

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

TEL WEST COMMUNICATIONS, LLC

Petitioner

v.

QWEST CORPORATION, INC.

Respondent.

Docket No. UT-013097

QWEST CORPORATION'S FIRST
AMENDED ANSWER TO FIRST AMENDED
PETITION FOR ENFORCEMENT

INTRODUCTION

On January 31, 2002, the Administrative Law Judge issued an order¹ denying Qwest's motion to strike from Tel West's First Amended Petition ("Amended Petition") certain allegations pertaining to Qwest's alleged performance prior to the effective period of the Current Agreement.² In that order, Qwest was granted leave to file an amended answer.³ This First Amended Answer is being filed pursuant to that order.

ANSWER TO FIRST AMENDED PETITION FOR ENFORCEMENT

Pursuant to RCW 80.04.110, and WAC 480-09-420 and WAC 480-09-530, Qwest answers

¹ *Second Supplemental Order, Docket No. UT-013097 ("Second Supplemental Order"), ¶ 13.*

² For purposes of this answer, the terms "First Agreement" and "Current Agreement" are used as defined by Tel West in paragraph 2 of the Amended Petition.

³ *Second Supplemental Order, ¶ 19.*

1 the complaint in this matter as follows. Qwest denies all allegations of the complaint not expressly
2 admitted herein. Qwest may, in the future, amend its answer to conform to the evidence pursuant to
3 WAC 480-09-530(3).

4 **ANSWER TO INTRODUCTION**

5 1. As to the introductory paragraph of the Amended Petition, Qwest denies all
6 allegations that it has violated the Current Agreement.

7 **ANSWER TO SECTION I.**
8 **(PETITIONING PARTY)**

9 2. As to paragraph 1 of the Amended Petition, Qwest admits all allegations set forth
10 therein.

11 3. As to paragraph 2 of the Amended Petition, Qwest admits all allegations set forth
12 therein.

13 **ANSWER TO SECTION II.**
14 **(STATUTES AND RULES AT ISSUE)**

15 4. As to paragraph 3 of the Amended Petition, Qwest does not dispute that this matter,
16 excluding the objectionable allegations (see Qwest's motion to strike, dated January 18, 2002), is
17 appropriate for resolution under a Section 530 Adjudication. Qwest does not have enough
18 information to respond to Tel West's request for discovery under WAC 480-09-480.

19 **ANSWER TO SECTION III.**
20 **(EFFORTS TO RESOLVE DISPUTE)**

21 5. As to paragraphs 4 through 12 of the Amended Petition, Qwest finds itself in a
22 difficult position. While it does not see the utility of litigating whether Tel West has met its
23 prerequisite obligation under WAC 480-09-530 to engage in good faith negotiations prior to
24 commencing a Section 530 Adjudication, Qwest is offended by Tel West's characterization of the
25 parties' interactions over the past two years. Qwest has repeatedly met or offered to meet with Tel
26 West to talk through its concerns. Qwest has assembled teams of employees to respond to Tel
27 West's complaints and to test Tel West's systems. Tel West has rejected nearly all of Qwest's

1 proposed solutions, has refused to meet on at least one occasion and has not availed itself of special
2 resources (for instance, a dedicated customer service representative) provided by Qwest as an
3 accommodation. Furthermore, Tel West implies on at least four occasions that Qwest and Tel West
4 have reached no resolutions. This too is false. While the exact details of what was accomplished
5 are subject to ER 408, Qwest can report that it and Tel West came to successful closure on at least
6 four purportedly-important issues in the month of December 2001.⁴ Tel West's implications that
7 Qwest has done nothing but block Tel West's "good faith" efforts to resolve its concerns are
8 disingenuous.

9
10 **ANSWER TO SECTION IV.A.
(PROVISIONING IN SUBSTANTIALLY THE SAME TIME)**

11 6. As to paragraph 13 of the Amended Petition, the text of the Current Agreement and
12 the First Agreement speaks for itself and Qwest offers no specific response to Tel West's recitation
13 of provisions from that agreement. Qwest denies Tel West's allegations concerning Qwest's failure
14 to comply with Section 6.2.3 of the Current Agreement and concerning its performance under
15 performance metric OP-4C during the relevant period, that being after the effective period of the
16 Current Agreement .

17 7. By way of background, OP-4 is one of fifty-three separate performance metrics
18 (known more precisely as "Performance Indicator Definitions" or "PIDs") collaboratively designed
19 under the direction of the Regional Oversight Committee ("ROC"). The PIDs were designed as a
20 means to measure the adequacy of Qwest's service to CLECs and its actual commercial
21 performance in meeting the requirements of the competitive checklist under Section 271 of the
22 Telecommunications Act.⁵

23
24 ⁴ If Tel West consents, Qwest would be pleased to present the Commission details on what issues were resolved during this timeframe.

