

**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 MS-8

TO THE

SURREBUTTAL TESTIMONY OF MICHAEL STARKEY

ON BEHALF OF ESCHELON TELECOM, INC.

APRIL 3, 2007

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendraye	Chair
Marshall Johnson	Commissioner
Ken Nickolai	Commissioner
Phyllis A. Reha	Commissioner
Gregory Scott	Commissioner

In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures

ISSUE DATE: November 12, 2003

DOCKET NO. P-421/C-03-616

ORDER FINDING COMPLIANCE FILING INADEQUATE AND REQUIRING FURTHER FILINGS

PROCEDURAL HISTORY

I. The Original Order

On July 30, 2003 the Commission issued an Order in this case finding that Qwest had failed to provide adequate service at several key points in the process of transferring a customer to Eschelon Telecom, Inc. and that these service inadequacies reflected systemic failures that must be addressed. The Commission identified four key failures:

- (1) Qwest failed to adopt operational procedures to ensure the seamless transfer of customers to competitive carriers.
- (2) Qwest failed to adopt operational procedures to prevent its retail division from interfering with Eschelon's ability to serve its customer and to prevent its retail division from providing misleading characterizations of Eschelon's conduct.
- (3) Qwest failed to adopt operational procedures to prevent its retail service representatives from canceling or otherwise modifying wholesale orders.
- (4) Qwest failed to adopt operational procedures to promptly acknowledge and take responsibility for mistakes in processing wholesale orders.

The Order required Qwest to make a compliance filing detailing its proposal for remedying these service inadequacies. The proposal was to include at least the following items:

- (1) Procedures for ensuring that retail service representatives are properly separated from the Company's wholesale operations, including a report on the feasibility of installing computer software to alert retail service representatives when they are dealing with wholesale orders or accounts and computer software to disable retail service representatives' ability to make changes in wholesale orders or accounts.
- (2) Procedures for promptly acknowledging and taking responsibility for mistakes in processing wholesale orders.
- (3) Procedures for reducing errors in processing wholesale orders, including a report on the feasibility of maximizing reliance on electronic processing, with an explanation of the necessity for each manual operation required for wholesale order processing.

II. The Compliance Filing; Parties' Comments

On August 29, 2003, Qwest made the compliance filing required under the July 30 Order.

On September 12, 2003, Eschelon filed comments claiming that Qwest's filing was not in full compliance with the Order, alleging the following deficiencies:

- (1) The procedures proposed for alerting retail service representatives that certain orders were wholesale orders that should not be changed or cancelled were limited to "porting" orders, excluding many if not most of the wholesale orders processed by Qwest.
- (2) The proposal to install computer software to block retail service representatives' ability to make changes in wholesale orders did not include all retail service representatives, did not clearly identify which retail service representatives were included and which were excluded, and did not explain Qwest's rationale for deciding which retail service representatives to include and which to exclude.
- (3) The proposals for reducing errors in processing wholesale orders did not address errors in orders that were manually processed.
- (4) The proposal for complying with the Order's directive to develop "procedures for promptly acknowledging and taking responsibility for mistakes in processing wholesale orders" was limited to addressing typographical errors.
- (5) The filing provided insufficient detail on how Qwest monitors contacts between its wholesale and retail employees, how often it detects improper contacts, and how it deals with those contacts.

On September 25 and October 9 Eschelon filed supplemental comments alleging another incident of inappropriate contact between Qwest's wholesale and retail divisions and questioning the propriety of a Qwest advertising campaign highlighting alleged disparities between Qwest's quality of service and that of its competitors.

On September 15, 2003, the Minnesota Department of Commerce (the Department) filed comments stating that Qwest's compliance filing was not in full compliance with the July 30 Order, alleging the following deficiencies:

- (1) The proposals for reducing errors in processing wholesale orders did not address errors in orders that were manually processed.
- (2) It was not clear that the procedures proposed for alerting retail service representatives that certain orders were wholesale orders that should not be changed or cancelled would apply to all wholesale orders.
- (3) It was not clear that Qwest's proposal to block selected retail service representatives' ability to make changes in wholesale orders would apply to all types of wholesale orders.

