. This is the
17 section on deposits, refundable deposits. And as you
18 look through this language, you will see some changes
19 and some new material here that we haven't put into
20 an SGAT before. However, it is the result of
21 discussions that we had in the multi-state workshop
22 here just before the holidays.

23 And to point out what some of those changes
24 are, though I must admit I see some typographical
25 problems in here, there is a reduction in the

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1 utilization level from 60 percent to 50 percent. So
2 if I failed -- and I know that I did fail to make
3 each change moving the 60 percent level down to 50
4 percent, I intended to move each occurrence down to
5 50 percent. I changed the numerals. I didn't always
6 change the word.

7 The other important change here, I think,
8 is that the triggering of this clause, any attention
9 to this clause is really triggered by 18 months of
10 underutilization. And that is there within
11 7.2.2.8.6, a few lines down. And what I added at the
12 end of the sentence are the words "each month." The
13 thought here being that this underutilization needs
14 to have happened in every one of the 18 months. If
15 even one month the utilization got up above 50, this
16 clause wouldn't apply. So an important change, I
17 think, one we again discussed in a previous workshop.

18 I guess the other change I made was in
19 7.2.2.8.6.1, which is a paragraph that addresses a
20 situation, if a CLEC does not want to argue about its
21 forecast and insists that Qwest build it, let's stop
22 debating, let's just get Qwest to agree to go ahead
23 and build it, at 7.2.2.8.6.1, Qwest is saying yes, it
24 will do that, but, again, if that party has an
25 18-month history of very low utilization, that Qwest

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1 might ask for the hundred percent deposit, rather
2 than the 50 percent deposit.

3 And so I took some of the language in
4 7.2.2.8.6 and I moved it into 7.2.2.8.6.1, making
5 clear that the various pro rata refunds and so forth
6 certainly apply, and the 50 percent applies and so
7 forth. So it was my hope that with these changes, we
8 might potentially get past impasse on this matter.

9 JUDGE RENDAHL: Comments?

10 MR. KOPTA: Tom, just to clarify, all of
11 the numbers and the words should be 50 throughout
12 this, as opposed to 60?

13 MR. FREEBERG: Yes, it should, and I
14 apologize.

15 MR. KOPTA: There is one where the number
16 is 60 and the word is 60. I just wanted to make sure
17 that it was --

18 MR. FREEBERG: And that's at 7.2.2.8.6.1,
19 about in the middle?

20 MR. KOPTA: Yes, about the middle, yes.

21 MR. FREEBERG: Those should be 50 percent
22 in both cases.

23 MR. KOPTA: Okay.

24 MR. FREEBERG: Thank you.

25 MS. HOPFENBECK: Mr. Freeberg, I actually

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1 really appreciate the direction that this is moving,
2 because it addresses one of the issues WorldCom
3 identified in Oregon about and distinguishes the
4 situation from when Qwest is building pursuant to the
5 lower forecast, which presumably is Qwest, and when
6 it's building to the higher forecast, which is the
7 CLECs.

8 And so we're moving in the right direction,
9 but I still have a question about why it is
10 appropriate, when Qwest is going to build only to the
11 lower forecast, which is Qwest's forecast, not the
12 CLEC's forecast, it is seeking a deposit from the
13 CLEC under any -- I mean, regardless of what the
14 prior utilization is.

15 And I guess I would -- what occurs to me as
16 I think this through is if Qwest is building to its
17 own forecast, why is its own forecast where it is if
18 there's been this, I mean, lower utilization for the
19 past 18 months?

20 MR. FREEBERG: It's a good question. It's
21 a good question. Here's the thinking. This thinking
22 is that what we've done through all of our iterations
23 through this section is we've strengthened
24 forecasting language. We made that point here a
25 moment ago at 7.2.2.8.4. At 7.2.2.8.4, if Qwest

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1 receives a forecast, it needs to build to it. And we
2 put some very firm language.

3 Later on, at 7.2.2.8.13, for example, we've
4 softened some language about Qwest's ability to
5 manage underutilization. We've said a party only
6 needs to give Qwest a good reason why its utilization
7 is low, and then Qwest will stop bothering that
8 party.

