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1 BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION

2 COMMISSION

3

In the Matter of the)

4 Investigation into)

)

5 U S WEST COMMUNICATIONS, INC.'s) Docket No. UT-003022

) Volume XXIII

6 Compliance with Section 271 of) Pages 3336 - 3426

the Telecommunications Act of)

7 1996)

8 In the Matter of)

)

9 U S WEST COMMUNICATIONS, INC.'s) Docket No. UT-003040

) Volume XXIII

10 Statement of Generally) Pages 3336 - 3426

Available Terms Pursuant to)

11 Section 252(f) of the)

Telecommunications Act of 1996)

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A workshop in the above matter was held on

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March 15, 2001, at 8:45 a.m., at 1300 South

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Evergreen Park Drive Southwest, Olympia, Washington,

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before Administrative Law Judge ROBERT WALLIS.

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The parties were present as follows:

19

AT&T, by RICHARD S. WOLTERS, Senior Attorney,

20 1875 Lawrence Street, Suite 1575, Denver, Colorado

80202.

21

AT&T, by DOMINICK SEKICH, Senior Attorney,

22 1875 Lawrence Street, Suite 1500, Denver, Colorado

80202.

23

QWEST CORPORATION, by JOHN L. MUNN, Senior

24 Attorney, and ANDREW CRAIN, Corporate Counsel, 1801

California Street, Suite 4900, Denver, Colorado 80202.

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1 WORLDCOM, INC., by ANN E. HOPFENBECK, Senior
2 Attorney, 707 17th Street, Suite 3600, Denver, Colorado
3 80202.

4 XO, INC., ADVANCED TELECOM GROUP, INC.,
5 ELECTRIC LIGHTWAVE, INC., by GREGORY J. KOPTA, Attorney
6 at Law, Davis Wright Tremaine, LLP, 1501 Fourth Avenue,
7 Suite 2600, Seattle, Washington 98101.

8 SPRINT, by BARBARA YOUNG, Group Regulations
9 Manager, 902 Wasco Street, Hood River, Oregon 97031.

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Kathryn T. Wilson, CCR

Court Reporter

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P R O C E E D I N G S

JUDGE WALLIS: Let's be on the record for the March 15, 2001, session in the matter of Commission Dockets UT-003022 and 3040. We'll begin this morning's session by noting that Exhibit No. 618 has been moved for admission. Is there any objection? Let the record show there is no objection, and the late-filed Exhibit 618 has been received, and it is received in evidence.

The beginning of this morning's session was set aside on Monday for argument on several pending motions. I understand that those have largely been dealt with by the parties, and I'll ask Ms. Anderl for a report on the status of those motions for the record.

MS. ANDERL: Thank you, Your Honor. There are three motions: an AT&T motion to strike portions of Qwest's brief; Qwest's motion to strike portions of AT&T's brief, and then an XO motion. The two AT&T/Qwest motions, we've stipulated with AT&T there will be no argument on those, and we would ask the ALJ to decide those issues on the paper record.

With regard to the XO motion, what we've agreed with XO and the other parties who supported XO is as follows: That Qwest will withdraw its objection to the admissibility of the three documents that XO has proposed as exhibits for the collocation portion of the

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1 Workshop No. 2, and that XO will not press for further
2 proceedings in connection with collocation
3 specifically, but rather the issue that's really raised
4 by the motion is one that's better discussed in the
5 general terms and conditions portion of the workshop in
6 terms of which provisions, SGAT's, policies, or other
7 take precedence over others, and with that, we think
8 there doesn't need to be any argument, and in fact,
9 that would be a stipulated resolution of the issues
10 raised in the motion as well.

11 JUDGE WALLIS: For XO?

12 MR. KOPTA: Yes. That's certainly what
13 Ms. Anderl and I discussed and what we agreed to.
14 Although, I would say that the issues are a little bit
15 broader in which takes precedence, but those issues, I
16 think, we can properly deal with in the general
17 conditions section of the future workshops simply
18 because it cuts across all substantive areas of the
19 SGAT, and it's not specific to collocation, so we are
20 fine with waiting until future workshops that address
21 the issues we believe are raised by those documents.

22 JUDGE WALLIS: Very well. Is there any
23 further comment on that? Thank you very much, both of
24 you.

25 There are a couple of matters that AT&T would

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1 like to address. Why don't we do that now and then we
2 will move on to the Qwest matters. Mr. Wilson?

3 MR. WILSON: Thank you, Your Honor. The
4 first issue goes back to issue EEL 12. We had a brief
5 discussion yesterday on this issue, but there were some
6 other questions I had of Qwest after rereading
7 Paragraph 9.23.3.7. In that paragraph, we discussed
8 somewhat yesterday, but I believe it raises a couple of
9 additional questions and may need some language
10 changes. I'm not sure they will be controversial, but
11 we will see.

12 The first question is the paragraph talks
13 about DS-0, and DS-1s and DS-3 defined EEL products,
14 and I want to know from Qwest exactly what is the
15 conception of those as products.

16 MS. STEWART: The conception that has been
17 designed for those products is what we would believe to
18 be the most common application of the products. It
19 doesn't mean that it's an exclusive list of all
20 technically feasible applications, but by and large,
21 the applications for the EEL assume that there is a
22 facility, a loop or a link that begins at the end user
23 customer prem, would go into a Qwest wire center, would
24 be connected to Qwest transport that would go out of
25 that wire center to a remote location or be connected

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1 to, in some cases, a MUX, and therefore, some type of
2 typically DS-3-type facility that would go into a
3 collocation cage. But the most common application that
4 we saw at the time the product was initially developed
5 was the application where it would go from the end user
6 to the central office, be connected to transport. That
7 would take it out of the office, primarily because the
8 FCC focused on applications of EEL's being how do you
9 reach an end user when you are not collocated in that
10 office, so that's why we looked at that as being our
11 primary application. Did that answer the question,
12 Ken?

13 MR. WILSON: Yes. That's kind of what I
14 thought. The issue I would like to raise is that a
15 common application of EEL would be connecting loops to
16 an existing transport from that wire center to the CLEC
17 wire center and using some multiplexing in the office
18 to do that. And since we have defined transport up
19 through -- I can't remember if it's OC-3 or OC-12 or
20 OC-48 -- what I'm envisioning is the CLEC sets up
21 transport through the transport UNE, say, at OC-3 level
22 and starts adding DS-1s and DS-3 loops to that OC-3 for
23 transport back to its wire. So in effect, you can have
24 unbundled loops and unbundled transport which are put
25 together and then become EEL, so since we have defined

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1 transport at higher levels than DS-3, it doesn't seem
2 correct to limit the quote, "product," of EEL to DS-3,
3 because obviously, with existing products, I can put an
4 EEL together with higher bandwidths.

5 MS. STEWART: Qwest does not intend to limit
6 the EEL product only to these bandwidths. First of
7 all, we do have an EEL product that is a multiplexed
8 EEL product, and it's very similar to what Mr. Wilson
9 was describing. It does assume that the transport goes
10 in as part of an EEL order versus a conversion of the
11 additional facilities, and we can talk through that if
12 we need to, but we do have the multiplex deal, which
13 would have a high-capacity transport coming into a MUX,
14 and at that point, individual links or loops could be
15 added as needed and required into that multiplexing, so
16 that product is contemplated.

17 Our intent here was that we developed looking
18 at the most common applications that we envisioned or
19 had inquiries about. We did not intend to limit the
20 product to only those bandwidths. The special request
21 process can be used for the first time that a CLEC
22 wants to establish that type of connection at a higher
23 bandwidth. As part of the special request process,
24 they would receive the information that would be
25 necessary for any other subsequent orders that would

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1 include that higher bandwidth. So we are intending to
2 specifically limit the product to just these
3 bandwidths.

4 MR. WILSON: This looks like a good case in
5 point where the product concept kind of breaks down,
6 because I can order an OC-3, let's say, as transport to
7 my collocation cage going out to my wire center from
8 your wire center. I can order loops up to DS-3, and I
9 can get multiplexing of various types, and it just
10 seems to me like there are or already orders or order
11 forms or quote, even your products available whereby I
12 can put together an EEL that would be higher than a
13 DS-3 EEL that's defined here. You say in an EEL
14 product, but I believe there are LSR's and ASR's
15 available that I can put together something that's
16 bigger than what you are saying here.

17 MS. STEWART: I'm not saying that there
18 aren't other options within the SGAT where you can
19 create the functional equivalent of the EEL. As
20 Mr. Wilson indicated, he could order higher bandwidth
21 transport. He could order different type of loop
22 facilities, and yes, he could ask for those to be
23 combined - "Here's two UNE's. Make a combination for
24 me." He would be able to do that. What our intent was
25 with the EEL product was a process where particularly

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1 for conversions of in-place UNE's that we would have a
2 process that let existing private line or special
3 access circuits that qualify with the significant
4 amount of local exchange be converted in kind of an
5 easier clean process versus having to do a, "Here's
6 these various UNE's and please build them for me," but
7 Mr. Wilson is correct. There is nothing that precludes
8 him from ordering the individual products and then
9 indicating he wants them to be provisioned as a
10 combination.

11 MR. WILSON: I think given that, that I would
12 suggest maybe a slight change to this paragraph. When
13 it starts DS-0, DS-1, and DS-3, I think I would put
14 before that something like, "In addition, DS-0, DS-1,
15 and DS-3 bandwidths are defined products." Because I
16 think your defined product is more meant to be kind of
17 a DS-1 to DS-1. DS-1 loop coming in, DS-1 transport
18 going out, DS-3 loop in, DS-3 loop. We discussed
19 yesterday that a multiplexer is an additional order,
20 and I don't think it's really that connected to what
21 you are calling products here. So I'm not sure that
22 you would even have a problem with that, but I'll let
23 you speak to that.

24 MS. STEWART: We can add that language.

25 MS. WICKS: WorldCom wants to support AT&T in

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1 their proposal in this whole line of logic. It's been
2 WorldCom's experience that Qwest tends to define
3 high-capacity loops as DS-3-type loops and has been
4 reluctant to acknowledge the existence of OC-level
5 loops in their network. Additionally, in the context
6 of the amendment discussion that we had yesterday in
7 defining certain bandwidths as products, and although
8 acknowledging OC level loops in this language, we may
9 have a difficult time reincorporating OC-level loops
10 once they become available into our interconnection
11 agreements or into the SGAT, so to be aware of that.

12 Similarly, WorldCom would request that this
13 change be reflected also in the product description,
14 which tends to be the guiding document for the people
15 in the field, so that they understand what Qwest has
16 offered.

17 MR. CRAIN: We can make that change in the
18 product description.

19 MS. HOPFENBECK: Just to be clear, in
20 particular, the concern about the product description
21 isn't quite exactly the last change that you discussed
22 with Mr. Wilson but rather the addition -- the product
23 description currently says, "EEL transport and loop
24 facilities may utilize DS-0, DS-1, DS-3, or other
25 existing bandwidths," and I think we want to

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1 incorporate the change, DS-0 through OC-192 or other
2 existing bandwidths there as in the SGAT.

3 MR. CRAIN: Okay.

4 MR. WILSON: I think with those changes, we
5 can leave this issue closed, which I believe was the
6 status yesterday.

7 JUDGE WALLIS: Thank you, Mr. Wilson. Did
8 you have another matter?

9 MR. WILSON: Yes, I do. Yesterday, we had a
10 brief discussion on AT&T's Exhibit 620, and during that
11 discussion, I kind of separated this issue into two
12 parts. One was an interface part or termination of
13 various transport levels into DS-0, DS-1, DS-3,
14 etcetera, and we kind of brushed over that termination
15 issue and had a somewhat lengthy discussion on
16 different ways to provide certain transport level,
17 which I don't want to get into again.

18 What I do want to spend just a moment on are
19 the termination rates or levels or interfaces that
20 would be available to CLEC's for various transport and
21 loop types, and last night, while looking through Qwest
22 tech pub on transport, which is 77389, it happened to
23 reference another tech pub, which is 77346, which is
24 the Qwest technical publication that defines their
25 retail products for transport and other types of

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1 equipment that they provide to end users and probably
2 access providers.

3 In that technical publication, it discusses
4 various termination levels and interface capabilities,
5 and I think what we need to add to the SGAT for
6 availability to CLEC's is a table of interfaces that is
7 contained in that document. It's Table 2-1, which is
8 titled "interface availability," and as well, there is
9 another table in Section 2.52, which is titled "trans-
10 MUXing," and that is Table 2-2 of that same tech pub.

