

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

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

Docket No. UT-063061

EXHIBIT DD-30

TO THE

SURREBUTTAL TESTIMONY OF DOUGLAS DENNEY

ON BEHALF OF ESCHELON TELECOM, INC.

APRIL 3, 2007

EXECUTIVE SUMMARY
ESCHELON TELECOM OF ARIZONA, INC. FORMAL COMPLAINT
AGAINST QWEST CORPORATION
DOCKET NOS. T-01051BA-06-0257 AND T-03406A-06-0257

Eschelon Telecom of Arizona, Inc. ("Eschelon"), a Competitive Local Exchange Carrier ("CLEC") authorized to provide facilities-based local telecommunications service in Arizona, filed a Complaint against Qwest Corporation ("Qwest"), an Incumbent Local Exchange Carrier ("ILEC"), on April 14, 2006 with the Arizona Corporation Commission ("ACC" or "Commission"). The Complaint addresses the alleged refusal by Qwest to provide repairs for disconnects in error and Qwest's alleged refusal to expedite orders for unbundled loops without Eschelon signing an amendment to the Qwest – Eschelon Interconnection Agreement imposing a \$200 per day expedite fee. This particular Complaint involves a disconnect-in-error for a DS1 loop serving a rehabilitation center in Arizona.

Staff's analysis indicates that the Commission approved Eschelon's opt-in to the AT&T Interconnection Agreement on April 28, 2000. Expedite Procedures were already in place at the time. The Expedite Process is a procedure that is followed when a CLEC requests an earlier due date than the standard interval from Qwest for the installation of wholesale products and services to meet customer service needs. The Qwest – Eschelon Interconnection Agreement indicates that Qwest shall provide Eschelon the capability to expedite a service order. The Agreement also allows Qwest the ability to charge a fee for the Expedite. The Change Management Process ("CMP") is a significant factor in Staff's analysis of the Complaint because the CMP provides a means to address changes to the processes and procedures contained in Qwest's Product Catalog ("PCAT"). The processes and procedures are necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing, maintenance and repair services from Qwest. The CMP indicates that the rates, terms, and conditions set forth in any CLEC Interconnection Agreement between the CLEC and Qwest shall prevail when there is a conflict with the changes implemented through CMP and the provisions of the Interconnection Agreement.

Staff concludes that:

- (1) Qwest did not adhere to the terms and conditions of the current Qwest – Eschelon Interconnection Agreement, which allows Eschelon the capability to expedite orders, when Qwest denied this option without Eschelon signing an amendment to the Agreement. Qwest should continue to support the same Expedite Process that has been used in the past for all products and services (including unbundled loops) if the order meets any of the Emergency criteria or conditions or where the customer's safety may be an issue if the Expedite is not processed. No additional charge should be applied beyond the standard installation charge.
- (2) Qwest should continue with the enhancement to the Expedites & Escalations Overview Process, as originally requested by Covad, offering an option to CLECs to expedite orders when the situation does not meet the emergency criteria or conditions. This option should be offered to all

CLECs via an amendment to the CLEC's current Interconnection Agreement and may involve a charge when the option is utilized by the CLEC.

- (3) The Qwest – Eschelon Interconnection Agreement does allow Qwest the ability to impose a fee on Eschelon for expediting orders. Until recently, common practice has been that Qwest has chosen not to charge an additional expedite fee for all products/services that met certain emergency conditions/criteria. Qwest should reimburse the additional \$1800 plus interest (if applicable) that was charged to Eschelon in this particular Complaint.
- (4) Due to the nature of this particular Complaint which stemmed from an Eschelon caused error in disconnection of an incorrect number, Eschelon should implement a training or refresher training program for its representatives stressing the importance of accuracy when ordering changes to their customer's service in order to try to avoid or minimize unnecessary customer service outages.
- (5) Qwest should include a definition of designed and non-designed services in its Arizona tariffs.
- (6) Qwest and the CLECs should include expedites of the installation of Unbundled Loops in their Interconnection Agreement negotiations.
- (7) Staff recommends that a performance measurement for expedites of Unbundled Loops be developed through CMP and that the rate(s) for expedites be considered as part of the next cost docket.