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BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Complaint and Petition for  
Enforcement of Tel West Communications, LLC  
Against  
  
QWEST CORPORATION, INC.  
  
For Failure to Comply with Provisions of its  
Resale Agreement with Tel West; and,  
  
Provision of Inferior Wholesale Services

Docket No. UT-013097  
  
QWEST CORPORATION'S  
ANSWER TO FIRST AMENDED  
PETITION FOR ENFORCEMENT

**INTRODUCTION**

Contemporaneously with the filing of this answer to Tel West's First Amended Petition for Enforcement ("Amended Petition"), Qwest is filing a motion to strike a series of allegations (the "objectionable allegations"). The objectionable allegations include two subsets, those pertaining to occurrences outside the proper scope of a WAC 480-09-530 proceeding and those subject to protection under Evidence Rule 408 as being evidence of conduct or statements made in compromise negotiations. In answering the Amended Petition, Qwest will not specifically respond to the objectionable allegations on grounds that the allegations are either improper or irrelevant to the proceeding. Should the Commission deny Qwest's motion and/or should the Commission convert this proceeding to a generic complaint proceeding, Qwest seeks leave to address each of the objectionable allegations remaining in

1 the Amended Petition.

2 Both legally and factually, Qwest can rebut the objectionable allegations and should be given a full  
3 opportunity to do so. This framework is consistent with WAC 480-09-530(2), which requires a  
4 respondent in a proceeding commenced under that rule (a “Section 530 Adjudication”), within five  
5 business days after service of the petition, to “respond to each allegation of failure to comply with the  
6 terms of the interconnection agreement, stating relevant facts.” Since the objectionable allegations (as  
7 identified more particularly in the motion to strike) consist mostly of Tel West allegations concerning the  
8 First Agreement,<sup>1</sup> Qwest’s alleged conduct during the effective period of the First Agreement and  
9 Qwest’s alleged breach of the First Agreement, Qwest is under no obligation to respond to those  
10 allegations under the truncated time frames prescribed by WAC 480-09-530(2).

11 **ANSWER TO FIRST AMENDED PETITION FOR ENFORCEMENT**

12 Pursuant to RCW 80.04.110, and WAC 480-09-420 and WAC 480-09-530, Qwest answers  
13 the complaint in this matter as follows. Qwest denies all allegations of the complaint not expressly  
14 admitted herein. Qwest may, in the future, amend its answer to conform to the evidence pursuant to  
15 WAC 480-09-530(3).

16 **ANSWER TO INTRODUCTION**

17 1. As to the introductory paragraph of the Amended Petition, Qwest denies all allegations  
18 that it has violated the Current Agreement. For the reasons set forth above, Qwest will not in this  
19 document respond to Tel West’s allegations concerning the First Agreement.

20 **ANSWER TO SECTION I.  
21 (PETITIONING PARTY)**

- 22 2. As to paragraph 1 of the Amended Petition, Qwest admits all allegations set forth therein.  
23 3. As to paragraph 2 of the Amended Petition, Qwest admits all allegations set forth therein.

24 \_\_\_\_\_  
25 <sup>1</sup> For purposes of this answer, the terms “First Agreement” and “Current Agreement” are used as defined by Tel  
26 West in paragraph 2 of the Amended Petition.  
27

1 **ANSWER TO SECTION II.**  
2 **(STATUTES AND RULES AT ISSUE)**

3 4. As to paragraph 3 of the Amended Petition, Qwest does not dispute that this matter,  
4 excluding the objectionable allegations, is appropriate for resolution under a Section 530 Adjudication.  
5 Qwest does not have enough information to respond to Tel West’s request for discovery under WAC  
6 480-09-480.

7 **ANSWER TO SECTION III.**  
8 **(EFFORTS TO RESOLVE DISPUTE)**

9 5. As to paragraphs 4 through 12 of the Amended Petition, Qwest finds itself in a difficult  
10 position. While it does not see the utility of litigating whether Tel West has met its prerequisite obligation  
11 under WAC 480-09-530 to engage in good faith negotiations prior to commencing a Section 530  
12 Adjudication, Qwest is offended by Tel West’s characterization of the parties’ interactions over the past  
13 two years. Qwest has repeatedly met or offered to meet with Tel West to talk through its concerns.  
14 Qwest has assembled teams of employees to respond to Tel West’s complaints and to test Tel West’s  
15 systems. Tel West has rejected nearly all of Qwest’s proposed solutions, has refused to meet on at least  
16 one occasion and has not availed itself of special resources (for instance, a dedicated customer service  
17 representative) provided by Qwest as an accommodation. Furthermore, Tel West implies on at least four  
18 occasions that Qwest and Tel West have reached no resolutions. This too is false. While the exact  
19 details of what was accomplished are subject to ER 408, Qwest can report that it and Tel West came to  
20 successful closure on at least four purportedly-important issues in the month of December 2001.<sup>2</sup> Tel  
21 West’s implications that Qwest has done nothing but block Tel West’s “good faith” efforts to resolve its  
22 concerns are disingenuous.