11 Basically, what Qwest is offering to retail
12 customers is a rich variety of interface types that are
13 available on the ends of transport and at the end of a
14 loop and also trans-MUXing, which is in the middle a
15 transport element. So in other words, if I have a,
16 say, DS-1's going from one Qwest wire center to another
17 Qwest wire center, at one of those wire centers in the
18 middle of the transport, I may want to switch from a
19 DS-1 level to DS-3 level or from a DS-3 level to an OC
20 level or some other interface type. So I think the
21 CLEC's need the same capabilities and options that
22 Qwest offers to its retail customers, given as examples
23 in those two tables.

24 Maybe one other comment, because I think
25 there may have been a confusion yesterday in the

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1 discussion on multiplexing. It's pretty clear if you
2 read in the Qwest technical publications that
3 multiplexing can be available in the middle of
4 transport or at the end of a loop, so I think from our
5 discussion yesterday, it would be quite appropriate to
6 have a multiplexing section both in the transport
7 section of the SGAT where it is today and another
8 comparable section in the loop part of the SGAT, and we
9 will bring that up in the loop workshop that it's
10 needed there because I think it's quite appropriate.
11 There are times when you need multiplexing simply when
12 you are getting a loop and not when you are ordering
13 transport.

14 So this probably should be a new issue on
15 either the EEL log or the combinations section, and
16 it's probably better, actually, in the combinations
17 section because it would be an element that could be
18 used in combination with transport or with a loop, and
19 that would be these interface types and the
20 trans-MUXing capabilities table.

21 MR. CRAIN: Would UNE-C-25 be the question of
22 whether we are willing to add the two tables you
23 referred to from the technical pubs to the SGAT?

24 MR. SEKICH: I think UNE-C-25 is the new
25 issue, but I agree that would be a good place to put

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1 it, and I think your characterization is fair enough.

2 MS. STEWART: Mr. Wilson, is the SGAT the
3 only place that you think that the tables could be
4 added, or would there be a possibility that it could be
5 just instead of referenced, specifically picked up and
6 put into the tech pub of the appropriate products, and
7 the only reason I'm asking the question is I'm not sure
8 the tables can be self-explanatory outside of the
9 technical publication. They may very well be options
10 based on what equipment is available, so you may not
11 have all options available in all parts of the network,
12 so I'm a little concerned tables pulled out of context
13 is not going to be real valuable. It's just a
14 question.

15 MR. WILSON: Two answers: I believe the SGAT
16 needs to be beefed up, as it were, either by simply
17 providing the tables in an appendix and putting a
18 couple paragraphs to caveat the limitations that you
19 were discussing. I think also Technical Publication
20 77389, which I believe you are in the process of
21 revising, should include these tables that are
22 contained in Tech Pub 77346, because in Tech Pub 77389,
23 which is the wholesale offering to CLEC's, it has a
24 much more meager table of options that limit the CLEC's
25 to a very small set of interfaces and multiplexing

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1 options. So I think the full table should be imported
2 to that publication.

3 MR. SEKICH: I think what we would also need
4 would be some cross reference in both the transport
5 section as well as the loop section. I think the issue
6 here goes to not only combinations that include loops
7 in transport, but also the actual UNE's themselves,
8 transports and loops.

9 MR. CRAIN: We will look at that. One thing
10 that jumps to my mind is we may consider putting it in
11 the general UNE section, but this is obviously
12 something we haven't had a chance to look at, so we
13 will take this one back and probably get back to you
14 Monday on this one or early next week.

15 MR. WILSON: Thank you.

16 JUDGE WALLIS: Does that conclude AT&T's
17 matters for this morning?

18 MR. WILSON: Maybe one other comment. It
19 goes back to an issue that we discussed in some length
20 a couple of days ago, and that is the distinction
21 between the enhanced extended -- the EUDIT and the
22 UDIT. I would just refer the Commission to the
23 Technical Publication 77389 where it's pretty clear in
24 that publication that when U S West connects transport
25 from their wire center to the wire center of another

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1 exchange carrier, such as PTI, or I'm not sure if PTI
2 was bought out by someone else, but to an independent
3 carrier, that Qwest considers that to be a UDIT-type
4 transport, not an EUDIT-type transport.

5 I think it's pretty clear from discussions in
6 77389 that a UDIT -- because when Qwest offers to
7 connect a CLEC to that other carrier, it's done with
8 UDIT and not with EUDIT, and I would just like to point
9 out that seems to be discriminatory with respect to
10 CLEC's that Qwest is treating other independent
11 carriers as cocarriers, if you will, and the CLEC's
12 somehow are getting a second class status by this EUDIT
13 instead of considering it a connection between wire
14 centers instead of a wire center and a loop, and I
15 think one issue that points this out may be very well
16 that we did not get into here but we did discuss in
17 Colorado was that if the CLEC builds to a meet point
18 between the Qwest wire center and the CLEC wire center,
19 so we are actually building half of the facilities
20 towards the Qwest wire center, that Qwest still
21 considers that a full EUDIT price, not half a price,
22 because it's like their loop; whereas, it should be the
23 distance-sensitive price of an EUDIT. So I think that
24 just shows by example why the EUDIT concept is not
25 correct and should not be used.

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1 MR. WOLTERS: Mr. Wilson has made a number of
2 references to some tech pubs. Just so there is no
3 problem when we get the briefing, if we want to cite to
4 those tech publications, do you believe it necessary to
5 have copies made and have those admitted as a
6 late-filed exhibit? They are on the Internet. If I
7 cite to my brief to the tech pub, I don't want any
8 objections that it wasn't marked and admitted to the
9 record.

10 MR. CRAIN: I think there are two ways we
11 could handle it. We could either make copies and add
12 them to the record or give the explicit URL and add
13 that to the record so everybody is knowing what they
14 are looking at. The only issue there is that document
15 may change over time.

16 JUDGE WALLIS: I imagine that the technical
17 publications in total are quite lengthy but that you
18 would intend to cite only to small portions of them;
19 is that correct?

20 MR. WOLTERS: I would imagine that's correct.

21 JUDGE WALLIS: I think my preference would be
22 that you print out the documents that you intend to
23 refer to and provide them as exhibits.

24 MR. WOLTERS: That's acceptable. We will
25 take the relevant portions of the tech pubs and make

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1 them available as an exhibit at the follow-up
2 workshops.

3 JUDGE WALLIS: Would that work for all of the
4 parties?

5 MR. CRAIN: That's fine with Qwest.

6 JUDGE WALLIS: That way, we have the version
7 you are intending to reference, and it will allow us to
8 have a document in front of us. Does that now conclude
9 AT&T's matters?

10 MR. WILSON: Yes, Your Honor. I believe it
11 does for the moment.

12 JUDGE WALLIS: Let's move to Qwest. You have
13 distributed a number of documents. What would you like
14 us to do with those?

15 MR. CRAIN: Do we want to do this on the
16 record or go off the record for a second?

17 JUDGE WALLIS: Let's not unduly burden the
18 record and engage in this discussion off record.

19 (Discussion off the record.)

20 MR. CRAIN: During the break, we discussed
21 some exhibits Qwest has handed out. Qwest would mark
22 these exhibits in the following manner: The document
23 entitled, Section 9.1.2 would be marked as Exhibit 595.
24 The document that has as a first line, Section
25 9.1.2(Add at end) -- there is also a 9.19 on this

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1 page -- that would be marked as Exhibit 596. Exhibit
2 597 would be the document with paragraph marked as
3 Section 9.1.5. Exhibit 598 would be the exhibit with
4 the paragraph starting with 9.1.6. The Exhibit 599
5 would be the document that starts with the Paragraph
6 9.6.2.2. Exhibit 600 would be the document with the
7 paragraph that starts 9.6.4.1.5. Exhibit 601 would be
8 the document that starts with the numbers 9.23.2.
9 602 would be the document that starts with
10 Paragraph 9.23.3.7.2. Exhibit 603 is the document that
11 is entitled 9.23.3.8. Exhibit 604 is the document with
12 the paragraph that starts with the numbers 9.23.3.12.
13 605 is the document that starts with the numbers
14 9.23.4.1.2. 606 is the document with the paragraph
15 that starts with the numbers 9.23.5.1.5, and finally,
16 Exhibit 607, the document that is entitled "Enhanced
17 Extended Loop."

18 JUDGE WALLIS: The documents are marked as
19 described.

20 MR. CRAIN: I would suggest that we start
21 this morning by walking through the issues on transport
22 that remain open.

23 JUDGE WALLIS: Is that agreeable to everyone
24 else? Let's proceed.

25 MR. CRAIN: The Issue No. TR-1 is an open

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1 issue pending our production of a revised technical
2 publication. Issue No. TR-3 is an open issue basically
3 for us to give a time frame about when we would have a
4 process for CLEC's to order UDOT and EUDOT on a single
5 ASR, and I believe Karen Stewart has some additional
6 information on that.

7 MS. STEWART: My additional information is
8 consistent with what I stated yesterday. Our product
9 teams are still working on it. There are some
10 challenges in needing to potentially do some product
11 redefinition that would actually change the way in
12 which the orders are processed. We are still targeting
13 the 60-day window plus any necessary time to do
14 notification to CLEC's, and we haven't any indication
15 that that isn't feasible, but unfortunately, I haven't
16 had any indication that they are able to accomplish
17 something shorter than that, so that is the best date
18 we have at this time.

19 MR. CRAIN: The other only remaining issue
20 open on the transport issue is Issue TR-12, an issue
21 about what testing we do for UDOT.

22 MS. STEWART: TR-12, I think we had some
23 comments to make on TR-11. On TR-12, and I apologize
24 to AT&T if my notes are wrong, but it seems like we
25 added TR-12 right before a break, and it was an

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1 indication that AT&T wanted to be able to ask some
2 questions as it related to standard testing. I'm not
3 sure we ever got back to answering any questions, so I
4 just wanted to make sure if there were any additional
5 issues or discussion they wanted to have on TR-12 that
6 we could do that this morning.

7 MR. WILSON: I think our initial question was
8 what are your standard tests, because the paragraph
9 just says, "Qwest will perform industry standard tests.

10 MS. TORRENCE: Upon rewrite of the tech pub
11 for UDIT, they will be outlined a bit more fully in the
12 tech pub, but basically what we are doing at present is
13 the connectivity test end-to-end and a loop-back test.
14 Basically, it's just to ascertain that there is
15 connectivity and there is a transmission path,
16 basically.

17 MR. WILSON: Wouldn't you, of course,
18 naturally test for bit error rate? That's a pretty
19 standard test to make sure that the quality meets the
20 technical standard.

21 MS. TORRENCE: At this point, I'm not sure
22 that there is any bit error rate testing, particularly
23 with EUDIT where we hadn't had the electronics on the
24 other end, the CLEC end.

25 MR. WILSON: That actually brought up a

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1 question I don't think we got into, and that is the
2 Qwest policy on not providing electronics at the CLEC
3 end of EUDIT. We may need an issue on that, actually.
4 It probably to some extent gets to a costing issue, but
5 it just seems a bit strange that Qwest provides the
6 terminating equipment for loops but not for the
7 termination of what you are calling EUDIT, and it would
8 seem more natural for Qwest to provide that electronics
9 because of compatibility issues, etcetera.

10 Also, if terminating equipment is being
11 supplied for local interconnection trunks, it would
12 seem very inefficient to have the CLEC provide a second
13 set of termination equipment for transport when it may
14 very well be riding in the fibers on the same transport
15 facility.

16 MS. STEWART: Qwest does have one concern in
17 that in the situation for local interconnection
18 trunking, and while I'm not an expert nor the witness
19 in that category, my understanding is based on
20 forecasting. There may be some requirements for Qwest
21 to make sure that adequate facilities are available.
22 Qwest would be concerned if a CLEC -- not any CLEC in
23 this room, I'm sure, would do that, but that an
24 enterprising CLEC may have a huge forecast which would
25 put us in the position of placing extensive amount of

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1 electronics out on their location and then immediately
2 turn around and place EUDIT orders. The significant
3 difference is we have no requirement to build for
4 EUDIT, and so we have different obligations between the
5 two products. So we would be concerned that a CLEC
6 could potentially circumvent the fact that Qwest is not
7 required to build for interoffice facilities, be it
8 UDIT or EUDIT, between wire centers.