9 At 7.2.2.8.14, Qwest deleted a section that
10 said it might reject orders for interconnection if
11 there is a past history of low utilization. We
12 deleted that. So we disarmed Qwest of the ability to
13 manage utilization. What we've done here, I think,
14 is put utilization management in the hands of the
15 CLEC.

16 Now, the one thing we have done is we've
17 left this thing in that says what Qwest might do is
18 build to a lower forecast. However, that doesn't
19 give an underutilizing CLEC much incentive. I mean,
20 the incentive is Qwest won't build quite as much as
21 they wanted. But if, in fact, that underutilizing
22 party literally might lose its deposit if it doesn't
23 get its utilization up, it has lots of incentive,
24 enough incentive, and that's the thinking here.

25 MS. HOPFENBECK: And the incentive that

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1 you're trying to generate is the incentive to more
2 accurately forecast --

3 MR. FREEBERG: Yes.

4 MS. HOPFENBECK: -- trunk usage in the
5 first place?

6 MR. FREEBERG: Yes.

7 MS. HOPFENBECK: Well, what I have to say
8 here is that I can't sign off on this today, but I
9 may be able to sign off on it before we brief this
10 issue.

11 MR. FREEBERG: Great.

12 JUDGE RENDAHL: Mr. Wilson.

13 MR. WILSON: I've given this paragraph
14 quite a bit of thought in the last couple of minutes,
15 and I have a couple comments. I'll try to make them
16 pretty brief. When Qwest makes a forecast and the
17 CLEC makes a forecast, both companies are trying to
18 predict the capacity needed so that no blocking will
19 occur.

20 Qwest has penalties associated with
21 blocking, so it's a little curious that Qwest
22 actually wants this language, because it's kind of
23 their money riding on the bet, if you will. In other
24 words, if I know my traffic's going to go up a lot
25 and I tell them that, and they say, Oh, well,

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1 historically, we don't think so, we're not going to
2 build that. Well, they're the ones running the risk
3 of penalties. Of course, I'm running the risk that
4 my customers will be dissatisfied and leave. So
5 that's one kind of issue.

6 MR. FREEBERG: I agree with that, by the
7 way.

8 MR. WILSON: The second issue is what are
9 we building here and for whom? There are not, at
10 this time, issues of ownership that come up. If I
11 put down a deposit of either 50 percent of 100
12 percent, who actually owns that trunking and who's
13 going to receive the benefit over time for it?

14 Because there is no reservation system for
15 trunking, I could put a deposit on this, 50 percent
16 or 100 percent, other CLECs or Qwest's internal needs
17 could chew up the capacity, and I come to order and
18 there's no capacity left. There's nothing that says
19 that my deposit will buy me anything. So that's a
20 problem.

21 The second problem is, really, the only
22 issue that I think Qwest would have is if they build
23 capacity which gets stranded. In other words, if I
24 had a switch out in a very rural place and I caused
25 Qwest to build a lot of capacity out there and they

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1 built it and I went out of business, well, yeah, they
2 might have some stranded capacity. But, in point of
3 fact, the CLECs are putting their switches mostly in
4 metropolitan areas, and the capacity on these routes
5 gets eaten up just by growth of the network, CLECs,
6 internal, Qwest, et cetera.

7 So I don't understand why the CLECs should
8 be paying for what is really just growth capacity in
9 the Qwest network. If they wanted to put something
10 in here about stranded capacity, then I think I could
11 recommend that that might be appropriate, but not for
12 just general growth of their network.

13 MR. FREEBERG: Qwest recently estimated the
14 capital investment that it has put in place to carry
15 traffic between its network and the network of the
16 various CLECs regionwide, and our estimate of the
17 number of dollars involved in having put in place
18 trunking that isn't carrying any traffic, that's
19 waiting, it's ready, it's -- the trunks are in
20 service but are not carrying calls, is in excess of
21 \$300 million right now. So it's -- it is an enormous
22 bit of inventory that's not being put to use, and
23 it's very much the motive behind this paragraph.