23 **ANSWER TO SECTION IV.A.**  
24 **(PROVISIONING IN SUBSTANTIALLY THE SAME TIME)**

25 6. As to paragraph 13 of the Amended Petition, the text of the Current Agreement speaks

26 \_\_\_\_\_  
27 <sup>2</sup> If Tel West consents, Qwest would be pleased to present the Commission details on what issues were resolved during this timeframe.

1 for itself and Qwest offers no specific response to Tel West's recitation of provisions from that  
2 agreement. For the reasons set forth above, Qwest will not in this document respond to Tel West's  
3 allegations concerning the First Agreement. Qwest denies Tel West's allegations concerning Qwest's  
4 failure to comply with Section 6.2.3 of the Current Agreement and concerning its performance under  
5 performance metric OP-4C during the relevant period.

6 7. By way of background, OP-4 is one of fifty-three separate performance metrics (known  
7 more precisely as "Performance Indicator Definitions" or "PIDs") collaboratively designed under the  
8 direction of the Regional Oversight Committee ("ROC"). The PIDs were designed as a means to  
9 measure the adequacy of Qwest's service to CLECs and its actual commercial performance in meeting  
10 the requirements of the competitive checklist under Section 271 of the Telecommunications Act.<sup>3</sup>

11 8. OP-4 tracks the average time to install service. Attached hereto as Exhibit A are the  
12 definitional pages for OP-4 and OP-3 (discussed below) from the October 22, 2001 ROC 271 PID  
13 Version 4.0. Also included in Exhibit A is a document entitled Summary of Notes on the Qwest Regional  
14 Performance Results Report December 2000 through November 2001. Such summaries are compiled  
15 by Qwest to document comments to and actions taken by the ROC with regard to particular PIDs. An  
16 accurate understanding of exactly how a particular PID is being tracked and reported requires reading  
17 both PID Version 4.0 and the Summary of Notes.

18 9. With that background, Tel West's allegation that Qwest is not complying with Section  
19 6.2.3 of the Current Agreement (requiring Qwest to provide Tel West telecommunications services in  
20 substantially the same time as it provides such services to itself, its subsidiaries, its affiliates, other resellers  
21 and its retail end users) is unfounded for at least two reasons.

22 10. First, Tel West has selectively directed the Commission to only one (OP-4C for  
23 residential POTS lines) of many measures that tracks Qwest's installation performance each month. OP-

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24 <sup>3</sup> Qwest tracks its commercial data on a regional and a state-by-state basis, both on a CLEC-specific level (which is  
25 held confidential) and an aggregate (all CLECs) level. Each month, two versions of each aggregate state and regional  
26 report (one version organized strictly by PID categories and one version organized by checklist item) are posted for  
27 public inspection on Qwest's external website at <http://www.qwest.com/wholesale/results/index.html>. The page  
appended as Exhibit F to the Amended Petition is an excerpt from the December 24, 2001 CLEC-specific (thus,  
confidential), Washington-specific, PID-organized data report produced by Qwest for Tel West. Additional relevant  
pages from the same data report are attached hereto as confidential Exhibit B.

1 4C, a submeasurement of OP-4, tracks the average installation interval for services not requiring a  
2 technician dispatch. Tel West fails to discuss Qwest's performance under OP-4A and OP-4B, which  
3 track the average installation interval for dispatched orders. This is not surprising given that Qwest  
4 provided superior service to Tel West than it did its own retail customers in November under both  
5 measures. For OP-4A (dispatches within metropolitan statistical areas or "MSAs"), Qwest provisioned  
6 applicable residential orders in average of 3.51 days for Tel West and 4.66 days for Qwest retail  
7 customers in November.<sup>4</sup> See Exhibit B. For OP-4B (dispatches outside MSAs), Qwest provisioned  
8 applicable residential orders in average of 3.17 days for Tel West and 4.50 days for Qwest retail  
9 customers in November. *Id.* Neither does Tel West direct the Commission's attention to Qwest's  
10 performance under OP-3, which measures the percentage of installation commitments met. For  
11 residential lines in November, Qwest met 94.59% of its installation commitments to Tel West for  
12 dispatched orders within MSAs (OP-3A), 100% of its commitments to Tel West for dispatched orders  
13 outside MSAs (OP-3B) and 100% of its commitments to Tel West for non-dispatch orders (OP-3C).  
14 *Id.* Each of these results was superior to or at statistical parity with Qwest's retail results. Review of all  
15 OP-3 and OP-4 measures – rather than review of the isolated subset described by Tel West -- in a given  
16 month is necessary to fairly evaluate Qwest's installation parity performance.