9 MR. WILSON: Well, two points there. If the
10 CLEC does not have its own facilities between its wire
11 center and the Qwest wire center, it's going to need
12 interconnection trunks, and it's also going to need
13 transport to get loops and other UNE's to its office.
14 So we certainly have the ability to order the
15 interconnection trunks from Qwest, and I don't think
16 that's disputed, and I don't know of any situation
17 where Qwest does not use fiber for that kind of
18 connection. In fact, I believe we have testimony in
19 other workshops that says, in fact, it always will be
20 fiber. So that means there is fiber between the
21 offices, and you would have terminating equipment for
22 the interconnection trunks. It just seems very
23 inefficient to require the CLEC to put additional
24 terminating equipment for fiber for the UNE's, and it's
25 really duplicate facilities because these fiber

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1 terminals typically handle substantial amounts of
2 bandwidths, much more than would be needed for
3 interconnection.

4 In fact, the Washington Preliminary Order on
5 Interconnection allows us to share the large pipe
6 facilities, so I think at least in this state, this
7 will be kind of an implied requirement anyway. So I
8 think if you are not going to agree to provide the
9 electronics, we need to probably make this TR-14 and
10 would go to impasse because I think that's tremendously
11 inefficient.

12 MS. HOPFENBECK: I may be incorrect in
13 thinking these issues are related, but it may be they
14 are related, so I'm going to raise this. Qwest has
15 taken the position in this workshop, in the
16 interconnection portion of this workshop, that
17 interconnection trunking cannot be used to access
18 unbundled network elements. That has been Qwest's
19 position. Assuming that Qwest is required to change
20 that position, which is the indication from this
21 Commission based on its initial order on
22 interconnection, does that impact Qwest's -- assuming
23 Qwest were to drop the position that you can't use
24 interconnection to access UNE's, does that impact its
25 position on the issue that Mr. Wilson has been

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1 discussing with you on its willingness to provide
2 electronics at the CLEC end of the EUDIT?

3 I'm wondering whether the first position,
4 namely that interconnection can't be used to access
5 UDIT's, was driving a lot of these other kinds of
6 distinctions that Qwest was making between the way it
7 was willing to provide transport when it's EUDIT and
8 the way it's willing to do it when that transport is
9 functioning as interconnection.

10 MS. STEWART: Since I'm not the
11 interconnection witness, I'm not really prepared to get
12 into, at this point in time, a lengthy discussion about
13 all the possible scenarios that could exist out there
14 with interconnection trunking, and I'm not even sure,
15 in fact, if maybe CLEC's do provide some of the
16 electronics on the other end of interconnection
17 trunking, so I would rather we either leave it open and
18 have follow-up prior to our next workshop, or if
19 Mr. Wilson would like to go to impasse, we are open to
20 doing that.

21 One of our concerns in it being a requirement
22 that Qwest provide the electronics for a facility
23 between Qwest and a CLEC is that it's clear for UDIT,
24 if facilities exist, we don't have to build.
25 Typically, setting aside this issue of interconnection,

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1 which I just said I'm not prepared to address, is we
2 don't have a lot of spare facilities and spare
3 electronics sitting out. We may have facilities,
4 because as Mr. Wilson indicated, there may be spare
5 fiber or whatever, but we typically do not have a lot
6 of spare electronics sitting out on a CLEC location
7 that's owned by Qwest. So we were concerned that if we
8 always provided the electronics, in essence, the CLEC
9 may never be able to get UDIT between us and a CLEC
10 because in 99.9 percent of the case, no electronics
11 would exist. We don't have to place electronics.

12 So this very requirement that Mr. Wilson is
13 asking for long-term could limit the availability of
14 EUDIT between Qwest and a CLEC. So I think this is a
15 classic case of I'm not sure if you want what you are
16 asking for. Setting aside the issues around
17 interconnection trunking, and I understand there may
18 have been, based on very recent draft orders in this
19 Commission, the issue of whether you can use
20 interconnection to access UNE's -- I realize there is
21 open issues there, but I really would caution the
22 parties, if you take this to an extreme, you will never
23 get EUDIT because there will never be spare electronics
24 that Qwest owns sitting out at the CLEC location.

25 MR. WILSON: Let me parse through this a

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1 little. I think we may be confusing the issue
2 slightly. The draft order in interconnection basically
3 says that if there is a large pipe -- let's say an
4 OC-48 -- set up between the CLEC and Qwest for
5 interconnection that that large pipe, parts of it,
6 could be used for the transport of unbundled elements,
7 for example, and that's efficient. It makes sense if
8 you have an OC-48, maybe you need an OC-3 for
9 interconnection and you use some other OC-3's within
10 that capability for unbundled elements, and Qwest would
11 have the electronics on both ends of that.

12 Now, if we go to a situation where there is
13 no interconnection trunks -- it's just unbundled
14 elements -- it seems to me that the situation that
15 Ms. Stewart was just discussing where Qwest doesn't
16 have to build is an interesting one, because if you
17 have the facilities between the two wire centers and
18 you have electronics at one end, why wouldn't you have
19 electronics at the other end? I guess I don't quite
20 understand that part of it.

21 MS. STEWART: The situation that I can
22 specifically think of that might exist is, as you
23 indicated, that typically, entrance facilities, if
24 Qwest is bringing those entrance facilities to a CLEC,
25 we may typically bring in fiber optics, and we

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1 typically are going to bring in enough strands of fiber
2 we think is going to take care of the situation in
3 planning for growth and potentially planning for a
4 repair situation when we are talking about
5 interconnection trunking. So there may very well be
6 dark fiber because not all of the fibers would have
7 been lit in an interconnection situation. So that, I
8 believe, could be a classic where there may be
9 electronics sitting out on one end, there is actually a
10 facility between the two parties, but for all intents
11 and purposes, some of those strands of dark fiber do
12 not have electronics on it at the far end.

13 MR. CRAIN: Can I make a suggestion at this
14 point? You've already suggested we mark this as a
15 separate issue, TR-14. The issue is Qwest's obligation
16 to put electronics at the CLEC end of EUDIT. We've had
17 some issues raised here about how this relates to
18 interconnection trunks and the recent draft decision in
19 Washington. It is frankly something that we haven't,
20 until today, addressed, and I would suggest we leave
21 this issue open for to us come back at the next
22 workshop and give you a little more information about
23 that issue and hopefully resolve the issue, either
24 resolve the issue or go to impasse.

25 MR. WILSON: Thank you.

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1 MR. CRAIN: The other transport issue that we
2 were going to talk about was -- I had listed TR-11 as
3 going to impasse, but I think the TR-11 is the issue of
4 late charges and whether or not Qwest -- not late
5 charges but cancellation charges -- whether or not
6 Qwest charges CLEC's cancellation charges in certain
7 circumstances. Exhibit 600 is language that we have
8 drafted to add to 9.6.4.1.5 on this issue.

9 MS. HOPFENBECK: In reviewing this language,
10 I had a concern about the last sentence of the language
11 and wanted to get some clarification on what was
12 intended. The last sentence qualifies the second
13 sentence, which basically carves out exceptions as to
14 when cancellation charge will not apply and states that
15 when cancellation charges are not applicable because a
16 due date was delayed by Qwest and Qwest failed to
17 provision within 10 days of that date, it still says
18 that CLEC has an obligation to cancel the request at
19 least 10 business days prior to any subsequent due
20 date, and my concern is this scenario: Let's assume
21 that the due date was March 1st. The date slips and
22 Qwest can't provision the service until after March
23 10th, and yet, the CLEC doesn't receive notice of the
24 fact of the date slipping until very close to the
25 original due date, either March 1st or March 28th. At

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1 any rate, it may not be possible for the CLEC, under
2 that kind of scenario, to really evaluate the situation
3 and notify Qwest immediately that it needs to look for
4 an alternative, so that's my concern.

5 MS. STEWART: What we were attempting to the
6 to do with the language -- I'll tell you our intent and
7 then we can come back and look at the words and see if
8 it accomplished it. What we intended to do is, let's
9 suppose the CLEC got the date of March 1st. You were
10 given that as an installation date. If we have not
11 installed the UDIT within 10 business days, so it would
12 actually be a little longer than March 10th, 10
13 business days of that date of March 1st, at any time
14 the CLEC can cancel without termination charge. So you
15 could cancel March 10th, 11th, 12th, whatever. We've
16 out-and-out missed the due date by 10 days. You can
17 cancel at any time.

18 The second scenario is let's suppose you sent
19 in the UDIT, and instead of giving you the expected
20 interval that you thought you would get back, we gave
21 you an interval that's six months later, so your
22 original due date is six months out, and the reason is
23 because we currently don't have facilities, but we
24 believe facilities may be coming available, and we were
25 going to be up-front and honest and let you know they

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1 might be out there.

2 So you, in essence, got a date of September
3 1st. What we were trying to do is anytime less more
4 than 10 days before September 1st, you could also
5 cancel. So what we were afraid of if we only gave you
6 10 days within the original due date, what happens if
7 in those cases the due date was way out beyond your
8 needs, but what you might want to do -- if I was a
9 CLEC, I would say, Okay, I want to keep that September
10 1st date because I don't know if I got an alternative.
11 I may still need it September 1st, but I'm going to
12 look for an alternative, and if I can find an
13 alternative on March 1st or April 1st or May 1st or
14 June 1st, whenever I find that alternative, I want to
15 be able to cancel the Qwest order.

16 So we determined, based on our critical
17 dates, we rarely are doing real provisioning work where
18 we would feel we need to have that money recouped less
19 than 10 business days prior to the due date, so we
20 wanted to give you all the way up to August 15th to
21 cancel.

22 MS. HOPFENBECK: I think we have two
23 objectives. I think this will correct my concern and
24 make it consistent with your intent. I think if you
25 change, "CLEC must submit a cancellation request at

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1 least 10 business days prior to such subsequent
2 date..." to, "CLEC may submit a cancellation request up
3 to -- may submit its cancellation request up to --

4 MR. CRAIN: How about, "CLEC may submit a
5 cancellation request anytime up to 10 business days
6 prior to such subsequent due date." Take out the words
7 "at least" and put in "anytime up to."

8 MR. SEKICH: I actually have a drafting
9 suggestion that won't be as easy to fix. I really
10 think this last paragraph could probably be turned into
11 a further exception, being Exception C. It really does
12 capture yet a further exception and a further
13 opportunity for a CLEC to cancel without incurring a
14 cancellation charge. You would probably make this
15 sentence read better and make it clearer to the
16 parties. I think you sort of have to invert the
17 sentence and do a little draftsmanship, but we are
18 setting forth exceptions and setting forth
19 qualification to exceptions. It tends to be confusing
20 drafting and introduces either latent or patent
21 ambiguities.

22 MS. HOPFENBECK: So Dom, your suggestion is
23 to basically say something like, (c) "CLEC may also
24 submit a cancellation request anytime up to 10 business
25 days."

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1 MR. CRAIN: I'm afraid that doesn't work.

2 MR. SEKICH: That's not my proposal. What
3 I'm suggesting is we need -- if I could sit down and
4 have 15 minutes, probably I could think of a way that
5 would make it work. I just don't have that available
6 right now. If something dawns on me before we break
7 today, I'll make sure I come back to it. I think we
8 are very close with this issue as a drafting issue and
9 don't need to burden the record with our discussion on
10 it further. We can come back with a suggestion that's
11 simple.

12 MR. CRAIN: I guess my summary then of where
13 we are on transport is that TR-1 is open for us to
14 revise the technical publication with the qualification
15 that Qwest doesn't believe that the tech pub should be
16 a reason to keep an entire checklist open, but since we
17 have at least one other checklist on this one, we'll
18 leave it at that status. TR-2 is at impasse. TR-3 --
19 I guess with our giving you the time frame when this is
20 going to be able to happen, I think that could close
21 this issue.

22 MR. WOLTERS: What was the time frame again?

23 MS. STEWART: 60 days plus any notification,
24 because it is a change in ordering process for CLEC.

25 MS. HOPFENBECK: That's our issue. I think

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1 what I'd like to do on this one, since we have two
2 teams on this thing and since you are going to have
3 another workshop in Colorado next week where the second
4 team will appear, is advise them of where we are and
5 have them respond and be prepared to tell you where we
6 are next week in Colorado, and at the follow-up in this
7 workshop, we can tie up any loose ends for Washington.

8 MR. CRAIN: That's fine. TR-4, I show as
9 closed. TR-5, I show as closed. TR-6, I show as an
10 impasse issue. TR-7 is closed. TR-8 was graciously
11 withdrawn by AT&T. TR-9 is closed. TR-10 is closed.
12 TR-11 is still open. We provided some additional
13 language, and AT&T is going to get back to us on the
14 additional language. TR-12, are we closed or open on
15 TR-12?