III. Commission Proceedings

On October 30, 2003, the compliance filing came before the Commission. The following persons appeared: Qwest, Eschelon, the Department, and McLeod USA Telecommunications, Inc. and U S Link, Inc., appearing jointly in support of Eschelon.

FINDINGS AND CONCLUSIONS

The Commission has examined the compliance filing and concurs with Eschelon and the Department that it does not fully comply with the terms of the July 30 Order.

The filing fails to propose procedures for reducing errors in processing wholesale orders that must be manually processed. It fails to propose procedures for acknowledging any mistakes in processing wholesale orders other than typographical errors. It fails to propose effective procedures to alert retail service representatives when they are dealing with wholesale orders, except for a subset of wholesale orders representing approximately 50% of the total. It fails to provide adequate detail about the scope, rationale, and timing of its plan to block selected retail service representatives' ability to make changes in wholesale orders. It fails to provide adequate detail about how the Company monitors contacts between its wholesale and retail divisions, how it handles inappropriate contacts, and how frequently it finds that inappropriate contacts have occurred.

The Commission will require additional filings to remedy these deficiencies.

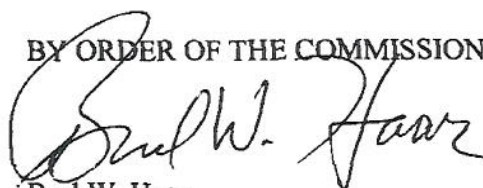
ORDER

1. Within 30 days of the date of this Order, Qwest shall make a compliance filing further detailing processes and procedures for remedying the service inadequacies identified in the Commission's July 30 Order. This filing shall include at least the following items:

- (a) Procedures for extending to all wholesale orders notice procedures alerting retail service representatives when they are dealing with wholesale orders, eliminating references to “porting” orders and “LNP [Local Number Portability] orders in the original compliance filing.
- (b) Modification of the content of the notice alerting retail service representatives when they are dealing with wholesale orders to advise them to refer the customer to the new carrier and take no further action.
- (c) A detailed explanation of which retail service representatives will be blocked from making changes in wholesale orders, which retail service representatives will not be blocked from making changes in wholesale orders, and the reasons for distinguishing between these two groups of retail service representatives.
- (d) A feasibility report justifying any decision that it is not feasible to block all retail service representatives from making changes in wholesale orders.
- (e) Procedures for ensuring that Qwest acknowledges mistakes in processing wholesale orders using the following language: “Qwest acknowledges its mistake in processing this wholesale order. The error was not made by the new service provider.”
- (f) Procedures for extending the error acknowledgment procedures set forth in part (e) to all Qwest errors in processing wholesale orders.
- (g) Procedures for communicating to line staff that time is of the essence both for identifying errors in processing wholesale orders and for providing the acknowledgment set forth in part (e) and procedures for requiring the acknowledgment as soon as practicable after the cause of the error has been identified.
- (h) Procedures for ensuring that acknowledgments appear on Qwest letterhead or other indicia to show that it is Qwest making the acknowledgment.
- (i) Procedures for providing the acknowledgment to the competitive local exchange carrier, who in turn may provide it to the end use customer, to prevent improper contacts with the other carrier’s customer.
- (j) Procedures for preventing use of a confidentiality designation in acknowledgments, to ensure that the competitive local exchange carrier can provide the acknowledgment to its end user customer.
- (k) Procedures for making the acknowledgment process readily accessible to competitive local exchange carriers, including procedures for identifying clearly the person(s) to whom requests for acknowledgments should be directed.

- (l) Procedures for ensuring that persons designated to provide acknowledgments have been appropriately trained and have the authority to provide acknowledgments.
 - (m) A proposal for including performance measures for Centrex 21 and linesharing services in performance measure PO-2 in the Long Term PID process, including submission of a proposal for such performance measures to the Long Term PID Administration Forum by the next filing deadline of November 6, 2003.
 - (n) A proposal for reducing errors in processing manual wholesale orders, such as additional proof reading.
2. The compliance filing required in paragraph 1 shall include time lines for implementing each item.
 3. Qwest shall file quarterly reports with the Department of Commerce on how many disciplinary actions and training sessions have occurred as a result of improper contacts or activities between the Company's wholesale and retail divisions.
 4. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION



Burl W. Haar
Executive Secretary

(S E A L)