17 11. Second, the single data point relied upon by Tel West (OP-4C for November 2001)  
18 undermines its central argument since Qwest achieved statistical parity in November. While it is true that  
19 the average installation interval was 0.10 days longer for Tel West's residential non-dispatch orders than  
20 for Qwest residential non-dispatch orders, the analysis does not end there. Instead, statistical analysis of  
21 the results must be done (and is done by Qwest and shown in the data reports) to evaluate whether the  
22 differential reported is statistically significant. If a statistically significant disparity does not exist,  
23 performance is at parity under the FCC's analysis.<sup>5</sup>

24 \_\_\_\_\_  
25 <sup>4</sup> Qwest's undersigned counsel spoke with counsel for Tel West on January 17, 2002 and confirmed that Tel West  
26 does not consider the data appearing in the CLEC result, Qwest result, Z score or parity score columns of Tel West's  
27 data report confidential. It is based on this consent that Qwest is discussing these results in the body of this answer.

<sup>5</sup> *In the Matter of the Application by Bell Atlantic New York for Authorization under Section 271 of the  
Communications Act to Provide In-region InterLATA Service in the State of New York, 15 FCC Rec'd. 5953 (1999),  
("New York Order") ¶ 58* ("In this case, we conclude that to the extent there is no statistically significant difference  
between Bell Atlantic's provision of service to competitive LECs and its own retail customers, we need not look

1           12.     Qwest's statistical analyses to determine whether apparent disparities are, in fact,  
2 statistically significant are reflected in its monthly ROC 271 Results Reports. Qwest's statistical approach  
3 is based on statistical methods the FCC has accepted, for example in the New York Order. Under these  
4 standards, if the Z score (shown in the ninth column of the OP-4C data chart) is higher than +1.645, retail  
5 performance is better than wholesale performance by a statistically significant margin. The same is true if  
6 the parity score (shown in the tenth column) is a positive number.<sup>6</sup> For November, the apparent disparity  
7 of 0.10 days for OP-4C is shown to NOT be statistically significant (the Z score is 1.33; the parity score  
8 is -0.19). *See Exhibit B.* As such, Tel West's only evidence proves the exact opposite of its  
9 conclusion; for that reason. The allegations set forth in Section IV.A. of the Amended Petition should be  
10 dismissed from this proceeding.

11           13.     As to paragraph 14 of the Amended Petition, for the reasons set forth above, Qwest will  
12 not in this document respond to Tel West's allegations concerning the First Agreement. To the extent Tel  
13 West's allegations in that paragraph pertain to periods on or following October 31, 2001, Qwest refers  
14 the Commission to paragraphs 6 through 12 of this answer.

15           14.     As to paragraph 15 of the Amended Petition, Qwest has no first hand knowledge of what  
16 steps, if any, Tel West has taken to confirm that its practices, procedures, employees, facilities or  
17 equipment are not responsible for alleged provisioning disparities, and therefore denies the same. For the  
18 reasons set forth above, Qwest will not in this document respond to Tel West's allegations regarding the  
19 December 13, 2001 test as Qwest believes that information is subject to Evidence Rule 408.

20           15.     As to paragraph 16 of the Amended Petition, Qwest denies all allegations set forth  
21 therein. Tel West has not specifically described the quantity or quality of its alleged financial losses, nor  
22 how it computes the cost of calls to Qwest's service center.

23           16.     As to paragraph 17 of the Amended Petition, Qwest lacks specific information to  
24 determine whether Tel West has lost business due to alleged provisioning delays and therefore denies the

25 \_\_\_\_\_  
further.”).

26 <sup>6</sup> Attached hereto as Exhibit C is a report entitled “Understanding Qwest's 271 Statistical Reports.” This  
document describes the statistical methodology underlying Qwest's performance metrics.

1 same. For the reasons set forth above, Qwest will not in this document respond to Tel West's allegations  
2 concerning occurrences prior to the effective date of the Current Agreement. Tel West bears the burden  
3 of proof to specifically describe facts demonstrating Qwest's failure to comply with the Current  
4 Agreement. Tel West has not identified the timing of the incident described at page 5, lines 19-25, and  
5 Qwest presumes that this alleged incident occurred prior to October 31, 2001. Should this matter be  
6 clarified by Tel West as having occurred on or after October 31, 2001 or should the Commission deny  
7 Qwest's motion to strike or convert this matter to a generic complaint proceeding, Qwest will respond to  
8 those specific allegations. Qwest denies that it lacks incentive to provide CLECs parity installation  
9 service. Finally, Tel West's allegations that it is losing or has lost customers to Qwest as a result of  
10 Qwest's failure to provide Tel West service in substantially the same time as it provides its retail  
11 customers is undermined by the Amended Petition itself. In a later section of the Amended Petition when  
12 it serves Tel West's argument to portray the differences in its and Qwest's customer bases, Tel West  
13 states, "Tel West serves the portion of the residential customer market that is unable, for credit or  
14 payment reasons, to obtain service directly from Qwest." *Amended Petition*, ¶ 26. If so, Tel West  
15 cannot be losing customers to Qwest.