16 MR. WILSON: I think we kind of depend upon
17 the revision of the technical publication to see what
18 testing is available, and actually, you might want to
19 add to the paragraph in question here in the SGAT the
20 reference to the technical publication. In other
21 words, standard testing will be completed as per tech
22 pub, etcetera.

23 MR. CRAIN: And we are looking there at
24 9.6.4.5?

25 MR. WILSON: Yes. And I would like you to

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1 consider bid error rate testing. I think that's pretty
2 standard for DS-1, DS-3, etcetera.

3 MR. CRAIN: 9.6.4.5, should we add the
4 sentence as set forth in technical publication...

5 MR. WILSON: 77389.

6 MR. CRAIN: 77389. We could do that. I
7 guess the open issue here is the question of bid error
8 rate testing.

9 MR. WILSON: Basically, the bid error rate
10 testing assures that you get the 1.5 megabits for DS-1
11 through they all look good.

12 MR. CRAIN: TR-13 I show as being deferred to
13 the emerging services docket, and then TR-14 is a new
14 issue that was open today, and TR-14 is something that
15 Qwest has a takeback to discuss during the next
16 workshop, the relationship between interconnection and
17 EUDIT on this issue.

18 MR. SEKICH: I have some language for TR-11,
19 but if we could go off the record briefly, we might
20 discuss it before and read it into the record.

21 JUDGE WALLIS: I think this might be an
22 appropriate time for a morning recess. Why don't we
23 take a 15-minute recess and you can consult during the
24 recess.

25 (Recess.)

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1 JUDGE WALLIS: Let's be back on the record
2 following our morning recess. I understand that Qwest
3 has a proposal for modification of Exhibit 600.

4 MR. SEKICH: That would be AT&T. I'll read
5 the entire revision to Exhibit 600, which would include
6 a couple sentences retained from the original proposal,
7 9.6.4.1.5: An order may be canceled anytime up to and
8 including the service date. Cancellation charges will
9 apply except when: (a) the original due date or
10 CLEC-initiated due date was, or CLEC has been notified
11 by Qwest that such due date will be delayed 10 business
12 days or longer, or (b), the original due date has been
13 scheduled later than the standard interval, and CLEC
14 cancels its order no later than 10 days prior to such
15 original due date.

16 It would be our intent that it would be
17 business days.

18 MR. CRAIN: We will take that language and
19 look at it and get back to you. I think it should be
20 resolved by the next workshop.

21 JUDGE WALLIS: That's TR-11; is that correct?

22 MR. CRAIN: Yes. I would suggest now we move
23 on to the CL-2 issues, the general unbundled network
24 element issues. I would also ask that Chris Viveros of
25 Qwest, who is sitting here at the table, be sworn in.

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1 He may be addressing several issues today.

2 JUDGE WALLIS: Very well.

3 (Witness sworn.)

4 MR. CRAIN: Chris, could you just state your
5 name and summarize your position at Qwest for the
6 record?

7 MR. VIVEROS: My name is Chris Viveros. I'm
8 a director in the regulatory strategy organization at
9 Qwest. I'm responsible for working through 271
10 compliance issues.

11 JUDGE WALLIS: Could the witness spell his
12 last name for the record, please?

13 MR. VIVEROS: It's V-i-v-e-r-o-s.

14 MR. CRAIN: On these issues, just to go
15 through where we are, CL-2-1, I show that Qwest is
16 putting together some language on to add to the SGAT
17 explaining the testing it does and basically explaining
18 that the type of EDI testing it performs and what kind
19 of test it is making available to CLEC's. CL-2-2 I
20 show as being deferred to the emerging services
21 workshop.

22 CL-2-3 I show as closed. CL-2-4 I show as
23 closed. CL-2-5 is split into A, B, and C. Issue A,
24 the general language about our obligations to CLEC's is
25 closed. Issue B, the remaining issue, is whether or

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1 not the word "and retail" should be in the SGAT, and I
2 believe that is currently at impasse.

3 MR. CRAIN: On that, I would note that
4 Exhibit 595 that Qwest has handed out is the language
5 that Qwest currently suggests be added to the SGAT.
6 The only dispute, I believe, that remains is in the
7 last sentence. The remaining issue there is whether or
8 not it should say, "...all state wholesale service
9 quality requirements." AT&T asserts that it should
10 say, "...all state wholesale and retail service quality
11 requirements."

12 MR. SEKICH: One last offer? Remove the word
13 "wholesale" from that sentence?

14 MR. CRAIN: I think basically you are doing
15 the same thing as adding the word "retail."

16 MR. SEKICH: I don't want to be too sneaky
17 about that. I think it's fair to consider this an
18 impasse issue.

19 MR. CRAIN: Then I show we've entered Issue C
20 under CL-2-5, which has been deferred to the general
21 terms and conditions workshop, and that is the issue of
22 whether or not AT&T's language regarding indemnity
23 ought to be added to this paragraph.

24 MR. SEKICH: I think that's correct;
25 although, I think you should note that AT&T believes

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1 that the resolution of that issue would directly affect
2 your satisfaction of this checklist item.

3 MS. STEWART: Could I have a clarification
4 question? The proposed language in Exhibit 595, while
5 not agreed to at the parties because we have the
6 impasse issue, it does contain other changes requested
7 by AT&T, including that and/or affiliates midway
8 through, even though we are at impasse, is it the
9 desire of the parties that in subsequent SGAT's we use
10 the 9.1.2 as here versus the original 9.1.2?

11 MR. SEKICH: I think that's agreeable as long
12 as we preserve our issues, which I don't think would be
13 adversely affected by that.

14 MR. CRAIN: CL-2-6 I show as a closed issue.
15 CL-2-7, I show as being at impasse.

16 (Conversation held out of hearing.)

17 MR. SEKICH: Closed and deferred.

18 MR. CRAIN: CL-2-8 is the language that AT&T
19 suggested be added to Section 9.1.6.1 regarding
20 testing, and that would be Qwest Exhibit 598, and I
21 would ask Karen Stuart to address this.

22 MS. STEWART: AT&T had provided some draft
23 language as Exhibit -- excuse me, what was your
24 original exhibit number?

25 MR. SEKICH: I believe it was Exhibit 629.

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1 MS. STEWART: AT&T had provided draft
2 language for this issue as Exhibit 629. Qwest has had
3 an opportunity to look at the AT&T language and has
4 come back and proposed changes to the AT&T language.
5 Some of the changes that Qwest is proposing are
6 substantive, and what I would like to do is just give a
7 generic what our intent was with our changes before we
8 take and go line by line with the wording.

9 The basic concept that Qwest disagreed with
10 with AT&T's language is first that AT&T put in that we
11 would do just as a matter of course all technically
12 feasible testing. We felt that was just way too broad
13 in that all technically feasible testing, that's a wide
14 spectrum. It could include test gear we don't own,
15 test gear we don't even know how to operate. So we
16 were very concerned about the "all technically
17 feasible."

18 The second issue was is that AT&T had
19 requested that we do testing of every known feature,
20 function, capability that the UNE could ever provide,
21 and how we have modified it in our language is that for
22 every UNE, we've got technical parameters. We will
23 test that that UNE meets those technical parameters.
24 So we believe that it then would meet what we are
25 offering to provide and not this open-ended every

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1 technically feasible thing in theory it could provide
2 being tested. So those are two substantive changes I
3 wanted to point out in the language.

4 MR. SEKICH: I guess two issues: I think
5 AT&T would be agreeable to removing the reference to
6 technically feasible. I see it removed in Subsection
7 A. I note it does appear a couple other places. My
8 conclusion is that's probably acceptable to Qwest where
9 it appears, right? For example, Subsection C of
10 9.1.6.1, right?

11 MR. WILSON: So you've taken the technically
12 feasible out of A, and I think that's reasonable, and
13 C is still there, but you changed the wording a little
14 bit, but I think that looks like also an acceptable
15 change.

16 MR. WOLTERS: One question Karen. Where
17 would I go if I wanted to find a technical parameter
18 that Qwest has established for each UNE?

19 MS. STEWART: In the technical publications,
20 and in each section of the SGAT, those technical
21 publications have been identified. In the Section 9.1,
22 it's kind of an over-umbrella for all UNE's, so
23 therefore, it doesn't point to a particular UNE's
24 technical parameters.

25 MR. CRAIN: With that, do I show CL-2-8

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1 closed?

2 MR. SEKICH: It's the second part that we are
3 thinking on now, which was replacing "all features,
4 functions, and capabilities" with the concept
5 "technical parameters."

6 MR. WILSON: I think given that the CLEC
7 actually uses the parameters of the UNE to provide its
8 own features and functions that this is probably a
9 better way to state this, so I think the changes for A
10 are acceptable.

11 MR. SEKICH: So let's close this issue. I
12 think the changes are acceptable.

13 MS. HOPFENBECK: I also want to address the
14 issue that WorldCom raised off the record at the end of
15 the day yesterday. At that point, we raised a question
16 of wanting to see in the EEL section an affirmative
17 statement on Qwest's part to do testing for EEL's. We
18 think this covers that, so that issue is closed too.

19 MR. CRAIN: Also, I would like to point out
20 that Exhibit 597 that Qwest handed out today is the
21 paragraph from AT&T's Exhibit 629. This just shows
22 that this paragraph is being incorporated into the
23 SGAT.

24 MR. SEKICH: That issue has been closed
25 yesterday, right?

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1 MR. CRAIN: Yes. I show then that CL-2-9 is
2 closed; that CL-2-10 is closed; that CL-2-11 is
3 combined with TR-6 for briefing and is at impasse.
4 CL-2-12 is the language that we handed out about
5 miscellaneous charges, and I show that AT&T had a
6 takeback to review that and get back to us.

7 MR. SEKICH: This was not language you passed
8 out today. It was on Monday.

9 MR. CRAIN: Monday, yes.

10 MR. SEKICH: I just want to check my notes.

11 MR. CRAIN: This would be Exhibit 584.

12 MR. SEKICH: I think this language is
13 acceptable, and this issue should be shown as closed.
14 Thanks.

15 MR. CRAIN: CL-2-13 I show as closed.
16 CL-2-14 and CL-2-15 remain open. We had a couple of
17 takebacks, one of which we have been able to accomplish
18 and one of which we have not at this point, but we
19 will, I believe, by the time of next week's workshop.
20 If you look at Exhibit 596, Qwest was asked to set
21 forth its policy regarding its obligation to build
22 UNE's, which we have suggested adding at the end of
23 Section 9.1.2. We've also made some changes to Section
24 9.1.9, which are referred to here.

25 We were asked to also put in some language

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1 regarding essentially our process when we determine how
2 we determine whether or not a build needs to be done
3 and then how we handle notifying the CLEC when
4 facilities are not available. That's language that we
5 have not yet been able to put together, and I believe
6 we will by next week's workshop.

7 MS. HOPFENBECK: I think it's appropriate to
8 keep this issue open in Washington, and we will
9 hopefully make further progress and clarify those areas
10 that can be closed and those areas that are still at
11 impasse, if any, in Colorado and bring that back to
12 Washington at the end of April.

13 MR. CRAIN: And I would show actually both
14 CL-2-14 and CL-2-15 as open issues for people to review
15 this language, get back with comments, and then also
16 for us to provide the additional language.

17 MR. WOLTERS: What additional language are
18 you going to provide?

19 MR. CRAIN: We had some discussions two days
20 ago, and we were going to provide some language
21 regarding how we determine whether or not facilities
22 are available, and then basically our process how we
23 handle the communications between us and the CLEC in
24 these situations.

25 MR. WOLTERS: Just looking at this, I think

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1 there was one concept -- I haven't looked at all your
2 language, but I was trying to kind of have embodied in
3 the SGAT was the notion that to the extent you build
4 facilities for your retail customers, you would also do
5 that for CLEC's on a nondiscriminatory basis. I was
6 kind of looking for that kind of concept, but I don't
7 see it in here. So to the extent we request something
8 be built, and you will do it for a retail customer,
9 that you do it for a wholesale customer on a
10 nondiscriminatory basis. For example, a loop, if you
11 have retail customers that have loops built to provide
12 service and we have a need for loops that you won't
13 favor your retail customers over the wholesale
14 customers.