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BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

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In the Matter of a Request by Eschelon
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Procedures

ISSUE DATE: July 30, 2003

DOCKET NO. P-421/C-03-616

ORDER FINDING SERVICE INADEQUATE
AND REQUIRING COMPLIANCE FILING

PROCEDURAL HISTORY

On April 21, 2003, Eschelon Telecom, Inc. filed a petition that did the following things:

- (a) asked the Commission to investigate the reasonableness and adequacy of Qwest Corporation's procedures for processing wholesale orders, stating that Eschelon had recently lost a major customer when Qwest's wholesale division erroneously disconnected the customer while processing the order that would have transferred the customer from Qwest to Eschelon;
- (b) asked the Commission to investigate the nature and appropriateness of the separation between Qwest's wholesale and retail divisions, stating that Qwest's retail division used the wholesale division's erroneous disconnection to win back the customer and used computer capabilities that should have been off-limits to retail personnel to cancel Eschelon's wholesale order;
- (c) asked the Commission to establish an informal intervention or mediation process by which telecommunications carriers could get regulatory assistance in resolving inter-carrier, time-critical issues affecting customers.

On April 25, 2003, the Commission issued a notice requesting comments on Eschelon's petition.

Covad Communications Company and MCI filed comments supporting the request to establish an informal regulatory intervention-mediation process. AT&T Communications of the Midwest, Inc. filed comments supporting the request for an investigation into the operational relationship between Qwest's retail and wholesale divisions.

The Department of Commerce filed comments recommending that the Commission order Qwest to reconfigure its wholesale service ordering system to give competitive local exchange carriers as much control over the processing of their wholesale orders as Qwest's retail service representatives have.

Qwest filed comments in which it (a) supported an informal regulatory intervention-mediation process; (b) expressed regret for the errors that led to Eschelon's loss of the customer; (c) contended that the incident was a one-time occurrence adequately addressed internally and requiring no regulatory response; and (d) argued that the issue of information-sharing between Qwest's retail and wholesale divisions was hotly contested and would be thoroughly addressed in the ongoing interconnection arbitration between Qwest and AT&T, making further examination here unnecessary and inefficient.¹

On July 17, 2003, the matter came before the Commission.

FINDINGS AND CONCLUSIONS

I. Factual Background

The basic facts of this case are not disputed. One of Qwest's large business customers, a financial services firm with hundreds of telephone lines and combined local and long distance billings of approximately \$463,655 per year, decided to transfer its service from Qwest to Eschelon. Eschelon followed Qwest's procedures to complete the service transfer, electronically submitting a wholesale order form on March 27. That form listed April 9 as the date on which service should be transferred to Eschelon.

Qwest's procedures for processing wholesale orders are not totally automated, and the date of the service transfer had to be manually entered into Qwest's system in five separate work orders, since the service transfer involved multiple lines and specialized services. The Qwest employee who entered the data inadvertently entered that day's date, March 27, on two of these five work orders. That error resulted in Qwest taking approximately 80 of the customer's lines out of service that night, two weeks before Eschelon was prepared to serve them, with no notice to Eschelon or the customer.

When the customer found the lines disconnected the next morning, the customer called Qwest's retail division, which, instead of referring the call to Qwest's wholesale division or to Eschelon, tried to resolve the problem itself. Here the undisputed facts become sketchier, and the parties

¹ *In the Matter of the Petition of AT&T Communications of the Midwest, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252(b)*, Docket No. P-442, 421/IC-03-759.

disagree on what the uncontested facts mean. Eschelon claims that Qwest used the disconnection as an opportunity to win back the customer, nurturing, if not creating, the impression that the disconnection was the result of Eschelon's negligence. Qwest claims that its retail service representative misread the situation, thought she was dealing with retail orders, and appropriately ended her contact with the customer once she knew she was dealing with a service transfer situation.

Interpretations aside, the following facts are not disputed. Service to the customer was not restored until the afternoon of March 28. By that time the customer had reversed its decision to transfer service to Eschelon, and Qwest retains the customer to this day.