16 **ANSWER TO SECTION IV.B.**  
17 **(PROVISIONING IN SUBSTANTIALLY THE SAME MANNER)**

18 17. As to paragraph 18 of the Amended Petition, the Current Agreement speaks for itself and  
19 Qwest offers no specific response to Tel West's recitation of provisions from that agreement. For the  
20 reasons set forth above, Qwest will not in this document respond to Tel West's allegations concerning the  
21 First Agreement. Qwest denies all other allegations set forth in that paragraph and calls the Commission's  
22 attention to the fact that, contrary to WAC 480-09-530(1)(a), Tel West has failed to allege specific facts  
23 in that paragraph demonstrating Qwest's failure to comply with the Current Agreement. Until it does so,  
24 Qwest is under no obligation to respond.

25 18. As to paragraph 19 of the Amended Petition, Qwest denies that Tel West is not able to  
26 request nonstandard installation intervals. Qwest offers CLECs a specific process for requesting and  
27 receiving expedited installation intervals. Those processes are publicly available on Qwest's website at

1 <http://www.qwest.com/wholesale/clecs/exesclover.html>. Attached hereto as Exhibit D is a paper copy  
2 of the website pages describing these processes. CLECs can and do request expedited treatment under  
3 appropriate circumstances. Tel West's allegation that it "cannot request nonstandard provisioning  
4 intervals" (*Amended Petition*, ¶ 19) is knowingly false since Tel West has, on many occasions,  
5 requested and received expedited, nonstandard installation intervals. In fact, between November 1, 2001  
6 and December 31, 2001, Tel West received expedited intervals on [CONFIDENTIAL INSERT NO.  
7 1]. Finally, Tel West's allegations in that paragraph that its inability to request nonstandard provisioning  
8 intervals gives Qwest "a provisioning advantage it can use to win customers" is undermined by two facts.  
9 First, as quoted above, Tel West alleges in paragraph 26 of the Amended Petition that it does not  
10 compete with Qwest for customers since Tel West serves customers who cannot obtain service from  
11 Qwest. Second, as described in paragraph 12 above, Qwest's November 2001 performance data (the  
12 only data available relating to the effective period of the Current Agreement) shows Qwest has provided  
13 Tel West parity installation service in terms of installation commitments met (OP-3A, OP-3B and OP-  
14 3C) and average installation interval (OP-4A, OP-4B and OP-4C).

15 19. As to paragraph 20 of the Amended Petition, Tel West overstates the auto-population  
16 capabilities of SONAR (Qwest's retail ordering system). Qwest denies that [CONFIDENTIAL  
17 INSERT NO. 2]. In addition, Tel West implies that its interface with Qwest's OSS does not allow  
18 auto-population of data. That is false. Qwest's IMA-GUI system (discussed in detail below) is capable  
19 of auto populating multiple fields in the creation of a CLEC's local service request ("LSR"), including, but  
20 not limited to, validated address information,<sup>7</sup> reserved telephone numbers, reserved appointments and, in  
21 many cases, the end user's account number. In addition, in most cases when an LSR requests the  
22 conversion of a Qwest account to a CLEC account with similar or the same services, IMA allows for the  
23 automatic population of account product and feature information. Finally, in response to Tel West's  
24 allegation that Qwest's SONAR system's auto population of data "gives Qwest retail a significant

25 \_\_\_\_\_  
26 <sup>7</sup> If a CLEC goes through the pre-ordering function of validating the end user's address, IMA-GUI will store that  
27 address (and up to 9 others) and provide them in a drop-down in the address field of the LSR. If the CLEC chooses the  
applicable address from the drop-down, that address is then auto-populated in all other address fields in the LSR.



1 competitive advantage,” Qwest again refers the Commission to the fact that the relevant performance  
2 data shows Qwest is providing Tel West provisioning intervals substantially in the same time, as required  
3 by Section 6.2.3 of the Current Agreement.

4 20. As to paragraph 21 of the Amended Petition, Qwest denies that Tel West needs or is  
5 entitled to direct access to all internal Qwest systems and features. The allegations set forth in that  
6 paragraph are not specific enough to respond to in a precise manner. However, to the extent Tel West is  
7 implying that Qwest is breaching Section 6.2.3 of the Current Agreement by providing Tel West  
8 “mediated access” – as opposed to direct access to all Qwest internal systems – Tel West is incorrect, as  
9 a matter of well-settled law and as a matter of practicality.