25 ⁵ Qwest tracks its commercial data on a regional and a state-by-state basis, both on a CLEC-specific level (which is held confidential) and an aggregate (all CLECs) level. Each month, two versions of each aggregate state and regional report (one version organized strictly by PID categories and one version organized by checklist item) are posted for public inspection on Qwest's external website at <http://www.qwest.com/wholesale/results/index.html>. The page appended as Exhibit F to the Amended Petition is an excerpt from the December 24, 2001 CLEC-specific (thus, confidential), Washington-specific, PID-organized data report produced by Qwest for Tel West. Additional relevant pages from the same data report and from the subsequent data report (dated January 17, 2002) are attached

1 8. OP-4 tracks the average time to install service. Attached hereto as Exhibit A are the
2 definitional pages for OP-4 and OP-3 (discussed below) from the October 22, 2001 ROC 271 PID
3 Version 4.0. Also included in Exhibit A is a document entitled Summary of Notes on the Qwest
4 Regional Performance Results Report December 2000 through November 2001. Such summaries
5 are compiled by Qwest to document comments to and actions taken by the ROC with regard to
6 particular PIDs. An accurate understanding of exactly how a particular PID is being tracked and
7 reported requires reading both PID Version 4.0 and the Summary of Notes.

8 9. With that background, Tel West's allegation that Qwest is not complying with
9 Section 6.2.3 of the Current Agreement (requiring Qwest to provide Tel West telecommunications
10 services in substantially the same time as it provides such services to itself, its subsidiaries, its
11 affiliates, other resellers and its retail end users) is unfounded for at least two reasons.

12 10. First, Tel West has selectively directed the Commission to only one (OP-4C for
13 residential POTS lines) of many measures that tracks Qwest's installation performance each month.
14 OP-4C, a submeasurement of OP-4, tracks the average installation interval for services not requiring
15 a technician dispatch. Tel West fails to discuss Qwest's performance under OP-4A and OP-4B,
16 which track the average installation interval for dispatched orders. This is not surprising given that
17 Qwest provided superior service to Tel West than it did its own retail customers in November and
18 December under both measures for residential orders. For OP-4A (dispatches within metropolitan
19 statistical areas or "MSAs"), Qwest provisioned applicable residential orders in average of 3.51
20 days for Tel West and 4.66 days for Qwest retail customers in November and in an average of 3.08
21 days for Tel West and 4.80 days for Qwest retail customers in December.⁶ *See Exhibit B.* For OP-
22 4B (dispatches outside MSAs), Qwest provisioned applicable residential orders in average of 3.17
23 days for Tel West and 4.50 days for Qwest retail customers in November and 2.71 days for Tel

24 _____

25 hereto as confidential Exhibit B, which is incorporated herein in its entirety by this reference.

26 ⁶ Qwest's undersigned counsel spoke with counsel for Tel West on January 17, 2002 and confirmed that Tel
27 West does not consider the data appearing in the CLEC result, Qwest result, Z score or parity score columns of Tel
28 West's data report confidential. It is based on this consent that Qwest is discussing these results in the body of this
29 answer.

1 West and 4.48 days for Qwest retail customers in December . *Id.* Neither does Tel West direct the
2 Commission’s attention to Qwest’s performance under OP-3, which measures the percentage of
3 installation commitments met. For residential lines in November, Qwest met 94.59% of its
4 installation commitments to Tel West for dispatched orders within MSAs (OP-3A), 100% of its
5 commitments to Tel West for dispatched orders outside MSAs (OP-3B) and 100% of its
6 commitments to Tel West for non-dispatch orders (OP-3C). *Id.* For residential lines in December,
7 Qwest met 97.30% of installation commitments to Tel West for dispatched orders within MSAs
8 (OP-3A), 100% of its commitments to Tel West for dispatched orders outside MSAs (OP-3B) and
9 100% of its commitments to Tel West for non-dispatch orders (OP-3C). *Id.* Each of these results
10 for November and December was superior to or at statistical parity with Qwest’s retail results.
11 Review of all OP-3 and OP-4 measures – rather than review of the isolated subset described by Tel
12 West -- in a given month is necessary to fairly evaluate Qwest’s installation parity performance.