When the customer told Eschelon it no longer wished to transfer its service to Eschelon, Eschelon tried to cancel the service transfer, submitting an electronic cancellation order in compliance with Qwest's procedures. Qwest rejected the cancellation order, however, because its system is programmed to reject such orders once any of the work orders effecting a service transfer have been implemented. Here, of course, two of the five work orders had been erroneously implemented. Eschelon was therefore unable to honor its customer's request and contacted Qwest's wholesale division for help in canceling the service transfer.

When Eschelon reached the appropriate wholesale service representative, however, Eschelon learned that the three remaining work orders had been canceled by the Qwest retail service representative working with the customer, at the customer's request. This was a serious breach of Qwest's company policies, which require strict separation between Qwest's retail and wholesale divisions. Supervisory staff informed the retail service representative that she was not supposed to "touch" wholesale orders and that the remaining work orders would be reinstated and implemented unless Eschelon canceled them.

The retail service representative then sent the following e-mail to the customer:

Hi [Customer Name Redacted],

Just to let you know, I was contacted by our wholesale group and they advised that due to the fact that they have an ASR that has not been cancelled by Eschelon that they have to reissue those Orders due on 4-09. Eschelon HAS to cancel the ASR with our wholesale group or these orders will process.

If you could get the information to [Customer Name Redacted] I'd really appreciate it because I know it's a big issue if the lines go down.

Thanks!

[Qwest Name Redacted]

Eschelon argues that this e-mail unfairly damaged its relationship with its customer in the following ways:

- (a) It did nothing to correct and in fact reinforced the customer's impression that Eschelon was to blame for the service outage.
- (b) It implied that Eschelon was failing to comply with the customer's request to stop the service transfer, when in fact Eschelon was powerless to stop the transfer and was working with Qwest's wholesale division to get them to stop the transfer.
- (c) It alarmed the customer by suggesting that there was a serious possibility that Eschelon would fail to cooperate with Qwest in canceling the service transfer and that another disconnection would result.

Qwest argues that the e-mail merely informed the customer that the transaction at issue was a wholesale transaction, that the retail service representative's cancellation of the remaining service orders had been or would be rescinded, and that the customer must deal with Eschelon if it wished to reverse its earlier decision to transfer service to Eschelon.

Eschelon did work with Qwest's wholesale division to cancel the remaining service orders and ensure that the customer's lines did not go down again. The work orders remained canceled; the lines did not go down; and the customer continues to receive service from Qwest to this day.

Eschelon states that it had difficulty convincing the customer that Eschelon bore no responsibility for the service outage, that the customer requested a written statement from Qwest explaining the cause of the outage, and that Qwest delayed and obfuscated in response to this request. The record does show that Qwest's first explanation, a "root cause" analysis of the outage, was written in technical jargon and that a written explanation in lay terms was not provided until April 16, 2003, nearly three weeks after the outage.

II. The Legal Standard

Eschelon is seeking an investigation to determine how Qwest's procedures for processing wholesale orders could be changed to prevent a recurrence of the kinds of events that led to the loss of this major customer. Eschelon emphasizes that it could have brought this case as a complaint under Minn. Stat. § 237.462, the competitive enforcement statute, but that it chose a less formal route in the hope of a speedier resolution.

Eschelon's filing obviously raises issues that could be developed and examined in a full-blown competitive enforcement proceeding. Eschelon has instead chosen a problem-solving approach, asking the Commission to undertake whatever investigation is necessary to improve Qwest's procedures for processing wholesale orders from competitive carriers. The Commission will therefore examine Eschelon's claims and request for relief under the statute giving it general investigatory and remedial powers, Minn. Stat. § 237.081, reserving judgment on whether Qwest's conduct was discriminatory or anti-competitive under the competitive enforcement statute.

The Commission's general authority to require telephone companies to provide adequate service on just reasonable and reasonable terms is codified at Minn. Stat. § 237.081. That statute authorizes the Commission to conduct an investigation whenever it believes, or whenever any provider of telephone service alleges, that any "practice, act, or omission affecting or relating to the production, transmission, delivery, or furnishing of telephone service or any service in connection with telephone service is in any respect unreasonable, insufficient, or unjustly discriminatory, or that any service is inadequate or cannot be obtained."