10 21. Tel West uses the interconnect mediated access (“IMA”) system to submit LSRs to  
11 Qwest. IMA is an electronic interface provided to CLECs for initiating pre-ordering queries, such as  
12 viewing a customer service record and for submitting ordering transactions (the LSRs). IMA has been in  
13 operation for over five years and is used extensively by a large number of CLECs across the Qwest  
14 region. IMA can be accessed in two ways: either via a computer-to-computer electronic data  
15 interchange (“EDI”) interface or via a graphical user interface (“GUI”). The IMA-GUI interface, which  
16 Qwest believes Tel West uses, allows a CLEC to access IMA functions using only a web browser,  
17 appropriate authorization and a connection to the Internet. IMA-GUI provides CLECs with the ability to  
18 generate a multitude of pre-ordering queries<sup>8</sup> and to submit LSRs for a wide variety of products.<sup>9</sup>

19 22. In the First Report and Order,<sup>10</sup> the FCC ordered ILECs to provide access to pre-  
20 ordering, ordering, provisioning, maintenance and repair, and billing functions. The order includes an  
21 extensive discussion of the need for electronic ordering interfaces and of the value of using national

22 \_\_\_\_\_  
23 <sup>8</sup> Pre-ordering functions include the following: Qualify Unbundled Loop, Validate Address, Review CSR (Customer  
24 Service Record), Schedule Appointment, Reserve Telephone Numbers, Service Availability, Check Facility Availability,  
25 Validate CFA (Connecting Facility Assignment), Meet Point Query.

26 <sup>9</sup> Supported products include the following: Unbundled Loop, including Unbundled Feeder Loop, Unbundled  
27 Distribution Loop, and various combinations with Local Number Portability; Shared Loop; Centrex; Private Line; Public  
Access Line; ISDN PRI Facility or Trunk; Resale POTS; Designed Trunks; PBX; Local Number Portability; Interim  
Number Portability; Qwest DSL (or “MegaBit”); Unbundled Digital or Analog Trunk, Trunk Port Facility, Line-side  
Switch Port; Resale Frame Relay; UNE-C; UNE-P – POTS or ISDN BRI; Directory Listing; and Unbundled DS1 or  
Analog DID/PBX Trunk or Trunk Port Facility.

<sup>10</sup> *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC  
Docket No. 96-98, *First Report and Order*, FCC 96-325 (rel. Aug. 8, 1996).

1 standards for these interfaces. In paragraph 527 of the order, the FCC stated the following: “Ideally,  
2 each incumbent LEC would provide access to support systems through a nationally standardized  
3 gateway. Such national standards would eliminate the need for new entrants to develop multiple interface  
4 systems, one for each incumbent.” In its New York Order, the FCC specifically endorsed Bell Atlantic’s  
5 provision of EDI and GUI access to its OSS and found that Bell Atlantic provided nondiscriminatory  
6 access to OSS pre-ordering functions.<sup>11</sup> Thus, Tel West’s implication that mediated access (such as the  
7 IMA-GUI system it uses) is inherently discriminatory is incorrect as a matter of law.

8 23. Practically, the IMA-GUI system provides CLECs with advantages they would not enjoy  
9 if they had direct access to Qwest’s systems. As directed by the FCC, IMA has been developed in  
10 compliance with the Ordering and Billing Forum Local Service Ordering Guidelines (“LSOG”). As such,  
11 IMA provides CLECs with an interface that complies with national standards and guidelines.

12 **[CONFIDENTIAL INSERT NO. 3]** IMA bridges the difference in field and data values for the  
13 CLEC by matching the LSOG LSR fields to Qwest internal service order fields. **[CONFIDENTIAL**  
14 **INSERT NO. 4]** IMA effectively communicates with the appropriate Qwest back office systems and  
15 negates the need for a CLEC to understand, access, and use the multitude of different Qwest systems.  
16 Instead, CLECs are able to access one interface with one set of screens and one set of functions. In  
17 addition, as discussed above, the IMA-GUI allows for further ease of use by auto-populating appropriate  
18 fields. Lastly, IMA also allows Qwest to provide the appropriate security and access to CLEC and  
19 Qwest proprietary data, such as customer information and other proprietary network information.  
20 Qwest’s ability to maintain the integrity of its systems and to control access to proprietary data relies in  
21 part on the use of IMA.

22 **ANSWER TO SECTION IV.C.**  
23 **(ACCESS TO OPERATOR SERVICE AND DIRECTORY ASSISTANCE)**

24 24. As to paragraphs 22 through 27 of the Amended Petition generally, there are several  
25 provisions in the Current Agreement and Qwest’s retail tariffs that are relevant to the issues raised in those

26 \_\_\_\_\_  
27 <sup>11</sup> *New York Order, at ¶¶ 128, 131, 158, 159.*

1 paragraphs. The Current Agreement states, at section 6.1.1, "[a]ll Qwest retail Telecommunications  
2 Services are available for resale from Qwest and will include terms and conditions (except prices) in  
3 Qwest's applicable product Tariffs, Catalogs, Price Lists, or other retail Telecommunications Services  
4 offerings." Thus, Qwest will provide services to Tel West under the same terms and conditions that it  
5 provides services to its end users. The Current Agreement also specifically requires Tel West to pay for  
6 those services that its end users activate that are billed on a per use or per activation basis. Section 6.3.5  
7 states that "CLEC agrees to pay Qwest when its end user activates any services or features that are billed  
8 on a per use or per activation basis . . . ." Qwest's retail price list contains a provision that clearly states  
9 that directory assistance is charged on a per use basis. *Qwest's Exchange and Network Services Price*  
10 *List, Section 6.2.4.* The same is true for operator services. *Id. at Section 6.2.1.*