24 MS. STRAIN: Is that a Washington State
25 number or is that a 14-state?

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1 MR. FREEBERG: Regionwide number.
2 MS. STRAIN: Do you know what the
3 Washington State number is?
4 MR. FREEBERG: I don't, but I could get it.
5 MS. STRAIN: Could we make that Bench
6 Request Number 31?
7 MR. FREEBERG: Yes.
8 JUDGE RENDAHL: So you're looking for the
9 amount of investment in Washington that is in
10 trunking that is not being used?
11 MS. STRAIN: Yes.
12 MS. FRIESEN: Could we --
13 MS. STRAIN: And I'd also like to know what
14 percentage that is of all trunking.
15 MR. FREEBERG: Yes.
16 MS. STRAIN: I mean, the problems that
17 we've heard about in Washington are not enough
18 trunks, congestion, et cetera, et cetera.
19 MS. FRIESEN: If I might follow on that,
20 I'm trying to understand if the excess trunking is in
21 place as a result of Qwest's predictions or forecasts
22 that it's made on its own and put in place or whether
23 -- why this excess trunking is there. So if you --
24 MR. FREEBERG: Well, you know, the story of
25 trunking is parties get together and they say, well,

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1 you know, how large do you think we need to make this
2 trunk group. And we say, Let's put 48 members in
3 this trunk group. And you have to decide a number.
4 You do your best to pick the number of trunks you're
5 going to make active. And then, after you've put
6 them in place and both parties agree everything's
7 working good, you begin to send traffic to that
8 group.

9 MS. FRIESEN: So your allegation that all
10 of these excess trunks are as a result of CLEC
11 misforecasting or mis --

12 MR. FREEBERG: Asking for a trunk group
13 larger than it needs.

14 JUDGE RENDAHL: I'm going to modify the
15 request to ask you to break out not only the amount
16 of investment in Washington in trunking that is
17 currently not being used, and Ms. Strain had asked
18 for that as a percentage of the regionwide total.

19 MS. STRAIN: No, I asked for the percentage
20 of that as total trunking in the state, right.

21 MR. DITTEMORE: Could we have percentage of
22 CLEC trunking?

23 JUDGE RENDAHL: No, and then I would also
24 like you to break out, for Washington, how much of
25 that is CLEC-requested trunking and how much is

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1 Qwest-requested trunking, and I think that will go to
2 your issue, Ms. Friesen.

3 MS. HOPFENBECK: But I guess I have a
4 question that follows from this bench request,
5 because, Mr. Freeberg, it's my understanding that one
6 of the issues that we've talked about in the context
7 of reciprocal compensation, I mean, first of all, a
8 lot of these trunks are two-way trunks; isn't that
9 right?

10 MR. FREEBERG: Yes.

11 MS. HOPFENBECK: And as two-way trunks, I
12 mean, I'm wondering, can you ever identify a two-way
13 trunk as being a trunk that is a CLEC-requested
14 trunk? I mean, doesn't a two-way trunk, by
15 definition, have to be really a jointly-requested
16 trunk, because it has to be a trunk that's sized --
17 or the number of two-way trunks have to be sized
18 based on the expected traffic flowing both from the
19 CLEC network to Qwest network and Qwest's network
20 back to the CLEC's network?

21 MR. FREEBERG: I like the way you
22 characterized that. I think there is some ownership
23 on both sides, especially in a two-way situation.
24 And in my testimony, I've tried to suggest that, in
25 this relationship that we have, Qwest takes a

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1 subordinate role most of the time. And by that, what
2 I mean is -- and we talked about this, I think,
3 earlier today.

4 If a CLEC says, Let's do two-way trunking,
5 we do two-way trunking, all right. It is -- we leave
6 it to the CLEC to choose that two-way trunking is the
7 best way to do this. If a CLEC says, No, we'd like
8 to do one-way trunking, then we do one-way trunking.
9 And I think that, again, Qwest is more often than not
10 in the position of accepting the order from the CLEC
11 that says, I'm placing an order, this is the size of
12 my trunk group, I want these to be two-way trunks.
13 Qwest receives that order and fills that order.

14 Qwest -- the likelihood of Qwest rejecting
15 that order and saying, Gee, we don't think so is
16 nonexistent. And we receive those orders and we fill
17 those orders. So what you say is true.

18 MS. HOPFENBECK: In the utilization, I
19 mean, I assume when you're measuring utilization,
20 it's a measure of traffic that's flowing both ways on
21 a two-way trunk?

22 MR. FREEBERG: Right.

23 MS. HOPFENBECK: And the underutilization,
24 I just don't understand how you identify the
25 underutilization as being a function of the CLEC's

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1 misforecast when it really is dependent upon two-way
2 traffic.

