BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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| In the Matter of the Investigation Into<br>U S WEST Communications, Inc.'s<br>Compliance With Section 271 of the<br>Telecommunications Act of 1996 | ) | Docket No. UT-003022 |
| In the Matter of U S WEST Communications,<br>Inc.'s Statement of Generally Available<br>Terms Pursuant to Section 252(f) of the<br>Telecommunications Act of 1996 | ) | Docket No. UT-003040 |

**WORLDCOM'S COMMENTS ON INITIAL ORDERS FINDING NONCOMPLIANCE IN THE AREAS OF INTERCONNECTION, NUMBER PORTABILITY AND RESALE AND ON COLLOCATION ISSUES**

WorldCom, Inc. ("WCOM") provides the following comments on the Initial Orders Finding Noncompliance in the Areas of Interconnection, Number Portability and Resale and on Collocation issues. WCOM also concurs in the comments filed by AT&T Communications of the Pacific Northwest, Inc., and TCG Seattle (collectively "AT&T"). WCOM supports the initial order's resolution of the majority of the issues it has raised relating to interconnection, number portability, resale and collocation. WCOM's outstanding concerns relate principally to the issues of LIS forecasting (WA-I-24), charges for provisioning transit records (WA-I-62 and WA-I-63) and handling of calls by CLEC end-users to Qwest offices (WA-14-7). In addition, WCOM seeks clarification of the resolution of the mid-span meet issue (WA-I-7).

**A. Even with the Modifications Required in the Initial Order, the LIS Forecasting Deposit Requirement Continues to Be Troublesome.**

WCOM agrees that both Qwest and CLECs bear a burden to ensure that there is efficient use of resources and sufficient capacity on Qwest's network to avoid blocked calls. WCOM also understands the Staff's conclusion that a reasonable deposit requirement imposed only in the event of a dispute and when a CLEC has failed to meet prior forecasts reflects an appropriate balance of the parties' forecasting responsibilities. However, WCOM continues to have concerns about the circumstances under which such a deposit may be required and Qwest's revised proposal for refunding the deposit based on trunk utilization.

First, the Commission Staff correctly concluded that Qwest should not be permitted to assess a deposit based on underutilization of trunks in other geographic areas. However, Qwest's March 20, 2001 revisions to sections 7.2.2.8.6 and 7.2.2.8.6.1 purportedly made in order to incorporate the conclusions of the Initial Orders fail to properly incorporate this conclusion. Section 7.2.2.8.6.1 continues to require a deposit "if CLEC's trunk utilization over the prior eighteen (18) months is less than fifty percent (50%) of forecast each month," with no limitation to the specific geographic area covered by the forecast that is in dispute and to which the deposit will apply.

Second, WCOM continues to be concerned about Qwest's ability to impose a deposit requirement when utilization is less than *fifty percent (50%).* As noted in WCOM's and AT&Ts initial brief, Qwest's own interconnection trunk utilization is only 53% on average while CLEC's utilization averages only 40%[1] With the 50% standard so close to the level of Qwest's own trunk utilization WCOM believes the 50% standard to be too high. This would essentially allow Qwest to require CLECs to fund its network development where their utilization is comparable to Qwests This is unfair and should not be permitted.

Lastly, WCOM is concerned how the deposit requirement will be applied in practice. Over the years WCOM has experienced considerable difficulties working with Qwest's forecasting process. Qwest's process is unlike the process employed by any other ILEC with which WCOM deals. For example, Section 7.2.2.8.4 alludes to a forecast cycle that includes a 6-month network build. It is WCom's experience that Qwest anticipates the network build by "freezing" the submitted forecasts for a 6-month period. Qwest has refused to accept modifications and updates, (even via standard quarterly forecasts) during such a frozen period. Subsequently, WCom must again "true up" what it had forecasted within the quarterly reports during the frozen forecast period on the next non-frozen quarter. This means, in some cases, WCom will be forecasting growth that had already occurred as long as 6 months earlier, if the capacity need was not known prior to the "freeze." While WCom does not dispute the need for Qwest to take a "snapshot in time" to analyze capacity needs, the six-month frozen period is too long, and results only in gross inaccuracies. WCom in some cases has experienced 40-70% growth in certain trunk groups within a 6-month period. Such growth is not always foreseeable in the 6-month period prior to the growth, but is only foreseeable and available for inclusion in the quarterly forecast for the period immediately before the growth is expected to occur. However, as explained above, Qwest will not permit any updating of a previously "frozen" quarterly forecast, but requires WCOM to include the new "net growth" in a future forecast period that often follows the time in which the growth actually occurs.