15 MR. CRAIN: I will take that back and look at
16 it and see if we can provide some language. I think
17 the issue isn't as simple as you have set forth. The
18 nondiscriminatory obligations -- let me just go back
19 and see if there is anything I can put together that
20 would address that. I don't think it's going to be as
21 sweeping a statement as you want, but why don't we
22 discuss it when I'm able to put together some language.

23 MR. WOLTERS: The reason I would like to see
24 something like that is I think we have a different
25 opinion about the obligation of Qwest to build. That's

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1 obvious. You think it's beyond the scope of dedicated
2 transport; we don't, and somehow, we have to have some
3 agreement on how we resolve that disagreement, so
4 whether it's nondiscrimination language or something
5 else that would make us comfortable that we can have
6 language that addresses our concerns, and that's what
7 I'm getting at.

8 MR. CRAIN: I was just pointing out that I
9 think transport is a good issue, where the FCC has
10 clearly stated we don't have an obligation to build for
11 CLEC's. The issue about whether or not we are building
12 that for our end users or for ourselves, is, I think,
13 kind of murky, and I wouldn't want to imply that we
14 have an obligation to build for CLEC's when we clearly
15 don't, even though we would build transport for our own
16 network.

17 MR. WOLTERS: I understand with dedicated
18 transport.

19 MR. CRAIN: So I think we know where we are
20 on this one.

21 MR. WOLTERS: That's fine.

22 MR. CRAIN: So we show CL-2-14 and 15 as
23 having additional takebacks and we will discuss at the
24 next workshop. CL-2-16 I show as closed, and CL-2-17 I
25 show as closed. That is what I show for the general

03383

1 UNE issues.

2 Then moving onto the UNE-C issues. UNE-C-1
3 is the issue about the product questionnaire, and I
4 show that WorldCom has the takeback of reviewing this
5 issue and the information we provided.

6 MS. HOPFENBECK: Would now be the time to
7 raise some issues about the product description?
8 That's EEL's; never mind. I'm confused.

9 MR. WOLTERS: I also reflect that takeback
10 for Qwest to explore the parallel paths for amendments.

11 MR. CRAIN: Yes --

12 MS. STEWART: That's two.

13 MR. CRAIN: Two is parallel paths for
14 amendments. I think you are thinking of two things.
15 There is the parallel path for amendments, which is 2,
16 and then UNE-C-5, we have a takeback on streamlining
17 the amendment process.

18 MS. WICKS: I don't think it's parallel paths
19 for amendments. I think it's parallel paths for the
20 questionnaire.

21 MR. CRAIN: You are right.

22 MS. WICKS: I wish it was parallel paths for
23 the amendment.

24 MR. CRAIN: So we will address this at the
25 next workshop.

03384

1 MR. SEKICH: So that CL-2 is open?

2 MR. CRAIN: UNE-C-1 and UNE-C-2 are both

3 open.

4 MR. KOPTA: We also had a takeback request on
5 the band portion of the process.

6 MR. CRAIN: We'll put together something and
7 address that at the next workshop as well. UNE-C-3 I
8 show as closed. UNE-C-4 I show as Qwest having a
9 takeback to define "finished services." That is
10 something we are going to endeavor to do by next week,
11 and we certainly will be able to address that in the
12 next workshop.

13 UNE-C-5 is the issue that we addressed about
14 our process for amendments. We have streamlined our
15 process in some ways in terms of allowing CLEC's to
16 order facilities before Commission approval and things
17 like that. We are working on some additional things to
18 streamline the amendment process and the ordering of
19 new products process. I was hoping that I could give
20 you some concrete commitments today, but I think we
21 will be able to do that by next week, and we will
22 certainly be able to by the next workshop. So we'll
23 show that as open as Qwest having a takeback.

24 MS. HOPFENBECK: I just want to raise a
25 concern that the product description for EEL raises or

03385

1 an issue that's raised by the product description for
2 EEL that's related to this UNE-C-5, and that is in the
3 section in the revised product description for EEL's
4 relating to audits, that product description states
5 that in order to confirm reasonable compliance with the
6 eligibility requirements core providers agree to random
7 auditing by signing the EEL amendment.

8 This kind of language in a product
9 description, and I'm putting aside whether random
10 auditing is permitted. That's another issue, but
11 that's an EEL issue, but as this pertains to the
12 amendment, it's this kind of product description that
13 gives rise to the amendment process problems and that
14 Ms. Wicks testified to yesterday that would appear here
15 that the EEL amendment that's being referenced is
16 something very narrow related to auditing, but, in
17 fact, it's our experience that that amendment process
18 becomes far more than a narrow issue, and it's
19 WorldCom's view that it's not -- that once you have a
20 contract signed with Qwest, an interconnection
21 agreement that provides that we are entitled to a
22 certain UNE that Qwest does not then have a right at
23 its whim to require us to engage in further
24 negotiations to amend our interconnection agreements;
25 that if our interconnection agreement reasonably covers

03386

1 what we are seeking, that's it; we get it, and so we
2 think this kind of language in a product description is
3 not appropriate.

4 MR. SEKICH: AT&T shares WorldCom's concerns,
5 and I would add an additional one which relates to a
6 separate very broad issue which is the potential
7 illustrated by this product description of extrinsic
8 documents; that is, documents extrinsic to CLEC ICA's,
9 or in this case the SGAT, which have material terms or
10 material effect on the relationship of the CLEC to
11 Qwest. It's these kinds of terms that are likely
12 inappropriate in these extrinsic documents and need to
13 be negotiated by the parties and included in the
14 agreement.

15 MS. HOPFENBECK: I'll just further note the
16 legal issue that our interconnection agreements with
17 Qwest include merger clauses, which basically state
18 that extrinsic documents are not part of the contract,
19 so we think this is really in violation of that aspect
20 of our interconnection agreements as they currently
21 exist.

22 MR. KOPTA: I would just note that we talked
23 about this a little bit earlier this morning because
24 it's the same issue we raised with respect to our
25 motion in Workshop 2 for the admission of the

03387

1 documents. I'm losing my microscope, but this is the
2 same issue, and so whether we want to deal with it now
3 or want to deal with it in general terms and
4 conditions, it maybe help to deal with organizationally
5 where this discussion should take place, whether it
6 should be here in the context of this subject matter or
7 whether it should be as part of general terms and
8 conditions, but this is all part of the same package.

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

11 (Pause in the proceedings.)

12 JUDGE WALLIS: Mr. Kopta, had you concluded
13 your statement.

14 MR. KOPTA: Yes, thank you.

15 MS. STEWART: There may indeed be general
16 issues as it relates to extenuating documents, but what
17 I did want to make a commitment on the part of Qwest is
18 that number one, that this EEL product, just based on
19 the negotiations that have occurred yesterday and
20 perhaps will continue to occur today on EEL's, that we
21 need to modify this document and make it consistent
22 with that.

23 When we make the modifications to this
24 document, we will -- let me see if I can understand the
25 requested modification -- we will make it clear that

03388

1 somehow when we talk about the audit to be informative,
2 to let people know, working-level people who maybe
3 don't look at contracts, that there is going to be an
4 audit. There could be an audit. We will make it clear
5 that in no way, shape, or form do these terms supersede
6 anything that is in your agreement, or by signing your
7 agreement, you agree to what's on the document or
8 whatever.

9 So I can see now with WorldCom's comments,
10 having read the second sentence of the auditing
11 section, how you could interpret that somehow magically
12 because I signed an addendum that may or may not have
13 any audit words on it, I've now signed up for this
14 whole page, and we will not take out any inference that
15 that is the case.

16 MS. HOPFENBECK: Specifically, I think it's
17 important to take out any language that indicates the
18 CLEC has to sign an EEL amendment.

19 MS. STEWART: I guess what we could do is
20 say, if necessary or if appropriate -- there may be a
21 situation where a CLEC doesn't have combinations in an
22 interconnection agreement, but you are right. We will
23 take out the implying that no matter what, you have to
24 do one, but there may very well be situations where an
25 amendment is required.

03389

1 MS. HOPFENBECK: I guess I question whether
2 even if that's the case whether it would be appropriate
3 to include that in a description of the audit process
4 within the EEL product description.

5 MS. STEWART: In this section, I was thinking
6 more in coming back as kind of an overview. You
7 somehow have to have the capability within your
8 interconnection agreement to order combinations or
9 whatever. I was thinking more back in the big picture,
10 but when we do the rewrite to be consistent with the
11 negotiations that are occurring between the parties, we
12 will take special note of this issue of how we address
13 any references to amendments.

14 MS. HOPFENBECK: Then lastly, just in
15 response to some of Mr. Kopta's comments and whether
16 this belongs in general terms and conditions or in this
17 workshop. It's WorldCom's view that it is appropriate
18 to have a discussion of this topic in the context of
19 general terms and conditions because it is a practice
20 that impacts a variety of checklist items, but it is
21 also WorldCom's view that this practice, as it is
22 currently going on, impacts and indicates that Qwest
23 currently doesn't comply with checklist items No. 2 on
24 UNE's. That's our view. So we will be looking for a
25 ruling by this Commission on that issue.

03390

1 MR. SEKICH: AT&T would like an opportunity
2 to offer further suggestions for changes to this
3 product description. I noticed on read-through a
4 couple of things that might be inconsistent with the
5 SGAT.

6 MR. CRAIN: I would suggest we deal with that
7 in a few minutes when we get to the EEL section and
8 that we try to close out where we are on UNE-C at this
9 point.

10 MS. STRAIN: I would just like some
11 clarification on what parts of UNE-C-5 are at impasse
12 and what parts are takeback. My understanding of the
13 discussion is the issue of whether the CLEC can order
14 products without requiring amendments to the
15 interconnection agreement is an impasse issue but that
16 there are some other issues that are takebacks or that
17 you have agreed on, and I would like to get just a
18 brief clarification as to what those are and to ask the
19 parties whether they may want to consider making the
20 impasse portion of the issue a separate issue for
21 clarification.

22 MR. CRAIN: I'm fine breaking this into
23 different issues. I would ask that the issue of
24 whether or not we require an amendment be left as an
25 open issue so we may have further discussion next time.

03391

1 I think we may have some further clarity for the next
2 workshop, and then in terms of the other issues this
3 raises, we have committed to making changes to the
4 product description for EEL's. I don't know if that
5 needs to be identified or is an issue, and then I'm
6 trying to figure out what the additional issues would
7 be.

8 MS. STEWART: Maybe I would have a proposal
9 for the split, and if WorldCom would maybe edit my
10 proposal. For UNE-C-5, No. "A" would be, is an
11 amendment required to offer new services and products.
12 Is an amendment to an SGAT required, an amendment to an
13 interconnection agreement required to add new products.
14 We got the idea.

15 "B" would be, does the amendment work need to
16 be completed prior to the CLEC being able to begin the
17 ordering process for new products and services, or can
18 there be an expedited amendment when it is simply new
19 products. I'm not sure which of those two is best, but
20 it's that concept. Even in an amendment is required,
21 because the parties may mutually agree they need one,
22 then the CLEC's are requesting that the amendment
23 process, particularly for defining new products, be
24 very quick.

25 MS. WICKS: I think that's a good concept

03392

1 during negotiations as long as the parties remain
2 negotiating in good faith that those product offerings
3 would be available to the CLEC for the duration of the
4 negotiations. I think that would be a good way to
5 frame it.

6 MS. HOPFENBECK: Are you finished,
7 Ms. Stewart?

8 MS. STEWART: Yes.

9 MS. HOPFENBECK: I think I would like to add
10 a nuance to the first issue that you identified, and
11 that was is an amendment required to add new products.
12 I think there is a concern about what are the
13 appropriate parameters around what is a new product is
14 another aspect of this.

15 MR. CRAIN: In other words, if an amendment
16 is needed at all -- universe of when that is needed.
17 Basically what we just said was, and let's make this
18 "C." The "C" is, if an amendment is required, what are
19 the specific circumstances in which that requirement
20 applies? And I would show all three of those as being
21 open issues.

22 MS. STRAIN: Do other parties agree that
23 those should be open for now?

24 MS. STEWART: Yes.

25 MR. CRAIN: Moving onto UNE-C-6, I show

03393

1 UNE-C-6 is closed. I show UNE-C-7 as a takeback, but
2 I'm trying to figure out exactly what that was.

3 MR. WOLTERS: I had two notes on this. One
4 was to change UNE's to network elements, and the other
5 one was that the NRP will be cost-based, and I think
6 you did try to address that by changing the language
7 back from the WorldCom language to the original
8 language.