Subdivision 2 of that statute authorizes the Commission to conduct any necessary investigation, including contested case proceedings if the Commission finds that a significant factual issue has not been resolved to its satisfaction. Subdivision 4 authorizes relief at the end of the investigation:

At the end of its investigation if the Commission finds that "(1) a service that can be reasonably demanded cannot be obtained, (2) that any rate, toll, tariff, charge, or schedule, or any regulation, measurement, practice, act, or omission affecting or relating to the production, transmission, delivery, or furnishing of telephone service or any service in connection with telephone service, is in any respect unreasonable, insufficient, or unjustly discriminatory, or (3) that any service is inadequate, the commission shall make an order respecting the tariff, regulation, act, omission, practice, or service that is just and reasonable and, if applicable, shall establish just and reasonable rates and prices.

The Commission finds that there are no significant factual issues that have not been resolved to its satisfaction for purposes of determining the adequacy of Qwest's procedures for processing wholesale orders.

III. Commission Action

A. Inadequate Service Found

The Commission finds that the uncontested facts in this case demonstrate that Qwest failed to provide adequate service at several key points in the customer transfer process and that these inadequacies reflect systemic failures that must be addressed.

The key points at which Qwest provided inadequate service are set forth below.

1. Qwest failed to adopt operational procedures to ensure the seamless transfer of customers to competitive carriers.

Qwest made data entry errors when it processed Eschelon's properly submitted wholesale customer transfer order. These errors caused Eschelon's new customer to lose service to some 80 phone lines for much of a business day, which in turn caused the customer to reverse its decision to transfer its service to Eschelon.

The customer's decision was foreseeable. Telecommunications services are essential services, and customers are unlikely to transfer their service to competitive carriers if they perceive a significant risk that the transfer will disrupt their service. Seamless service transfers are therefore a critical part of providing adequate wholesale service.

Qwest failed to establish and maintain effective procedures to ensure the seamless transfer of customers between telecommunications carriers. The company did not have adequate proofreading procedures in place, nor did it have the electronic processing capability required to protect migrating customers from wrongful disconnection. This lack of effective procedures constitutes inadequate service, and the Commission will require the Company to file a plan to remedy the inadequacy.

The Company should examine with special care the possibility of relying more heavily on automated procedures, which would both reduce the opportunities for data entry errors and give competitive carriers greater access to and control over their wholesale orders.

2. Qwest failed to adopt operational procedures to prevent its retail division from interfering with Eschelon's ability to serve its customer and to prevent its retail division from providing misleading characterizations of Eschelon's conduct.

Qwest's retail division interfered with Eschelon's ability to serve its customer by failing to refer the customer to Eschelon when it called to report the service outage. Instead, Qwest's retail service representative dealt with the customer, who decided in the course of those dealings to reverse its decision to transfer its service to Eschelon.

The only reasonable inference from these facts is that the service outage, coupled with the customer's dealings with Qwest's retail service representative, convinced the customer that it would be in better hands with Qwest than with Eschelon. The customer would have been less likely to reach this conclusion if Qwest had referred the customer to Eschelon from the start.

If Eschelon had been allowed to handle the situation from the start, the customer probably would have understood much earlier that the service outage was entirely due to Qwest's error. Eschelon had every incentive to make this clear. Qwest, on the other hand, had every incentive to obfuscate and to divert the customer's attention from the cause of the outage to other issues. Similarly, if Eschelon had been allowed to handle the situation from the start, the customer would have witnessed Eschelon's efforts to restore service instead of Qwest's. This might have prevented the loss of confidence that led the customer to reverse its decision to transfer its service to Eschelon.

Finally, if Qwest had referred the customer to Eschelon from the start, the customer would not have received the misleading e-mail from Qwest's retail service representative discussed in section I. That e-mail, which warned the customer that it would lose service again unless Eschelon took specific action to cancel its service transfer order, was misleading in at least two ways. First,

Eschelon could not take the specific action mentioned in the e-mail because the configuration of Qwest's automated system made it impossible. Second, there was no reasonable basis for fear that the service would go down again due to Eschelon, since Eschelon was already doing everything within its power to cancel the service transfer order.

As a provider of monopoly and bottleneck wholesale services, as well as the best-known provider of retail services, Qwest has unparalleled opportunities to manipulate the wholesale service transfer process to its benefit. For this reason, ensuring that calls from other carriers' customers are immediately referred to them and preventing misleading characterizations of other carriers' conduct are critical to providing adequate wholesale service.