3 MR. FREEBERG: Let's say we put in -- let's
4 go back to this hypothetical. We put in a 48-member
5 trunk group, we've got 48 working trunks in this
6 trunk group. We take a look at the traffic in this
7 trunk group over the last several months. We look at
8 the busiest hours, the peakedness of this traffic,
9 and we say, you know, we put in a little more than we
10 needed to. This thing has typically never needed
11 more than about 12 to 20 trunks, all right. So what
12 Qwest thinks we should do is downsize this trunk
13 group. Let's take it from 48 down to 24. And the
14 CLEC says, I don't think so. Just wait. It's
15 coming. So what does Qwest do? Qwest says, Okay.

16 JUDGE RENDAHL: Mr. Wilson.

17 MR. WILSON: Two major comments. First is
18 this whole discussion has nothing to do with the
19 forecast paragraph. What Mr. Freeberg has been
20 talking about are trunks that were ordered and
21 installed. The paragraphs we're talking about are
22 about building forecasted capacity, which is capacity
23 that has neither been ordered or installed, and in
24 fact, when this forecast capacity is built, anyone
25 can use it, internal Qwest, other CLECs, anybody.

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1 Okay. So that this discussion has nothing
2 to do with this paragraph. It has to do with other
3 paragraphs, which talk about efficient utilization of
4 installed trunks. And to that issue, two things.
5 One, there is some excess capacity in CLEC trunks,
6 but I would state that the main reason for that is
7 delays in the provisioning of interconnection trunks.
8 When you're held up, when your business is held up
9 for six or nine months, you tend to order more than
10 you need, because you don't know when the next order
11 won't be filled.

12 The second thing is that we're talking --
13 when Mr. Freeberg quotes a number of 300 million, I
14 would bet the ranch that if I calculated the amount
15 of the same kind of spare capacity that Qwest had for
16 its own uses, it's probably a billion dollars.

17 What we're doing here is saying there's
18 excess capacity. Sure. That's to prevent blocking.
19 If you were running at 100 percent, you'd have lots
20 of blocking. You can't run at 100 percent.
21 Everybody runs at lower than 100 percent on your
22 trunks, even in the busy hour. You don't run at 100
23 percent. So you're talking here about CLECs maybe
24 have 60 percent spare and maybe Qwest has 70, but
25 they have huge numbers more trunks. So these numbers

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1 are illusory. You have to have spare capacity.

2 And the third is, an additional reason that
3 the CLECs have too much capacity is we were forced by
4 the interLCA provisions to have more trunks than
5 needed. So the new provisions on trunking to the
6 tandem will solve some of that, but the trunks are
7 still there, and unless they're pulled out, they're
8 going to be low utilization.

9 JUDGE RENDAHL: Okay. Mr. Dittemore.

10 MR. DITTEMORE: Your Honor, Dave Dittemore.

11 One thing I think would be also helpful in Bench
12 Request 31 would be to have a summary of what the
13 Qwest investment is in trunking just to CLECs. I
14 think that comparison would be a much more meaningful
15 figure than the entire Qwest trunking network, which
16 I think we all know is huge. Thank you.

17 MR. FREEBERG: Another number, as long as
18 we're saying interesting numbers that, you know,
19 could be developed, is what would Qwest had invested
20 if it had always built to the forecast?

21 MR. DITTEMORE: Okay. Fair enough.

22 MR. FREEBERG: There's an exhibit coming
23 around. Did everyone get a copy?

24 JUDGE RENDAHL: It's still coming around
25 here. This would be Exhibit 435.

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1 MR. FREEBERG: Did everyone get a copy?
2 JUDGE RENDAHL: And how would you like to
3 title this? Comparison between Washington --
4 MS. STRAIN: Can I ask, isn't this already
5 in the record? Wasn't this admitted as an exhibit?
6 MR. FREEBERG: It may be. You may be
7 correct. I don't know.
8 MS. STRAIN: Like a few months ago.
9 MR. WILSON: Yes, I believe it was.
10 MR. FREEBERG: It could be.
11 JUDGE RENDAHL: I don't have the exhibit
12 list from the first workshop with me. Are you saying
13 it was in this workshop?
14 MS. STRAIN: I think it was in this
15 workshop.
16 MR. WILSON: I remember, if it wasn't this,
17 it was something very similar. It was passed out
18 when we were sitting in the littler room at the
19 Commission.
20 MR. FREEBERG: Oh, you're right. The very
21 last day we were together. That's true. It should
22 be.
23 MS. STRAIN: I think it was in November.
24 MS. FRIESEN: I think we had asked for
25 backup data on this chart. Qwest indicated that they