11 25. As to paragraph 22 of the Amended Petition, Qwest denies all allegations set forth  
12 therein. In that paragraph, Tel West mischaracterizes the ordering process for resold local services and  
13 implies that Tel West service representatives have the option of ordering or not ordering directory  
14 assistance or operator services. In fact, they do not have that option, just as Qwest's retail customers do  
15 not have that option. What Qwest's customers receive as a part of their local service is *access to*  
16 *operator services and directory assistance, not the services themselves.* The services, if used by the  
17 customer, result in separate charges on their bill, on a per use basis.<sup>12</sup> Some of Qwest's retail customers  
18 may never avail themselves of operator services or directory assistance, or may go months between using  
19 them. If Qwest's retail customers do not use operator services and directory assistance, they are not  
20 charged for them. Tel West is treated, not just similarly, but identically, by Qwest. Qwest does not force  
21 Tel West to accept operator services or directory assistance. However, if Tel West's customer's use  
22 those services, charges are incurred on their line, and, in accordance with the clear provisions of the  
23 Current Agreement, Tel West is billed for the services its customers use.

24 26. As to paragraph 23, Qwest denies all allegations set forth therein. Tel West misinterprets

25 \_\_\_\_\_  
26 <sup>12</sup> Qwest's operator services and directory assistance are both competitively classified services in Washington.  
27 Thus, consumers may choose service providers other than Qwest. The only exception is that a customer's first call to  
directory assistance in each billing cycle is free. This "one free call" is contained in the tariff. *WN U-40, Section 6.2.4.*

1 the effect of Section 6.2.9 of the Current Agreement. That agreement does state that "if Qwest provides  
2 and CLEC accepts Qwest's directory assistance or operator services" on resold lines. Tel West claims  
3 that this language makes the provision and acceptance of these services optional, and that the provision  
4 anticipates that Tel West may want to use an alternative OS and DA provider or no provider at all. Tel  
5 West is correct. Tel West does have an option to use another provider for OS and DA or to not allow  
6 its customers to access those services at all. However, those options are not free. Tel West has the  
7 option of ordering Customized Routing (Current Agreement, Section 9.12) which would allow Tel West  
8 to direct its subscribers' calls to an alternative OS and/or DA provider. Alternatively, Tel West has the  
9 option of purchasing, from Qwest's retail tariff, various blocking services that block access to certain  
10 types of operator assisted calls. Qwest offers those services to Tel West, under the terms of the Current  
11 Agreement, at the retail rate, less the applicable wholesale discount. Finally, Tel West can tell its  
12 customers that they are not permitted to access these services, and can take appropriate remedial action  
13 against those customers who violate that restriction.

14 27. As to paragraph 24 of the Amended Petition, Qwest denies all allegations set forth  
15 therein. The discussion in that paragraph concerns Tel West's theory that because there are separate  
16 ordering provisions for operator services and directory assistance in the Current Agreement, Sections  
17 10.5.4 and 10.7.4, it necessarily follows that those ordering provisions are the only way a carrier can  
18 obtain operator services and directory assistance from Qwest. Tel West further claims that there would  
19 not be separate ordering procedures if the services were required to be bundled. Tel West is simply  
20 wrong. Qwest has an obligation to provide nondiscriminatory access to directory assistance services and  
21 operator call completion services under Section 271(c)(2)(B)(vii)(II) and (III). The provisions in Section  
22 10.5 and 10.7 of the Current Agreement fulfill that obligation for carriers who do not purchase resold  
23 services from Qwest, but who nevertheless want access to these ancillary services. Thus, the fact that  
24 there are separate ordering provisions that apply to some carriers does not mean that Tel West does not  
25 obtain access to these services any other way.

26 28. As to paragraph 25 of the Amended Petition, Qwest denies all allegations set forth  
27 therein. Pursuant to Section 6.1.1 of the Current Agreement, Tel West obtains access to operator

1 services and directory assistance when it purchases the basic residential or business exchange line for  
2 resale, in the same manner as Qwest's retail customers.

3 29. As to paragraph 26 of the Amended Petition, Qwest denies all allegations set forth  
4 therein. Tel West offers up a number of unsubstantiated allegations in this paragraph that Qwest cannot  
5 confirm or deny from first hand knowledge. Nor does Tel West describe any efforts it takes or may have  
6 taken in the past to bill its customers for charges that they have incurred. In any event, Tel West is  
7 obligated, under Section 6.3.5 of the Current Agreement, to pay Qwest for these services.