Qwest failed to establish and maintain effective operating procedures to prevent inappropriate contacts with Eschelon's customer and to prevent misleading communications in the course of those contacts. This failure constitutes inadequate service, and the Commission will require the Company to file a plan to remedy the inadequacy.

3. Qwest failed to adopt operational procedures to prevent its retail service representatives from canceling or otherwise modifying wholesale orders.

Qwest granted its retail service representative (and apparently grants all its retail service representatives) access to the computer software that implements wholesale service transfer orders. She used that access to deactivate the work orders that would have finished transferring the customer to Eschelon, without authorization from Eschelon.

This was a serious breach of Qwest's company policies, and the retail service representative was informed by supervisory staff that she was not supposed to "touch" wholesale orders. It was also a serious breach of industry standards for ensuring that wholesale service transfers are not derailed at the point of implementation by collusion or other improper contact between Qwest's wholesale and retail divisions. It was also inadequate wholesale service.

While Qwest recognized the seriousness of this conduct after the fact, it did not have effective operating procedures or structural safeguards in place to prevent it. The absence of such procedures and safeguards constitutes inadequate service. Both Eschelon and the Department of Commerce have recommended that Qwest reconfigure its computer system to deny retail personnel access to wholesale orders and to provide an unmistakable systems message, such as a "pop-up" message, telling retail personnel when they are dealing with a wholesale account.

The Commission will require the Company to file a plan to remedy this service inadequacy, giving special consideration of the possibility of using the "pop-up" message discussed above.

4. Qwest failed to adopt operational procedures to promptly acknowledge and take responsibility for mistakes in processing wholesale orders.

Eschelon reports that the disconnected customer asked Eschelon to document its claim that Qwest's errors had caused the service outage; the company also reports that Qwest was dilatory and uncooperative in helping to provide this documentation. Eschelon submitted into the record its April 3 e-mail to Qwest urgently seeking a written statement explaining that Qwest's errors had caused the service outage. Qwest did not provide a comprehensible statement taking responsibility until April 16, in an e-mail to Eschelon. This is inadequate service.

Providing adequate wholesale service includes taking responsibility when the wholesale provider's actions harm customers who could reasonably conclude that a competing carrier was at fault. Without this kind of accountability and transparency, retail competition cannot thrive. Telecommunications service is an essential service, and few customers will transfer their service to a competitive carrier whose service quality appears to be inferior to the incumbent's.

The Commission will require the Company to file a plan to remedy this service inadequacy and to promptly acknowledge and take responsibility for mistakes in processing wholesale orders.

B. Compliance Filing Required

At hearing Qwest did not concede service inadequacy, but it did express openness to seeking cost-effective ways to improve its wholesale order processing procedures. Qwest, too, is clearly concerned that there be no repetition of the kinds of events that led to this filing. It seems clear, then, that the most promising way to proceed is to require Qwest to develop and submit proposals for remedying the service inadequacies identified in this case and to permit the parties to comment on those proposals.

The Commission will so order.

C. Intervention-Mediation Process Issue Not Reached

In its comments the Department of Commerce stated that it is always available to respond to inquiries from competitive carriers or from Qwest and that it is willing to work with the parties to establish a more defined mediation process if necessary. The parties stated that this adequately addresses their concerns, and the Commission concurs that no formal action is necessary at this time.

ORDER

1. Within 30 days of the date of this Order, Qwest shall make a compliance filing detailing its proposal for remedying the service inadequacies identified in this Order. This proposal shall include
 - (a) procedures for ensuring that retail service representatives are properly separated from the Company's wholesale operations, including a report on the feasibility of installing computer software to alert retail service representatives when they are dealing with wholesale orders or accounts and computer software to disable retail service representatives' ability to make changes in wholesale orders or accounts;
 - (b) procedures for promptly acknowledging and taking responsibility for mistakes in processing wholesale orders;
 - (c) procedures for reducing errors in processing wholesale orders, including a report on the feasibility of maximizing reliance on electronic processing, with an explanation of the necessity for each manual operation required for wholesale order processing.
2. Comments on the compliance filing shall be filed with 15 days of the date the compliance filing is made.
3. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION

Burl W. Haar
Executive Secretary

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