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1 would indeed give it to us. We still haven't gotten
2 it. So at this point, we would ask for a bench
3 request for the backup data if this is going to stay
4 in the record.

5 JUDGE RENDAHL: I'm first looking for where
6 this document was.

7 MR. FREEBERG: There we go, 433.

8 JUDGE RENDAHL: Thank you. Yes.

9 MR. FREEBERG: Now, let me try to talk us
10 through this again. This is a look at August of
11 2000, to begin with.

12 JUDGE RENDAHL: Before you walk through
13 this, so Ms. Friesen, you had made a record
14 requisition for backup to this data?

15 MS. FRIESEN: Yes, and Qwest, as I recall,
16 had committed to producing the data, and we have
17 still not received anything.

18 JUDGE RENDAHL: Okay. Let's be off the
19 record for just one moment.

20 (Discussion off the record.)

21 JUDGE RENDAHL: Let's be back on the
22 record. While we were off the record, we clarified
23 that, in fact, there is an Exhibit 433 that is
24 different from the document that Mr. Freeberg
25 circulated. They're different in terms of months and

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1 also, in part, regionwide versus Washington data. So
2 we will mark the document that Mr. Freeberg
3 circulated as Exhibit 435.

4 There was also a continued request by AT&T
5 for the backup data for not only Exhibit 433, but
6 also Exhibit 435. On November 8th, during the
7 workshop sessions in Olympia, AT&T had requested the
8 backup data, and Mr. Freeberg had agreed to provide
9 the backup data, but that was not made a record
10 requisition. So at this time, we are making AT&T's
11 record requisition number three the backup data for
12 Exhibits 433 and 435.

13 Ms. Stolper, who is here in the room and
14 who prepared the documents, has agreed to provide the
15 backup information by next Wednesday, which I believe
16 is January the 10th; is that correct?

17 MR. FREEBERG: Yes.

18 JUDGE RENDAHL: Okay. Thank you, Mr.
19 Freeberg. Does that take care of the issues we
20 discussed offline?

21 MS. FRIESEN: That does. Thank you, Your
22 Honor.

23 JUDGE RENDAHL: Now, Mr. Freeberg, you were
24 going to explain for us on the record very briefly
25 what this document purports to be.

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1 MR. FREEBERG: Good, thank you. Again,
2 this is a look at the state of Washington. This is a
3 look at the month of August, and it is a comparison
4 of the interconnection trunks here in Washington to
5 non-interconnection trunks.

6 And let's be clear about what that is, in
7 case there's any misunderstanding. An
8 interconnection trunk is one where one end of the
9 trunk group is on a Qwest switch and the other end of
10 the trunk is on a CLEC switch. A non-interconnection
11 trunk, then, is a trunk where both ends of this trunk
12 group are on Qwest switches. So there's a Qwest
13 switch at both ends of the trunk group. Those are
14 the non-interconnection.

15 If we look off to the left, we see that, to
16 answer the question of how many non-interconnection
17 trunks are there compared to interconnection, and
18 we're looking here at local trunks only, I would
19 argue the difference is not that great. It's 111,000
20 compared to 143,000. So it's not as though one is
21 orders of magnitude larger than the other. There are
22 a lot of interconnection trunks here in Washington.

23 If you look far to the right, the column
24 that says local trunk groups, there are 553. In
25 August, there were 553 local interconnection trunk

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1 groups, and there are 535 non-interconnection trunk
2 groups, actually fewer trunk groups carrying the
3 non-interconnection traffic. So I guess without --
4 JUDGE RENDAHL: May I ask a question, just
5 so that I understand what you mean by CLEC
6 interconnection trunks versus Qwest
7 noninterconnection trunks? Does a CLEC
8 interconnection trunk mean an interconnection trunk
9 that a CLEC has requested?