9 MR. CRAIN: So our Exhibit 605 shows an
10 amendment to 9.23.4.1.2 that I think addresses AT&T's
11 concerns.

12 MS. HOPFENBECK: WorldCom is okay with this
13 change as well.

14 MR. CRAIN: And I believe we have some
15 additional language for 9.23.1.3 that we didn't have as
16 a handout.

17 MR. SEKICH: Just for the record, 605 is
18 acceptable to AT&T.

19 MR. CRAIN: I believe the only remaining
20 issue is if you look at Section 9.23.1.3 of the SGAT,
21 there was some confusion about the words in that last
22 sentence, "currently interconnected and functional" --
23 There are two issues here. "Currently interconnected
24 and functional," we suggest that would be changed to
25 currently interconnected or combined as a working

03394

1 service.

2 MR. SEKICH: That's acceptable to AT&T.

3 MR. CRAIN: The other issue that came up was
4 the first sentence, there was an issue whether or not
5 UNE's should be changed to network elements, and what
6 we would suggest is the sentence be amended to say
7 "when ordered as combinations of UNE's, network
8 elements that are currently combined." "When ordered
9 as combinations of UNE's, network elements that are
10 currently combined and ordered together will not be
11 physically disconnected."

12 MR. SEKICH: Is that lower case "network"?

13 MR. CRAIN: Yes.

14 MR. SEKICH: My question is, when ordered
15 together as UNE's?

16 MR. CRAIN: What we are trying to capture
17 here, what this is saying you are talking about
18 ordering combinations of UNE's in this thing, so it's
19 not just any network elements that may or may not be
20 defined as UNE's, so it's when after the ordering, it
21 becomes a combination of a UNE. Before the ordering,
22 it's a network element, lower case.

23 MR. SEKICH: Please read it one last time.

24 MR. CRAIN: "When ordered as combinations of
25 UNE's, network elements that are currently combined and

03395

1 ordered together will not be physically disconnected,"
2 and then it goes on from there.

3 MS. HOPFENBECK: Andy, I need you to define
4 the very first change you identified.

5 MR. CRAIN: The very first change is in the
6 last sentence. Do you see where it says,
7 "interconnected and functional"? Change that to say
8 "interconnected or combined as a working service."

9 MS. HOPFENBECK: And delete "functional"?

10 MR. CRAIN: Yes.

11 MR. SEKICH: It sounds right, as my witness
12 says, and we'll want to take a look at the final
13 drafted language, but I think we can close this issue.

14 MR. CRAIN: So we are showing UNE-C-7 as
15 closed. UNE-C-8, I show as closed. UNE-C-9 and 10, I
16 show as closed. UNE-C-11, I believe, is the same issue
17 that we referred to before, which is the question of
18 when we have an obligation to build, we have some
19 additional language that we handed out, and I think we
20 ought to leave this one open for further discussion at
21 the next workshop. UNE-C-12 and 13, I show as closed.

22 UNE-C-14, I show as closed. UNE-C-15, we
23 have language that we have added to -- if you look at
24 Exhibit 599, the question was, Do we require a
25 connection to a collocated ITP back to a MUX, or will

03396

1 we directly take a loop into the multiplexer, and I
2 believe this language addresses that issue. We had
3 another issue that arose here, which is, is this
4 combination something that is subject to the local use
5 requirements and have identified that as a separate
6 issue.

7 MR. PETERS: Tim Peters for ELI. Concerning
8 Exhibit 599, I would make a suggestion on the language
9 that you added so that it would read, "When loops are
10 ordered..." I would insert, "loops are." "When loops
11 are ordered in combination with multiplexing, Qwest
12 will provision loops directly terminated to the
13 multiplexer."

14 MR. CRAIN: That is fine with me or us. It's
15 fine with Qwest. So I think that closes UNE-C-15
16 recognizing that UNE-C-24 is the additional option
17 about the loop MUX, or the additional issue.

18 MR. PETERS: Before we leave that issue, I do
19 have just a follow-up. What can we expect relative to
20 this being available as a direct connection then? Do
21 you know internally, are there processes and procedures
22 that need to be put in place, or is there a fairly
23 simple one to implement?

24 MS. STEWART: As I indicated at quite length
25 yesterday on the record, we do have some provisioning

03397

1 concerns that if everything was put in place with the
2 multiplexer and then you subsequently tried to order
3 just an unbundled loop, we may have some provisioning
4 issues. We believe we can use one of two provisioning
5 alternatives to accomplish it. We are going to
6 determine which one of those and make sure we
7 communicate back to the CLEC's.

8 In addition, this change is going to take a
9 change to internal documents. It might even be a tech
10 pub update change. So we will make all the subsequent
11 changes to internal documents that were allowing this,
12 and once again, we think we are going to have to use
13 one of two processes. Either one, the multiplexed EEL
14 process, where instead of ordering through the
15 unbundled loop process, we would order through adding
16 an EEL link process -- you get to the same result.
17 It's the same thing. It's a UNE-rated loop -- or we
18 may have to use the unbundled loop, assuming that you
19 are going to an ICDF termination for colo, and we would
20 just work out any rate elements that that may create,
21 but it would be basically that you would give on the
22 loop the design 2.CFA of a frame in an office.

23 So we are looking at which of those two
24 alternatives. Currently, the EEL link process is there
25 and available. It would be more of an educational

03398

1 situation where we would need to direct CLEC's that
2 that's the fastest most efficient way to add an
3 unbundled loop to an inplace MUX.

4 MR. KOPTA: With that explanation, I think we
5 would be more comfortable if we left UNE-C-15 open
6 because there may be some additional need for language
7 to reflect whatever that process is, since the language
8 right now doesn't define this as a standard product so
9 we are left up in the air as to how that's going to
10 happen and how it's going to be incorporated into the
11 SGAT.

12 MR. WILSON: I would like to second that
13 comment by Mr. Kopta and further say, I don't believe
14 that Qwest is in compliance with this checklist item
15 until you can order it the way that this language
16 states.

17 MS. STEWART: That's where I wanted to be
18 clear. You can order it today. You just need to make
19 sure you order an EEL link versus ordering an unbundled
20 loop, and an EEL link is nothing more than an unbundled
21 loop coming up to a multiplexer, but in the unbundled
22 link product, it has the in and out in the product
23 description which we would need to eliminate. You can
24 always have the option to take it into your collocation
25 and come back out, but that would be an option that you

03399

1 could request a direct connect to the MUX.

2 MR. WILSON: But I guess the question is, how
3 would the field provision it today? If I order it that
4 way, wouldn't they take it to the colo, and we don't
5 believe that's compliant.

6 MR. CRAIN: We will leave this one open.
7 It's subject to the same reservations Qwest expressed
8 in the transport issues that updating tech pubs
9 shouldn't be a reason to keep a checklist open, but I
10 think it's an academic discussion because we have a
11 follow-up workshop, so why don't we show this one as
12 open.

13 MR. WILSON: I don't think it's academic as
14 to how it's being provisioned.

15 MR. CRAIN: Rather than getting into the
16 academic discussion, I show UNE-C-16, -17, -18, and -19
17 as closed. UNE-C-20...

18 MR. WOLTERS: AT&T proposed some language.
19 It was Exhibit 620.

20 MR. CRAIN: I believe this is the issue we
21 discussed this morning. It's the language that is
22 proposed for Section 9.23.1.2.2, which is the same as
23 or substantially similar to one of the transport
24 issues.

25 MS. STEWART: It's the multiple interface

03400

1 that requests that the table be added into the SGAT. I
2 believe this is a similar issue. It was just discussed
3 in transport. Now here it is the same issue in
4 combinations.

5 MR. WILSON: I have that issue as UNE-C-25.
6 I believe this issue is the issue about ordering
7 different types of facilities for the same DS-1
8 capability; for instance, we talked yesterday about AMI
9 versus XTSL versus DS-1 fiber.

10 MS. STEWART: Thank you very much for
11 reminding me. The first half of it is similar to what
12 we have discussed. We have not discussed the second
13 half, which, as Mr. Wilson said, had to do with the
14 different types of DS-1's.

15 Qwest would recommend that this stay open.
16 Over the evening, it was not able to reach its
17 appropriate network people to make a determination.
18 What we are going to be looking at between now and when
19 we have the next workshop is the suggestion that was
20 made by Staff that we look at multiple DS-1's that can
21 be ordered in situations where you want a particular
22 underlying facility. The quick discussions we were
23 able to have over the evening that that looks like it
24 might be the most feasible way of dealing with this
25 versus trying to do some kind of remarks in an LSR

03401

1 order or whatever, so we are evaluating that option,
2 and what you would actually look at is potentially up
3 to four DS-1 loop alternatives in the SGAT, one for
4 fiber-based DS-1, two for XDSL-based, three for
5 AMI-based, and four, Give me anything you got. I just
6 need a DS-1 with these parameters, and we will report
7 back prior to the next workshop whether we are able to
8 do that.

9 MR. CRAIN: UNE-C-21 is one we have discussed
10 earlier about our obligation to build and whether or
11 not we can come up with some language about will we do
12 it on the same terms and conditions as retail. This is
13 particularly an issue that ELI raised about whether or
14 not they can order as a UNE under the same terms and
15 conditions as a retail product, and that's something we
16 will be addressing at the next workshop.

17 MR. WILSON: Is that the same as 11,
18 UNE-C-11?

19 MR. CRAIN: I think there is a slight nuance
20 and difference.

21 MS. STEWART: In my notes, I have this as a
22 ELI/XO issue, and what my understanding of this one is
23 in a situation where a CLEC takes advantages of 9.19 of
24 Qwest's offer to build, that -- and even if that meant
25 that would not have UNE pricing, could the facility

03402

1 retain UNE status, and I'm kind of putting that in
2 quotes so that facility could be combined with other
3 UNE's, or that facility would basically be treated like
4 it was a UNE, even though its pricing may be different
5 because mutually agreed to by the parties, there was
6 construction charges involved, but you will still be
7 able to do all your other UNE combinations.

8 MR. KNOWLES: And not necessarily
9 constructions charges, per se, but rather the same
10 pricing would be on the retail side.

11 MS. STEWART: That should have been more
12 generic. That even if the parties were to determine a
13 recovery of costs that changed it from having typical
14 UNE pricing, could it still retain UNE status for
15 purposes of all the other flexibilities that UNE's have
16 within the SGAT.

17 MR. CRAIN: So UNE-C-21 remains open.
18 UNE-C-22 I show as closed. UNE-C-23 --

19 MS. STEWART: Although we do have a document.

20 MR. CRAIN: That's correct. If you look at
21 Exhibit 601 that Qwest has just passed out that shows
22 the language that has been added to the SGAT to close
23 UNE-C-22. UNE-C-23 I show as impasse. It's the same
24 as CL-2-5 and will be briefed the same way. UNE-C-24
25 is the issue of whether or not the local use

03403

1 restrictions applied to any combination of loop and
2 multiplexer. I think that issue is at impasse.

3 MR. WOLTERS: Ken can correct me if I'm
4 wrong, but I think it goes beyond just connecting the
5 loop to the multiplexer that when you take it to the
6 colo, so it's a loop, it's a MUX to DS-3 to colo. Is
7 that an EEL?

8 MS. STEWART: Correct.

9 MR. CRAIN: UNE-C-25 is the issue that we
10 addressed this morning about whether or not we will add
11 the tables from the technical pubs to the SGAT, and
12 that's an open issue. Those, I believe, are the UNE-C
13 issues. I would mention that we have -- if you look at
14 Qwest document 606, it shows the language that we
15 agreed upon yesterday to add Section 9.23.5.1.5. This
16 is a UNE issue that remains open to give more
17 information as to what the DAN process.

18 Then I think we can move on to the EEL issue.
19 If you look at Exhibit 604, I need to figure out...

20 JUDGE WALLIS: Let's be off the record for a
21 minute.

22 (Discussion off the record.)

23 MR. CRAIN: That is an EEL issue, so if we
24 move on to the EEL issues.

25 JUDGE WALLIS: Mr. Crain, I note that we've

03404

1 been jumping back and forth among your exhibits marked
2 for identification and wondering whether you are
3 keeping better track than I have been able to of which
4 ones you've referenced and which ones you want to
5 admit. When we get down the road or if you want to
6 regroup and take a look at what you have done now and
7 deal with admission of the others as we go through
8 them.

9 MR. CRAIN: We have addressed all but four of
10 the exhibits. We will address those four in the EEL
11 sections, so why don't we just move to admit at the
12 end.