13 11. Second, the single data point relied upon by Tel West (OP-4C for November 2001)
14 undermines its central argument since Qwest achieved statistical parity in November and December.
15 While it is true that the average installation interval was 0.10 days longer for Tel West’s residential
16 non-dispatch orders than for Qwest residential non-dispatch orders, the analysis does not end there.
17 Instead, statistical analysis of the results must be done (and is done by Qwest and shown in the data
18 reports) to evaluate whether the differential reported is statistically significant. If a statistically
19 significant disparity does not exist, performance is at parity under the FCC’s analysis.⁷

20 12. Qwest’s statistical analyses to determine whether apparent disparities are, in fact,
21 statistically significant are reflected in its monthly ROC 271 Results Reports. Qwest’s statistical
22 approach is based on statistical methods the FCC has accepted, for example in the New York Order.
23 Under these standards, if the Z score (shown in the ninth column of the OP-4C data chart) is higher

24 _____
25 ⁷ *In the Matter of the Application by Bell Atlantic New York for Authorization under Section 271 of the*
26 *Communications Act to Provide In-region InterLATA Service in the State of New York, 15 FCC Rec’d. 5953*
27 *(1999), (“New York Order”) ¶ 58 (“In this case, we conclude that to the extent there is no statistically significant*
difference between Bell Atlantic’s provision of service to competitive LECs and its own retail customers, we need
not look further.”).

1 than +1.645, retail performance is better than wholesale performance by a statistically significant
2 margin. The same is true if the parity score (shown in the tenth column) is a positive number.⁸ For
3 November, the apparent disparity of 0.10 days for OP-4C is shown to NOT be statistically
4 significant (the Z score is 1.33; the parity score is -0.19). *See Exhibit B.* For December, the
5 apparent disparity of 0.04 days is shown to NOT be statistically significant (the Z score is 0.49; the
6 parity score is -0.7). As such, Tel West's only evidence proves the exact opposite of its
7 conclusion. The allegations set forth in Section IV.A. of the Amended Petition should be dismissed
8 from this proceeding.

9 13. As to paragraph 14 of the Amended Petition, Qwest denies the allegations set forth
10 therein.. To the extent Tel West's allegations in that paragraph pertain to periods on or following
11 October 31, 2001, Qwest refers the Commission to paragraphs 6 through 12 of this answer. While
12 earlier periods are irrelevant to this proceeding, Qwest notes that measure OP-4C underwent
13 substantial changes during the course of 2001 to ensure it was offering a meaningful comparison of
14 equivalent services between Qwest's wholesale and retail operations. Furthermore, given that the
15 relief Tel West seeks is prospective in nature, Qwest's most recent performance is clearly the most
16 revealing data to allow the Commission to determine whether Qwest is complying with its
17 obligation under the Current Agreement to provide telecommunications services to Tel West in
18 substantially the same time as it does to itself and its customers.

19 14. As to paragraph 15 of the Amended Petition, Qwest has no first hand knowledge of
20 what steps, if any, Tel West has taken to confirm that its practices, procedures, employees, facilities
21 or equipment are not responsible for alleged provisioning disparities, and therefore denies the same.
22 For the reasons set forth above, Qwest will not in this document respond to Tel West's allegations
23 regarding the December 13, 2001 test as Qwest believes that information is subject to Evidence
24 Rule 408.⁹

25 _____
26 ⁸ Attached hereto as Exhibit C is a report entitled "Understanding Qwest's 271 Statistical Reports." This
document describes the statistical methodology underlying Qwest's performance metrics.

27 ⁹ As reflected in the Second Supplemental Order (at paragraph 5), Tel West has agreed to strike from its
Amended Petition all allegations relating to the December 13, 2001 test.

1 nonstandard provisioning intervals” (*Amended Petition*, ¶ 19) is knowingly false since Tel West
2 has, on many occasions, requested and received expedited, nonstandard installation intervals. In
3 fact, between November 1, 2001 and January 31, 2001, Tel West received expedited intervals on
4 **[CONFIDENTIAL INSERT NO. 1]**. Finally, Tel West’s allegations in that paragraph that its
5 inability to request nonstandard provisioning intervals gives Qwest “a provisioning advantage it can
6 use to win customers” is undermined by two facts. First, as quoted above, Tel West alleges in
7 paragraph 26 of the Amended Petition that it does not compete with Qwest for customers since Tel
8 West serves customers who cannot obtain service from Qwest. Second, as described in paragraph
9 12 above, Qwest’s November 2001 performance data (the only data available relating to the
10 effective period of the Current Agreement) shows Qwest has provided Tel West parity installation
11 service in terms of installation commitments met (OP-3A, OP-3B and OP-3C) and average
12 installation interval (OP-4A, OP-4B and OP-4C).