10 MR. FREEBERG: Yes. I think the CLEC
11 delineation in front of interconnection is probably a
12 misnomer. It is neither the CLEC's nor Qwest's.
13 It's jointly ours.

14 JUDGE RENDAHL: Okay. But are these -- I'm
15 trying to go back to what we've requested in the
16 bench request and tie it in here, if it, in fact,
17 ties in at all. I think what we were looking at in
18 the bench request was CLEC-requested trunking. Is
19 that what interconnection trunks refers to?

20 MR. FREEBERG: Yes.

21 MS. STRAIN: Okay. So all of these were
22 requested by CLECs?

23 MR. FREEBERG: Yes.

24 MR. WILSON: To my knowledge, Qwest has
25 never requested or ordered an interconnection trunk,

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1 to be clear.

2 JUDGE RENDAHL: Thank you.

3 MS. STRAIN: Forgive me for being so dim.

4 MR. WILSON: One would ask if they care if
5 there's interconnection.

6 JUDGE RENDAHL: Now, for the lower
7 designation, Qwest non-interconnection trunks, those
8 are trunks that Qwest has placed, because of its own
9 forecasting, of the need for local -- of trunks to
10 carry local traffic; is that a correct --

11 MR. FREEBERG: Yes.

12 JUDGE RENDAHL: -- characterization?

13 MR. FREEBERG: The other point, I guess,
14 that again might have been a curiosity, is a
15 comparison can be made of the first column and the
16 third column. This comes back to this utilization
17 question. How good a job does Qwest do at the
18 utilization compared to CLECs, again, taken in
19 aggregate here.

20 So if we look at the first row, where we'd
21 be looking at end office type trunks, there are about
22 29,000 trunks required compared to about 75,000
23 trunks in service. On the tandem side, 15,000 or so
24 trunks required, 35,000 trunks in service. Dropping
25 down to look at the non-interconnection type, about

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1 54,000 trunks required, about 102,000 trunks in
2 service. 21,000 are required compared to 41,000 in
3 service, so comparability there in that range of 50
4 percent that we talked about before.

5 JUDGE RENDAHL: Another point of
6 clarification. The second column, percentage of
7 total trunks, what does total trunks mean?

8 MR. FREEBERG: This goes back to the
9 original thinking around the introduction of this
10 exhibit, is that the question might be asked, doesn't
11 a higher proportion of the interconnection traffic
12 flow via the tandem than Qwest's non-interconnection
13 type traffic. And what we were trying to show there
14 is that roughly 30 percent of both types of traffic
15 flows via the tandem.

16 JUDGE RENDAHL: Thank you. I'm just being
17 dim because of the hour. I'm getting it now.

18 MR. FREEBERG: That's a good question.

19 JUDGE RENDAHL: All right. Mr. Wilson.

20 MR. WILSON: Couple things I'd like to
21 point out. Just doing the rough numbers from the
22 data that Mr. Freeberg has presented, Qwest's
23 utilization is about 50 percent, maybe 52, but let's
24 say 50 percent, and the CLEC's is about 40 percent.
25 That's not a huge difference. It's not like they're

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1 80 percent and we're 40 percent. They're a little
2 more efficient. Well, I would expect that.

3 The second issue is, and I will do more
4 checking now, because it has become a bigger issue,
5 but after this data was passed out a couple months
6 ago here, I did a very quick check of the data that's
7 being presented by Qwest to the ROC for the PIDs, and
8 there seemed to be some rather large inconsistencies.
9 So I will check again, but it seemed that these
10 numbers were inflating the number of CLEC trunks and
11 understating the number of Qwest trunks, but I will
12 check again and see. I mean, I'm not sure I have
13 Washington-specific ROC data, but even if I don't,
14 the ratios should be pretty much true to form.

15 I don't know if Qwest is giving the
16 Commission Washington-specific PID data. If they
17 are, then we can do a pretty close comparison with
18 this, because they do report numbers of trunks in the
19 blocking data.

20 MS. YOUNG: Tom, just a quick question. I
21 think before, when we'd gone over this, I had asked,
22 just refresh my memory, the Qwest non-interconnection
23 trunks would not include trunks to the carrier;
24 right? They're strictly Qwest to Qwest --

25 MR. FREEBERG: Carrying local calls.

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1 MS. YOUNG: -- trunks. Right, thank you.