13 MS. STRAIN: Have we done the switching
14 section already?

15 MR. CRAIN: Switching would just be a summary
16 that John Munn is prepared to give, and I don't think
17 there are any takebacks we are addressing on that. It
18 would basically be a recap of where we are.

19 EEL-1, I show as an impasse issue. EEL-2, I
20 show as an impasse issue. EEL-3 is the question of
21 whether or not an audit is required, and I believe ELI
22 or XO was going to review that and see if it was
23 adequate.

24 MR. KOPTA: Just to be more specific, it's
25 just a question of interrelationship between this

03405

1 specific provision for auditing and the general
2 auditing provision, and at this point, ELI is not going
3 to contest this separate audit provision, so you can
4 either consider it to be closed or withdrawn,
5 whichever.

6 MR. CRAIN: Let's just show it as closed.
7 Thank you. EEL-4, I show as an impasse issue about
8 whether or not the certification requirement applies to
9 new EEL's. EEL-5 is the same issue so that it would
10 show as impasse, or did we fold that into EEL 4? You
11 are right. EEL-5 should be shown as an open issue that
12 would be addressed at the same time as the other
13 duty-to-build issues.

14 EEL-6 is the document I referred to before,
15 which is Exhibit 604. I apologize, but as the computer
16 printed this out, it did something funky with the
17 compare write. The first several sentences should be
18 shown as deleted. The new language that would replace
19 it are the last six lines. If you go six lines up
20 where it says, "If CLEC is obtaining services...", that
21 is the language that would be replacing the current
22 9.23.3.12.

23 JUDGE WALLIS: Text up to that point should
24 be stricken?

25 MR. CRAIN: Yes. Basically, the issue here

03406

1 was he wanted us to set forth specifically that we
2 would not hold up converting something while we dispute
3 the TLA issue and that TLA is going to be governed by
4 the terms of the original agreement, tariff, or
5 arrangement. I think this addresses the takeback we
6 had, but my guess is that the parties are going to want
7 to take the general issue of applicability of TLA's to
8 an impasse?

9 MS. HOPFENBECK: Were you going to check,
10 Andy, do you have a takeback to go back to the powers
11 that be, that be at Qwest, with the question under the
12 circumstance that Ken Wilson outlined yesterday whether
13 there is any circumstances which would be outlined as
14 the CLEC purchased a service that they were entitled to
15 purchase as UNE's but for whatever reason, Qwest would
16 not purchase that service, would not allow them to
17 purchase that service accept as a tariffed service, but
18 that under that circumstance, TLA would apply.

19 MR. CRAIN: I guess you are correct. Why
20 don't we list this as a takeback. That isn't something
21 we were able to address last night, and we will see if
22 hopefully we can come up with something creative by the
23 time we have the next workshop. If not, I believe it
24 will go to impasse.

25 MS. STEWART: There is a second spin to that

03407

1 or an additional takeback that Qwest was unable to
2 report back by this morning, and that was ELI had
3 specifically requested what about the situation where I
4 have a circuit that would meet the local service
5 requirements, but because I have a TLA, slightly
6 different issue than was broad up by WorldCom, I may
7 not even be disputing I have a TLA, but now that there
8 is a TLA, I'm leaving it as special access, but that
9 means I've got a commingling problem. So the question
10 was, if there is a circuit that meets the local but
11 it's staying at special access rates, can it be treated
12 as a UNE as it relates to not violating commingling
13 requirements?

14 MR. KOPTA: Yes, that's correct, and I think
15 we did identify that as a separate issue, which was
16 EEL-15; although, I think both what Andy and Karen have
17 both described is in EEL-15, both the idea that Qwest
18 was going to check and see the circumstances under
19 which termination liability would be waived, and then
20 as Karen was saying, also the idea if it isn't waived
21 but it's still something that may be appropriate, would
22 there be a problem of commingling from Qwest's
23 perspective. But at least as to the issue that we
24 started this whole discussion on, which was EEL-6, we
25 are fine with that language there, and we will deal

03408

1 with the concerns that we have as part of EEL-15.

2 MR. CRAIN: So should we list this as closed
3 and then just leave EEL-15 open?

4 MR. KOPTA: I think that would be the tidiest
5 way to do it.

6 MR. CRAIN: Let's be tidy.

7 MS. STEWART: So we would put our new
8 language in subsequent SGAT's?

9 MR. CRAIN: Yes. EEL-7, I show as closed.
10 We removed that language from the SGAT. EEL-8, I
11 believe we addressed earlier with the language we
12 handed out about the nonrecurring charges, and I think
13 we ought to show this as closed. That's Exhibit 605.
14 EEL-9 is the same issue that we had earlier about we
15 still have to come back and give you some more
16 information about the process for obtaining BAN's.
17 EEL-10 is the question of whether or not we would adopt
18 a single process for the ordering of EEL combinations.
19 What we have done here is on Exhibit 603 changed the
20 ordering Section 9.23.3.8. to set forth the process we
21 have put in place for the single LSR or EEL.

22 MR. SEKICH: Did you confirm if there were
23 conforming changes required throughout this section?

24 MR. CRAIN: I believe there aren't, but I
25 will make sure before we come back, but can we close

03409

1 it.

2 MS. HOPFENBECK: Closed from WorldCom's
3 perspective.

4 MR. CRAIN: EEL-11 and 12, I show as closed.
5 EEL 13 --

6 MS. STRAIN: Excuse me. I showed EEL-11 as a
7 takeback.

8 MR. CRAIN: EEL-11, you are right. We closed
9 it and then we reopened it, and this would be a
10 discussion of the document we handed out today as
11 Exhibit 607, and I guess I would suggest that we just
12 address the next couple and then come back to that one
13 because I think that will take a little bit further
14 discussion.

15 So EEL-12 is closed. EEL-13, I show as the
16 commingling issue that we have gone to impasse at.
17 EEL-14 is an issue of whether or not LIS trunking --
18 and we are going to come back and address that with
19 some further information at the follow-up workshop, so
20 let's leave that one as open, and then EEL-15 we've
21 already talked about, which is whether or not we can
22 come up with some creative ideas as to when TLA's would
23 apply, and we can address that at the final workshop.

24 So the final issue we have is to discuss
25 Exhibit 607; although, I would, before we get there,

03410

1 refer people to Exhibit 602. When we were referring to
2 Exhibit 607 last night, we realized it would provide
3 some clarity and consistency through our documentation
4 if we referred in the SGAT to Option 1, Option 2, and
5 Option 3 and we've just made those conforming changes
6 in Exhibit 602. I would note that there is one change
7 to 602 we need to change, which is in the second line
8 at the very top after where it says, "...three (3)
9 conditions..." We would take out the word
10 "conditions." So it would say "three usage options
11 must exist." I believe our remaining issue is
12 discussion of Exhibit 607.

13 MS. HOPFENBECK: I think yesterday when you
14 were discussing this, Ms. Stewart, I think you conceded
15 that there are some changes that are going to be
16 required to this product description to make it clear
17 that the spreadsheet is not required.

18 MS. STEWART: That is correct.

19 MS. HOPFENBECK: I would just note for the
20 record that in looking at Exhibit 607 as it is
21 currently drafted, it requires CLEC's -- it's the third
22 page and it states, "Self-certification involves
23 signing a certification letter and completing a
24 spreadsheet template once the interconnection contract
25 amendment has been signed." I think that clause, "and

03411

1 completing a spreadsheet template once the
2 interconnection contract amendment has been signed,"
3 raises two of the problematic issues we have identified
4 previously. One, the requirement for the spreadsheet,
5 and two, the requirement for interconnection contract
6 amendment. We would ask that that phrase be deleted
7 from the product description.

8 MS. STEWART: Not disagreeing to do a
9 deletion, but I didn't find your reference, and I
10 wanted to make sure I captured it.

11 MS. HOPFENBECK: It's Page 3 of the product
12 description, and it's toward the top of the page. It's
13 the sentence that begins after the first bullet point.

14 MS. STEWART: I've got it. Thank you. Qwest
15 agrees that we will make conforming changes to show
16 that the spreadsheet is optional. We did want to have
17 a brief discussion, if we could, among the parties
18 about if we did not use the spreadsheet option we had
19 indicated that the local service option could
20 potentially be identified on an LSR, and as identified
21 by AT&T, they felt that might be a significant issue,
22 and if it's required, felt that it needed to be
23 identified, and we just wanted to take an opportunity
24 among the parties to have a brief discussion about
25 what's the most efficient way to provide certification

03412

1 between --

2 MR. SEKICH: It may not be an issue if it's
3 left as an option for the CLEC if we could at our
4 discretion provide you a letter or spreadsheet
5 identifying the LSR. I think working with the account
6 team, the parties should come to a solution that works
7 for all of them, but as long as those options are
8 preserved, I think it means the requirement of law
9 would satisfy AT&T.

10 MS. STEWART: That would be great, because we
11 did think for conversion, spreadsheets make sense, but
12 for a oneseey, twoseey order, LSR makes more sense.

13 MS. HOPFENBECK: Going back to the issue at
14 hand, which is EEL-11, my recommendation that this be
15 treated similarly to what the way we've handled a few
16 of the other open issues, that we leave this issue
17 open. This product description is really going to
18 require some review by people back at WorldCom in
19 addition to Jill and I to make sure we fully understand
20 how this product description implicates that issue.

21 It also, I should note, really does raise
22 some of the other issues that are at impasse in this
23 proceeding. The commingling issue, for example, is
24 raised by this product description. My suggestion is
25 we say EEL-11 is open. We will address it further in

03413

1 Colorado, and then to the extent we've been able to tie
2 this issue up or narrow the point of impasse, we will
3 make that clear in Washington in the April follow-up
4 workshop. Is that acceptable, Your Honor?

5 JUDGE WALLIS: Yes.

6 MS. STEWART: Qwest is fine with leaving it
7 open and identifying at this workshop that there is
8 some action items with the product description. Qwest
9 wants to move absolutely as quickly as possible to
10 incorporate into the product description all the
11 agreed-to negotiations, and quite frankly, get it
12 reposted on the Web absolutely as soon as possible and
13 to include in this our other notification I talked
14 about that we were going to send out to our account
15 teams making it sure that everybody understood when EEL
16 orders come in, this is what you do. You need to do
17 conversions without audits, our continued whole thing.
18 So what I would like to do is while I understand the
19 need of the parties to go back with their subject
20 matter experts to review this, if there is any
21 information that you can provide us today that you are
22 concerned about or you would like to see addressed, I
23 would like to have them because I'm quite frankly
24 envisioning that are going to have a two-phase update,
25 an immediate update to make it consistent with the

03414

1 commitments we've made today, such as direct connection
2 options for loops.

3 After subsequent workshops where we've talked
4 to every issue, we will probably need a final update,
5 but Qwest feels that some of the commitments we are
6 making are significant enough that we need to do an
7 immediate update onto our Web Site.

8 MR. SEKICH: I will mention just one issue
9 AT&T has identified with respect to the EEL product
10 description you supplied. We've not had extensive
11 opportunity to look at it like WorldCom need to send it
12 back to look at, but the maintenance section of this
13 document -- and unfortunately, the document is not
14 paged. It's three or four pages back -- sets forth
15 some significant what I would think would be material
16 maintenance and repair issues between the parties, and
17 you will note that the maintenance and repair section
18 of 9.23, which applies to all UNE's, not just EEL's, is
19 more than five lines long. It raises, I think, a
20 fairly broad issue applicable to EEL's and other UNE
21 products, UNE combination products in particular, what
22 the maintenance obligations between the parties are and
23 why they are not reflected in the SGAT.

24 I wonder if you might have available to
25 provide to this group product descriptions for all your

03415

1 combinations products, which would include all your UNE
2 products, UNE-C and UNE-P products presently
3 identified, so we could take look at what maintenance
4 provisions are included in those product descriptions.

5 MS. STEWART: From a product description
6 standpoint, beyond the basic SGAT description, you are
7 saying, do we have the equivalent of this document for
8 all the other UNE combinations; is that the question?
9 I think you are going to find out that you are going to
10 have a lot of descriptions and combinations, but
11 basically, the maintenance is going to be more or less
12 the same. I would be more than happy to confirm that,
13 and if there is a suggestion among the parties, if you
14 are suggesting that some of these maintenance issues
15 need to be memorialized within the SGAT, we could also
16 take that as a proposal. You are not saying you have a
17 problem with any of these. You are just saying that
18 they seem to be material should they be in the SGAT,
19 not that you necessarily disagree with them.