8 30. As to paragraph 27 of the Amended Petition, Qwest denies all allegations set forth  
9 therein. Tel West claims that Qwest "improperly" requires it to order blocking features from the Qwest  
10 tariff. This is not improper, but rather is what is required under the resale provisions of the Act and the  
11 Current Agreement. Qwest does not offer blocking services to its retail customers for free, and will not  
12 do so for Tel West. To do so would be a violation of Qwest's retail tariff. Further, Tel West alleges that  
13 Dial Lock costs Tel West \$3.95 per line, per month. This is not true, as Qwest applies the wholesale  
14 discount to that tariffed rate when it bills Tel West.

15 **ANSWER TO SECTION IV.D.**  
16 **(EQUAL IN QUALITY)**

17 31. As to paragraph 28 of the Amended Petition, the text of the Current Agreement speaks  
18 for itself and Qwest offers no specific response to Tel West's recitation of provisions from that  
19 agreement. For the reasons set forth above, Qwest will not in this document respond to Tel West's  
20 allegations concerning the First Agreement. Qwest denies that it provides inferior customer service to Tel  
21 West and that it has failed to comply with Section 6.2.3 of the Current Agreement. Tel West's allegation  
22 that all wholesale customer service representatives are independent contractors, while their retail  
23 counterparts are all Qwest employees, is false. On both the wholesale and retail sides of the business,  
24 Qwest utilizes a mix of employees and contractors to perform customer service functions. As to Tel  
25 West's unsubstantiated allegations that Qwest's wholesale customer service representatives are "poorly  
26 trained, relatively inexperienced, low-paid and not able to solve Tel West's problems as efficiently as  
27 Qwest retail," Qwest denies the same. Qwest dedicates significant resources to ensuring quality

1 customer service for both its wholesale and retail operations. With regard to its wholesale customer  
2 service team, each new service delivery coordinator (“SDC”) is provided six to eight weeks of training.  
3 Following the SDC’s release from training, a “nesting” process begins whereby the new SDC is  
4 partnered with an experienced SDC to shadow and learn from until a level of comfort and competency is  
5 achieved. When a new process, method or procedure is defined and readied for deployment, the  
6 assigned process specialist will contact the training staff to discuss appropriate training needs. Depending  
7 upon the complexity of the new process, method or procedure, training is provided either by a broadcast  
8 communication or by actual training sessions. After such training, it is not uncommon for an interim quality  
9 assurance process to be employed to check the SDC’s accuracy on the new process, method or  
10 procedure. In addition to the extensive training and nesting processes, Qwest has implemented multiple  
11 levels of ongoing quality checks, including call monitoring by coaches (each SDC is monitored at least five  
12 times per month) and database ticket sampling. To the extent errors are found, immediate feedback is  
13 provided to the SDC. Finally, broadcast communications are used to update all SDCs of new  
14 procedures, to communicate information regarding community-wide issues and to educate SDCs on  
15 common misunderstandings regarding specific processes, methods or procedures. The remaining  
16 allegations set forth in paragraph 28 are too general to allow for precise response. Qwest denies all such  
17 allegations.

18         32. As to paragraph 29 of the Amended Petition, Qwest is not able to and will not respond  
19 to Tel West’s imprecise, generalized and groundless allegations other than to deny all allegations set forth  
20 therein. Should Tel West proffer more specific, meaningful allegations, Qwest will respond accordingly.

21         33. As to paragraph 30 of the Amended Petition, Qwest denies Tel West’s apparent  
22 assertion that Qwest can only comply with Section 6.2.3 of the Current Agreement if it provides direct  
23 access to its retail customer service staff. While this seems self-evident, the terms “at least equal in  
24 quality” does not require access to the same group of employees. To the contrary, both Qwest’s CLEC  
25 and retail customers are better served by a bifurcation of customer service responsibilities between those  
26 two groups since each group is more equipped and able to respond to the particular needs of its customer  
27 base.

1 **ANSWER TO SECTION IV.E.**  
2 **(BILLING DISPUTES)**

3 34. As to paragraph 31 of the Amended Petition, the text of the Current Agreement speaks  
4 for itself and Qwest offers no specific response to Tel West's recitation of provisions from that  
5 agreement. For the reasons set forth above, Qwest will not in this document respond to Tel West's  
6 allegations concerning the First Agreement. Tel West, despite its burden to specifically plead allegations  
7 demonstrating Qwest's breach of the Current Agreement, has not made clear which allegations set forth  
8 in paragraph 31 apply to time periods on or after October 31, 2001, the effective date of the Current  
9 Agreement. Qwest will await proper clarification of Tel West's allegations before responding.

10 **ANSWER TO SECTION V.**  
11 **(DISCOVERY)**

12 35. As to paragraph 32 of the Amended Petition, Qwest does not yet have enough  
13 information to determine whether discovery is appropriate should this matter proceed. That said, Qwest  
14 believes it would be appropriate for this proceeding to be immediately dismissed in its entirety since Tel  
15 West has failed to identify even a single, nonobjectionable fact connoting that Qwest has failed to comply  
16 with the Current Agreement. The Section 530 Adjudication process was not established so that CLECs,  
17 after settlement negotiations have not concluded to their satisfaction, can file groundless and frivolous  
18 complaints as a means for seeking discovery rights in order to search for evidence that may show  
19 noncompliance by that co-provider. Qwest believes that is exactly the posture of this case and asks that  
20 the Commission dismiss the case without the need for further proceedings.