2 JUDGE RENDAHL: Okay. Well, I think we may
3 have beaten this one as far as we can. And we
4 appreciate the data and we will appreciate the
5 complete data, and I think there's a question by Mr.
6 Menezes.

7 MR. MENEZES: Not about this chart, but
8 about the provision, I wanted to do a couple
9 follow-up questions.

10 JUDGE RENDAHL: And this would be
11 7.2.2.8.6?

12 MR. MENEZES: Correct.

13 JUDGE RENDAHL: Okay.

14 MR. MENEZES: Mr. Freeberg, earlier today
15 we talked about -- or you spoke about Qwest's change
16 in policy in the fall from a policy that required
17 CLECs to establish a point of interconnection per
18 local calling area to a policy that allows CLECs to
19 establish a point of interconnection per LATA.

20 Now, if a CLEC is establishing a point of
21 interconnection per LATA, it could go to an access
22 tandem and serve all the end offices or to the local
23 tandems or to the access and local tandems and serve
24 all the end offices in a LATA?

25 MR. FREEBERG: Yes.

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1 MR. MENEZES: Would you agree, though, that
2 if a CLEC has to establish a point of interconnection
3 per local calling area, just by virtue of that fact,
4 a CLEC would have to order many more trunk groups
5 from Qwest than if it could interconnect simply at
6 the tandems?

7 MR. FREEBERG: Interconnection simply at
8 the tandem has always been available.

9 MR. MENEZES: I understand that, but
10 tandems are not in every local calling area.

11 MR. FREEBERG: That's -- every end office
12 is not necessarily served by a local tandem, yes,
13 that's true.

14 MR. MENEZES: So the policy of requiring
15 point of interconnection per local calling area would
16 require CLECs to trunk to end offices wherever a
17 tandem was not available in a local calling area.

18 MR. FREEBERG: In the past, yes.

19 MR. MENEZES: And wouldn't -- I mean, by
20 definition, wouldn't that call for more trunking?

21 MR. FREEBERG: More trunk groups,
22 certainly. More trunking, probably to some extent,
23 yes.

24 JUDGE RENDAHL: Mr. Wilson.

25 MR. WILSON: Just one other comment, then

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1 I'll be quiet.
2 JUDGE RENDAHL: Right.
3 MR. DITTEMORE: Write that down, write that
4 down.
5 MR. WILSON: I heard that. Just quickly
6 doing the math more precisely, if the 60 percent
7 stayed in the forecasting section here, Qwest could
8 not augment its own trunks. They'd have to leave a
9 deposit with someone, because my calculation shows
10 they're running about 52 percent, 52, 53, so they
11 barely make the 50. That's what the numbers on the
12 chart that Mr. Freeberg just passed out say.
13 MR. FREEBERG: I agree.
14 JUDGE RENDAHL: Okay.
15 MS. HOPFENBECK: I have two questions.
16 JUDGE RENDAHL: Ms. Strain, and then Ms.
17 Hopfenbeck.
18 MS. STRAIN: Quick question on Exhibit 435,
19 the third column. Does the RQD stand for required or
20 requested?
21 MR. FREEBERG: Required.
22 MS. STRAIN: And that would be required to
23 carry the amount of traffic?
24 MR. FREEBERG: Historically. If we were
25 able to do Monday-morning quarterbacking and we

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1 looked at how much traffic did this trunk group
2 really carry last month.

3 MS. STRAIN: Okay. Thank you.

4 JUDGE RENDAHL: Ms. Hopfenbeck.

5 MS. HOPFENBECK: Actually, a comment and a
6 question. The comment is to clarify the record. At
7 one point earlier, I said we were moving forward, not
8 realizing that we're moving forward from where we
9 were originally, but in the interim, Qwest did see
10 the light at some point and realized that it wasn't
11 appropriate to require a deposit when they're
12 building to the lower forecast, but may have now
13 backed off that position and come back. That's
14 reflected in the change that we see here.

15 But at any rate, I have a question. And I
16 still have -- WorldCom still has real serious
17 problems with that requirement. But I need to
18 understand this provision. In particular, the
19 sentence concerning when Qwest will return the
20 deposit. It states here that the deposit will be
21 returned if the CLEC's statewide average trunk
22 forecast to trunk usage ratio exceeds 50 percent
23 within six months of the forecasting period to which
24 the deposit applies.