20 MR. SEKICH: I can identify at least one
21 provision that seems material enough that it should be
22 included in the SGAT, and I'm puzzled why it's not. I
23 see a paragraph that begins, "Neither the coprovider
24 nor Qwest," so a provision that it relates to usage of
25 the service provided, in this case the EEL. You will

03416

1 note that the last sentence provides that either Qwest
2 or the coprovider may discontinue or refuse service if
3 the other party violates this provision.

4 I think this paragraph is puzzling, and I'm
5 not sure what party it refers to, but it clearly
6 indicates that service can be discontinued if certain
7 conditions are met, so as I say, this seems to be one
8 of those issues that's fairly material and should find
9 its way into something like an SGAT and not an
10 extrinsic document which can be changed at Qwest's
11 discretion.

12 MS. STEWART: We will take a look at this
13 language and whether it needs to be included. I guess
14 the only applicability of this issue that I've seen,
15 and I know we have extensive SGAT language on, is
16 shared loop and line sharing. There is extensive line
17 sharing language about what happens when testing of
18 either side can disrupt the other service, but that's
19 the only product I can think of where you are in a
20 shared situation where one's use is going to affect the
21 other, but we will take a look and review the language.

22 MS. HOPFENBECK: I would just like to
23 identify the issues that we have identified, some of
24 which we've mentioned before with respect to the
25 product description. The first issue, I think, you've

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1 agreed to change would be in the product description on
2 Page 1. You've agreed that that product description
3 will be conformed to be consistent with the SGAT and
4 state that EEL transport and loop facilities may
5 utilize DS-0 or OC-192 or other existing bandwidths.

6 I believe that the circuit validation and
7 prequalification process description that begins on
8 Page 2 and continues to Page 3 really needs to be
9 looked at again. I don't think it's clear from this
10 description exactly what's required. Among the
11 confusions is what role does the spreadsheet play.
12 There is still an outstanding confusion about whether a
13 letter is required, whether the option that you are
14 relying on for certifying local usage needs to be
15 included in the LSR. My suggestion would be that Qwest
16 look at its process again and then try to lay it out as
17 simply as possible what that is exactly.

18 MS. STEWART: We would agree with that.

19 MS. HOPFENBECK: I've referenced the
20 provision -- there is a number of places where the
21 provision refers to an interconnection contract
22 amendment that needs to be looked at. Under audits,
23 WorldCom disagrees with Qwest that it has authority to
24 conduct random auditing. We don't believe that's
25 consistent with what you are allowed to do as stated by

03418

1 the FCC. Going back a couple of pages, the preordering
2 section indicates that it takes approximately four
3 weeks to load rates in the billing system. That change
4 needs to be conformed to the new policy, keeping in
5 mind that that's still an open issue as to whether that
6 change is acceptable.

7 I have a question about the section on
8 billing. It states that EEL-C circuits will maintain
9 their existing circuit ID and retail, i.e. tariffed
10 USOC's. My question about that is, I didn't quite
11 understand that because I think we are agreed that we
12 go from a retail rate to a TELRIC rate, and it was my
13 understanding that the USOC is really tied to the rate
14 that's being charged.

15 MS. STEWART: Yes. USOC's drive rates, but
16 there are additional qualifiers or FID's that can drive
17 a specific rate for a USOC, so what would happen is you
18 would have the overall USOC still retaining the circuit
19 information, but the FID would drive a different rate
20 for that particular USOC.

21 MS. HOPFENBECK: We probably don't have a
22 problem with that explanation. Lastly, I would note
23 that this document raises a commingling issue. Qwest
24 spells out on the second to the last page what it means
25 by commingling. That's actually a helpful description

03419

1 because I think it frames the issue pretty clearly.
2 We, of course, disagree with that restriction on the
3 use of EEL's. We would ask you to reconsider that.

4 MS. STEWART: Not reconsider having it in
5 here.

6 MS. HOPFENBECK: Because I do think that the
7 issue of commingling comes up frequently, so we do need
8 to have a way to provide a description to people of
9 what it is we are talking about. So I do believe we
10 still need some discussion within this document.

11 MR. CRAIN: Are there further comments on
12 Exhibit 607?

13 MS. YOUNG: Barb Young with Sprint. I have a
14 question on the billing piece. Would EEL's be taxed
15 any differently than, say, special access, and if they
16 are, does just changing the class of service take care
17 of that if you are still using the same USOC?

18 MS. STEWART: I don't know the answer to
19 either of those questions, and I'll take them back for
20 our expert provisioning team.

21 MR. CRAIN: If that is all on that exhibit, I
22 would now move for the introduction of Exhibits 595
23 through 607.

24 JUDGE WALLIS: Is there objection? Let the
25 record show there is none and those exhibits are

03420

1 received in evidence.

2 MR. CRAIN: Those were all the takebacks we
3 had identified, and I believe we've gone through the
4 status of all the open issues on everything except for
5 switching and UNE-P, and if it's an appropriate time to
6 do that, I would suggest I hand it over to John Munn to
7 summarize where we are in switching and UNE-P.

8 JUDGE WALLIS: Let's be off the record for a
9 second.

10 (Discussion off the record.)

11 MR. MUNN: Let's run down the switching
12 issues first, and I have Switching Issue No. 1 as
13 closed. Switching Issue No. 2 as impasse. This is the
14 AIN issue.

15 MR. WOLTERS: John, I had No. 2 open. I
16 think it was open until we received some data request
17 responses back. I believe you gave the information on
18 the matrix issue regarding matching up the AIN
19 services -- I believe you did that the other day on the
20 record, but I still have that one request out regarding
21 the patents for AIN, and I think we kept it open until
22 I was able to review that data response and we'd look
23 at it at the next workshop.

24 MR. MUNN: You should already have that, but
25 since we have a follow-up workshop, I don't have a

03421

1 problem keeping that open. Knowing this issue is going
2 to impasse anyway, we can show it as open now and
3 address it when we come back.

4 MR. WOLTERS: That would be great.

5 MR. MUNN: Correction, Switching Issue 2 is
6 open. Switching Issue 3 is closed. Switching Issue 4
7 is closed. Switching 5 is deferred to whenever the
8 discussion of BFR versus SRP will occur. Switching 6
9 is closed. Switching 7 is impasse. I show this as the
10 EEL facility of availability issue. I show Switching 8
11 is closed. Switching 9 is closed.

12 For 10, we've split it into switching A and
13 B. I show both of these issues are at impasse.
14 Switching A is the switching exemption, whether it
15 applies to one location or all locations within a wire
16 center issue, and the SGAT reference is 9.11.2.5., and
17 that's at impasse, and then Switching Issue 10-B is the
18 lines 1 through 3 market rate versus TELRIC, and the
19 SGAT sections are 9.11.2.5 and 9.11.2.5.7, and that's
20 10-B is at impasse.

21 Switching Issues 11, 12, 13, 14, and 15 are
22 all closed. Switching Issue 16 is open. This is the
23 DLC interface issue that we will be addressing next
24 week in Colorado and we will address in this workshop
25 when we come back. Switching Issue 16 is open.

03422

1 Switching Issue 17 is the trunk ports at the DS-3
2 through OCN level. SGAT reference is 9.11.1.5, and
3 that issue is open. Switching Issue 18 I show as
4 closed. Switching Issue 19 is closed.
5 Switching Issue 20, the SGAT reference here
6 is 9.11.1.10. I have the AT&T issue as why are PBX
7 trunks not included, and I show this as an open issue.
8 Then Switching Issue No. 21 is the WorldCom, what is
9 Qwest's position on the WorldCom language that
10 addresses Qwest shall record all billable events, that
11 language that has been suggested for 9.11.5, and I show
12 that issue as open. I think that concludes all of the
13 switching issues.

14 Moving onto UNE-P, I show UNE-P-1 as closed.
15 UNE-P-2 dealing with the availability of UNE-P line
16 splitting as deferred to the loops workshop. UNE-P-3
17 and 4 I show as closed. UNE-P-5, it deals with
18 handling misdirected calls. I show this as an impasse
19 issue. SGAT reference is 9.23.3.17.

20 MR. WILSON: Excuse me, John. I believe we
21 had two questions to Qwest in regard to this issue that
22 was whether Qwest will allow -- the first question was
23 whether a CLEC can pick a contract provision from
24 resale in a given contract and use it for UNE-P. That
25 was the first question, and the second question was

03423

1 whether Qwest will allow contract language in a
2 contract that is expiring to be picked to a new
3 contract and under what terms could that paragraph be
4 picked.

5 MR. MUNN: You have that under UNE-P-5?

6 MR. WILSON: Yes.

7 MR. MUNN: So this should be just an A and B.

8 MR. SEKICH: The context was in the recent
9 order which had suggested that language was available
10 in the Sprint contract, and we wanted to confirm what
11 that would mean to Qwest.

12 MR. MUNN: So the first issue, Mr. Wilson,
13 that you addressed I'm showing as 5-A, and the second
14 issue about the expiring contract language is 5-B.

15 MR. WILSON: Thank you.

16 MR. MUNN: Both of those are open, but I
17 guess I think those are distinct from the issue that's
18 referenced here on our issues log. So frankly, we
19 could do a 5-A, B, and C or assign different numbers to
20 the ones -- I guess to keep them under the canopy of 5,
21 it's fine with me at this point. Let's just make the
22 one that is written there, the handling of misdirected
23 calls, 5-A, and then the first issue you mentioned
24 about whether a CLEC can pick a contract provision from
25 resale and use it for UNE-P, that will be 5-B, and 5-C

03424

1 will be whether Qwest will allow a contract language
2 that is expiring to be able to be used for the future,
3 for longer than the term of the agreement they picked
4 it out of. So I show 5-B and -C as open. I still show
5 5-A as impasse; is that accurate?

6 MR. WOLTERS: Yes.

7 MR. MUNN: The next issue, UNE-P-6, I show
8 that is deferred to the cost docket, and then I think
9 WorldCom had made some comments about public interest
10 as well. We know that this issue is deferred out of
11 this workshop.

12 MR. WOLTERS: My notes reflect defer to
13 docket where appropriate to raise issue.

14 MR. MUNN: UNE-P-7, the listings information
15 for CLEC's I show as an open issue, really for kind of
16 an open to all takers if anybody has a suggestion that
17 can accomplish Qwest's concern about not shifting the
18 burden from providing accurate information from the
19 CLEC back onto Qwest. We are open to looking at
20 language and will do the same ourselves to try to come
21 back with something. So that's open. UNE-P-8 and 9
22 are both closed.

23 MR. WOLTERS: I show 8 also as closed subject
24 to the ruling on the AIN issue.

25 MS. STRAIN: I show that also.

03425

1 MR. MUNN: I show it closed with the
2 understanding that if the AIN issue goes your way,
3 there would have to be conforming changes made to the
4 SGAT.

5 MR. WOLTERS: Exactly.

6 MR. MUNN: UNE-P-9 I show as closed.
7 UNE-P-10 I show as open, and I think Qwest has
8 committed to looking at the ALJ's recommended decision
9 and attempting to craft a change to comply with that
10 decision and to see if that can address the concerns of
11 the parties about the requirements of Section 222-A and
12 B of the Act.

13 UNE-P-11 is closed, and UNE-P-12 is the same
14 thing as switching 10-B. This is the lines 1 through
15 3, market rate versus TELRIC issue, and I show that as
16 impasse. We obviously have a separate one so we can
17 address the same issue in switching and UNE-P, and I
18 show that as all of the issues for switching and UNE-P.

19 MR. CRAIN: I believe those are all the
20 issues we had identified, and I guess are there further
21 issues, or I guess the question is further things we
22 need to do, and I think I know of nothing.

23 JUDGE WALLIS: The only thing that I show as
24 open is I do not show Exhibits 583 and 4 as having been
25 offered and received. They were identified in

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1 conjunction with Ms. Simpson's presentation.

2 MR. CRAIN: Actually, we discussed first of
3 these a couple of days ago. It's the definitions of
4 UNE-P and UNE combinations, and then the 584 is the
5 miscellaneous charges sections we discussed today, and
6 I would move that these be entered into evidence.

7 JUDGE WALLIS: Is there objection? There
8 being no objection, Exhibit 583 and 4 are received, and
9 I misspoke. They are Ms. Stewart's and not
10 Ms. Simpsons. Is there anything further to come before
11 the Commission at this time? Let the record show there
12 is no response, and this matter is recessed until the
13 workshop for which notice has already been given.
14 Thank you all very much.

15 (Workshop concluded at 12:15 p.m.)

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