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[1] Exhibit 435.

Conversely, Qwest's standard frozen forecast process does not allow CLECs to downsize potential trunking needs through quarterly forecasts. Because forecasts are frozen 6 months prior, Qwest may be working off of inflated capacity needs from CLECs, where such needs would in other ILECs be right-sized through the quarterly forecast. Tying the CLEC to frozen estimates, when correct numbers are available, is an inefficient use of capacity. Furthermore, WCom is convinced that a key cause of the underutilization of Qwest's LIS trunks is due to the requirements imposed by Qwest as part of its own LIS forecasting process. The overall result of this process is that WCOM's forecasts may often be inaccurate because they are required to reflect growth or elimination of trunk groups for past periods. This will skew the circumstances under which the deposit requirement kicks in as well as the circumstances giving rise to refund.

For these reasons, WCOM seeks reconsideration of the decision to impose a deposit requirement even under the limited circumstances of a dispute as to forecasting requirements.

**B. The Initial Order on Mid-Span Meet Should be Clarified (WA-I-7).**

The Staff's Initial Orders correctly concluded that Qwest must allow any technically feasible method of obtaining nondiscriminatory access to UNEs at any point requested by the CLEC. WCOM believes that the Staff determined not to incorporate its four specific types of Mid-Span meet in the SGAT reasoning that the conclusion that Qwest must allow any technically feasible method of intereconnection made inclusion of types of interconnection unnecessary. However, WCOM is concerned that Qwest has interpreted the Staff's order erroneously as rejecting WCOM's suggested means of mid-span meet as opposed to finding them encompassed by the broad directives of the order. Accordingly, WCOM seeks clarification on this point.

### C. Charges for Individual Call Record/Transit Records (WA-I-62 and WA-I-63).

In opposing Qwest's proposal to assess a charge for transit records, WCOM expressed its concern that the benefit to Qwest from receiving such a charge was insufficient to justify the administrative expense associated with imposing such a charge. The Initial Order rejected WCOM's position due to lack of sufficient evidence. WCOM seeks reconsideration of this decision only to the extent of being able to raise this issue again in the context of a pricing proceeding where both cost and pricing information will be available.

### D. Handling of Calls by CLEC End-Users to Qwest Offices (WA-14-7).

The Staff rejected AT&T's and WCOM's recommendation that Qwest should be required to include in its SGAT specific language prohibiting marketing when a CLEC end-user erroneously contacts a Qwest office. The basis for Staff's rejection of this recommendation was its finding that a similar prohibition was already included in Sprint's interconnection agreement and could therefore be adopted as part of other carriers ICA's through the use of Section 252(i) of the Act. WCOM's concern is that there is still great uncertainty regarding the scope of the pick and choose provisions. For example, WCOM is concerned that Qwest would impose Sprint's contract duration on the subject language even if WCOM"s ICA had a different expiration date. For this reason, WCOM seeks reconsideration of the decision not to require such a marketing prohibition in the SGAT.

## CONCLUSION

WCOM appreciates Staff's efforts in preparing such a comprehensive review and analysis of the positions of the parties. However, with respect to the issues addressed above WCOM urges the Commission to clarify the Initial Orders as requested.

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WORLDCOM, INC.

By:___________________________________

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