25 Earlier, you talked about how you were

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1 measuring utilization to forecast on an individual
2 month basis, and here you're talking about a
3 statewide average trunk forecast to trunk usage
4 within six months, and I don't understand how Qwest
5 is proposing to measure that. What does that mean
6 for this to occur within six months of the
7 forecasting period? In one month, for example, or --

8 MR. FREEBERG: Yes. Here's my expectation,
9 is that we will meet quarterly to do trunk
10 forecasting, as we've done in the past, and that each
11 quarter we would be looking at utilization compared
12 to what we thought six months prior, that there would
13 potentially be some refund of the deposit made each
14 quarter, deposits collected potentially six months
15 previously, and that what we would be doing here is
16 looking for that average ratio exceeding that
17 percentage, again, in any month. So if we were able
18 to get that utilization up above 50 in any month, the
19 return of the deposit would happen.

20 MS. HOPFENBECK: So in any month of the six
21 months that you're looking at?

22 MR. FREEBERG: Yes.

23 MS. HOPFENBECK: Also, would it be possible
24 -- I mean, is it possible that what would trigger the
25 return of the deposit is not necessarily that

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1 utilization goes up, but that the trunk forecast that
2 you're looking at goes down.

3 MR. FREEBERG: I'm not sure that I
4 understand your question. Can I try an example?

5 MS. HOPFENBECK: Well, partly it's because
6 I'm really struggling understanding how you're -- how
7 this sentence operates. I guess I'm struggling with
8 what the statewide average trunk forecast is you're
9 looking at and comparing to the trunk usage.

10 MR. FREEBERG: In, let's say, May of 2000,
11 we might have attempted to project how many trunks
12 would need to be in service to carry calls back and
13 forth between our networks as of January, the month
14 we're in now, so roughly six months in between.

15 And we would be taking a look, I believe,
16 at, you know, over that -- we would be taking a look
17 at that forecast here in January, for example, what
18 did we expect would be the number of trunks necessary
19 based on the forecast, and we'd be comparing that
20 again to the trunks required calculation, and we'd be
21 needing to have done that for November, to have done
22 that for October, to work our way back each month,
23 you know, using a forecast that we had developed not
24 in May, but -- in May of 2000, but earlier in 2000.

25 MS. HOPFENBECK: So it will always be

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1 you're comparing utilization to a forecast that was
2 done six months prior.

3 MR. FREEBERG: Right.

4 MS. HOPFENBECK: That's what --

5 MR. FREEBERG: That was the thought.

6 MS. HOPFENBECK: Thank you.

7 JUDGE RENDAHL: I think we're reaching the
8 witching hour and I'm going to say -- I'm assuming,
9 Ms. Hopfenbeck, from your comments, that you don't
10 need to go back and look at the section again, that
11 you, in fact, are at impasse; is that correct?

12 MS. HOPFENBECK: I think it's likely we're
13 at impasse, but since it's new language, I'm going to
14 run it by my people.

15 JUDGE RENDAHL: I'm going to put it at
16 impasse now, and you can let us know in the morning,
17 because I understand AT&T to be at impasse on this
18 language; is that correct?

19 MR. WILSON: Yes.

20 MS. FRIESEN: That's correct.

21 JUDGE RENDAHL: And looking at what we have
22 left on the issues log for interconnection, there
23 appear to be a fair number of takebacks, some of them
24 Qwest, some of them WorldCom or AT&T. And I'm
25 wondering if you all can just -- if you haven't

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1 already, and some of these are sort of a yes or no,
2 if, when we start up the interconnection tomorrow, if
3 you can just be prepared to, you know, maybe have a
4 list of those.

5 Other than that, what we'll do is start up
6 at 8:30 tomorrow on resale and then go right into
7 interconnection when we conclude resale, and we will
8 end at 3:30 tomorrow, if not earlier. And the
9 incentive to everyone is that if we get done with
10 interconnection earlier, we can leave earlier. So
11 let's be off the record for tonight and we'll see you
12 all in the morning.

13 (Proceedings adjourned at 5:59 p.m.)

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