

**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-31

TO THE

SURREBUTTAL TESTIMONY OF DOUGLAS DENNEY

ON BEHALF OF ESCHELON TELECOM, INC.

APRIL 3, 2007

**EXPEDITE CAPABILITY FOR LOOPS – all Qwest states, except WA –
IS EXPEDITE CAPABILITY PROVIDED FOR DSO, DSI, OR NEITHER?**

	EARLIER	PCAT VERSION 11	PCAT VERSION 27	PCAT VERSION 30
Qwest-Eschelon ICA Att. 5: Business Process Requirements: <i>all products</i>	“3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order.” – includes DS0 & DS1	<i>No change:</i> “3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order.” – includes DS0 & DS1	<i>No change:</i> “3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order.” – includes DS0 & DS1	<i>No change:</i> “3.2.2.13 Expedites: [Qwest] shall provide [CLEC] the capability to expedite a service order.” – includes DS0 & DS1
CMP Document, §1.0 (Scope of CMP) ¹	If ICA & CMP/PCAT conflict, ICA controls	<i>No change:</i> If ICA & CMP/PCAT conflict, ICA controls	<i>No change:</i> If ICA & CMP/PCAT conflict, ICA controls	<i>No change:</i> If ICA & CMP/PCAT conflict, ICA controls
Emergency-based “Requiring Approval” (no addt’l fee) – NO AMENDMENT	DS0 DS1	DS0 DS1	DS0 DS1	NEITHER (v.30 <i>removed</i> loops from emergency-based expedite capability)
Emergency-based “Requiring Approval” (no addt’l fee) – W/ AMENDMENT	No amendment at that time	DS0	NEITHER (v.27 <i>added</i> DS0 to list of products eligible for fee-added expedite capability)	NEITHER
Fee-added “Pre-Approved” (\$200 per day advanced) ² – NO AMENDMENT	NEITHER	NEITHER	NEITHER	NEITHER
Fee-added “Pre-Approved” (\$200 per day advanced) – W/ AMENDMENT	No amendment at that time	DS1	DS0 DS1	DS0 DS1

¹ “In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.” Qwest CMP Document, §1.0 [Arbitration BJJ-1; AZ Complaint BJJ A-9 (000173)] available at http://www.qwest.com/wholesale/downloads/2006/061030/QwestWholesaleChangeManagementDocument_10_30_06.doc

² 5 day interval for loops: If advanced 5 days, \$200 X 5 = \$1,000