21 **ANSWER TO SECTION VI.**  
22 **(RELIEF REQUESTED)**

23 36. As to paragraph 33(a) of the Amended Petition, Qwest believes that this matter should  
24 be immediately dismissed. If it is not, Qwest believes that this matter may proceed under WAC 480-09-  
25 530 assuming Qwest's motion to strike (filed contemporaneously) is granted in full. Should it not be,  
26 Qwest believes that this matter must be converted to a generic complaint proceeding given the narrow  
27 scope of the Section 530 Adjudication process.

1 37. As to paragraph 33(b) of the Amended Petition, if this matter is not immediately  
2 dismissed, Qwest agrees with the relief sought by Tel West in that paragraph.

3 38. As to paragraph 33(c) of the Amended Petition, if this matter is not immediately  
4 dismissed, Qwest agrees with the relief sought by Tel West in that paragraph.

5 39. As to paragraphs 33(d)(1)-(10) of the Amended Petition, Qwest believes that the  
6 Commission should not grant the relief requested therein and that Tel West should take nothing by way of  
7 its Amended Petition.

8 **AFFIRMATIVE DEFENSES**

9 40. Tel West fails to state a claim upon which relief can be granted.

10 41. Tel West's claims are barred by the doctrines of estoppel.

11 42. Some or all of Tel West's claims are barred for lack of jurisdiction.

12 43. Injunctive relief is not available to Tel West and the Commission lacks jurisdiction to  
13 award the same.

14 44. At all relevant times, Qwest acted in conformance with its tariffs, applicable Commission  
15 Orders, and state and federal law.

16 45. Because a portion of the claims contained in the Amended Petition concern matters  
17 unrelated to the Current Agreement, those extraneous claims must be stricken or the case must be  
18 converted to a generic, non-expedited complaint proceeding.

19 46. Tel West's complaint is non-compliant with WAC 480-09-530 and should either be  
20 dismissed or returned by the Commission to Tel West for correction pursuant to WAC 480-09-420(2).

21 WHEREFORE, having answered the Amended Petition, Qwest requests that the Amended  
22 Petition be dismissed with prejudice; that petitioner take nothing by its Amended Petition; and that Qwest  
23 be awarded such further relief as the Commission may deem proper.

24 RESPECTFULLY SUBMITTED this \_\_\_\_\_ day of January, 2002.

25 QWEST  
26  
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2 Adam Sherr, WSBA #25291  
3 Qwest  
4 1600 7<sup>th</sup> Avenue, Room 3206  
5 Seattle, WA 98191  
6 Phone: (206) 398-2500  
7 *Attorneys for Qwest*

**VERIFICATIONS**

8 I, Virginia Sakal, am a Senior Service Manager for Qwest Corporation. I have read the  
9 foregoing Answer to First Amended Petition for Enforcement and Qwest's Motion to Strike Allegations  
10 from First Amended Petition for Enforcement and I declare, under penalty of perjury under the laws of  
11 the State of Washington, that the facts set forth in paragraph 5 of the foregoing answer and in Confidential  
12 Insert No. 1 to the motion to strike are true and correct.

13 DATED January \_\_\_\_\_, 2002, at Denver, Colorado.

14 \_\_\_\_\_  
15 Virginia Sakal

16  
17  
18  
19 I, Michael G. Williams, am a Senior Manager for Legal Issues for Qwest Corporation. I have  
20 read the foregoing Answer to First Amended Petition for Enforcement and I declare, under penalty of  
21 perjury under the laws of the State of Washington, that the facts set forth in paragraphs 6-12 and the  
22 documents attached hereto as Exhibits A through C are true and correct.

23 DATED January \_\_\_\_, 2002 at Salt Lake City, Utah.

24  
25 \_\_\_\_\_  
26 Michael G. Williams

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6 I, Lynn V. Notarianni, am a Director of Information Technology for Qwest Corporation. I have  
7 read the foregoing Answer to First Amended Petition for Enforcement and I declare, under penalty of  
8 perjury under the laws of the State of Washington, that the facts set forth in paragraphs 19 through 22 are  
9 true and correct.

10 DATED January \_\_\_\_\_, 2002, at Denver, Colorado.

11 \_\_\_\_\_  
12 Lynn V. Notarianni

13  
14  
15  
16  
17 I, Theresa A. Jensen, am the Washington Director of Regulatory Affairs for Qwest Corporation.  
18 I have read the foregoing Answer to First Amended Petition for Enforcement and I declare, under penalty  
19 of perjury under the laws of the State of Washington, that all paragraphs of the foregoing answer not  
20 previously verified are true and correct.

21 DATED January \_\_\_\_\_, 2002, at Seattle, Washington.

22 \_\_\_\_\_  
23 Theresa A. Jensen