13 19. As to paragraph 20 of the Amended Petition, Tel West overstates the auto-population
14 capabilities of SONAR (Qwest’s retail ordering system). Qwest denies that **[CONFIDENTIAL**
15 **INSERT NO. 2]**. In addition, Tel West implies that its interface with Qwest’s OSS does not allow
16 auto-population of data. That is false. Qwest’s IMA-GUI system (discussed in detail below) is
17 capable of auto populating multiple fields in the creation of a CLEC’s local service request
18 (“LSR”), including, but not limited to, validated address information,¹⁰ reserved telephone numbers,
19 reserved appointments and, in many cases, the end user’s account number. In addition, in most cases
20 when an LSR requests the conversion of a Qwest account to a CLEC account with similar or the
21 same services, IMA allows for the automatic population of account product and feature information.
22 Finally, in response to Tel West’s allegation that Qwest’s SONAR system’s auto population of data
23 “gives Qwest retail a significant competitive advantage,” Qwest again refers the Commission to the
24 fact that the relevant performance data shows Qwest is providing Tel West provisioning intervals

25 _____
26 ¹⁰ If a CLEC goes through the pre-ordering function of validating the end user’s address, IMA-GUI will store
27 that address (and up to 9 others) and provide them in a drop-down in the address field of the LSR. If the CLEC
chooses the applicable address from the drop-down, that address is then auto-populated in all other address fields in
the LSR.

1 substantially in the same time, as required by Section 6.2.3 of the Current Agreement.

2 20. As to paragraph 21 of the Amended Petition, Qwest denies that Tel West needs or is
3 entitled to direct access to all internal Qwest systems and features. The allegations set forth in that
4 paragraph are not specific enough to respond to in a precise manner. However, to the extent Tel
5 West is implying that Qwest is breaching Section 6.2.3 of the Current Agreement by providing Tel
6 West “mediated access” – as opposed to direct access to all Qwest internal systems – Tel West is
7 incorrect, as a matter of well-settled law and as a matter of practicality. In addition, such an
8 implication is contrary to Tel West’s obligations under Section 12.0 of the Current Agreement to
9 utilize mediated access to Qwest’s systems. Qwest notes that Tel West neglected to attach Section
10 12.0 of the Current Agreement (with the exception of one page therefrom) to the Amended Petition.
11 That section (along with Section 9.12—discussed below) is attached hereto as Exhibit E and
12 incorporated herein by this reference.

13 21. Tel West uses the interconnect mediated access (“IMA”) system to submit LSRs to
14 Qwest. IMA is an electronic interface provided to CLECs for initiating pre-ordering queries, such
15 as viewing a customer service record and for submitting ordering transactions (the LSRs). IMA has
16 been in operation for over five years and is used extensively by a large number of CLECs across the
17 Qwest region. IMA can be accessed in two ways: either via a computer-to-computer electronic
18 data interchange (“EDI”) interface or via a graphical user interface (“GUI”). The IMA-GUI
19 interface, which Qwest believes Tel West uses, allows a CLEC to access IMA functions using only
20 a web browser, appropriate authorization and a connection to the Internet. IMA-GUI provides
21 CLECs with the ability to generate a multitude of pre-ordering queries¹¹ and to submit LSRs for a
22 wide variety of products.¹²

23
24 ¹¹ Pre-ordering functions include the following: Qualify Unbundled Loop, Validate Address, Review CSR
(Customer Service Record), Schedule Appointment, Reserve Telephone Numbers, Service Availability, Check
Facility Availability, Validate CFA (Connecting Facility Assignment), Meet Point Query.

25 ¹² Supported products include the following: Unbundled Loop, including Unbundled Feeder Loop, Unbundled
26 Distribution Loop, and various combinations with Local Number Portability; Shared Loop; Centrex; Private Line;
Public Access Line; ISDN PRI Facility or Trunk; Resale POTS; Designed Trunks; PBX; Local Number Portability;
27 Interim Number Portability; Qwest DSL (or “MegaBit”); Unbundled Digital or Analog Trunk, Trunk Port Facility,
Line-side Switch Port; Resale Frame Relay; UNE-C; UNE-P – POTS or ISDN BRI; Directory Listing; and
Unbundled DS1 or Analog DID/PBX Trunk or Trunk Port Facility.

1 22. In the First Report and Order,¹³ the FCC ordered ILECs to provide access to pre-
2 ordering, ordering, provisioning, maintenance and repair, and billing functions. The order includes
3 an extensive discussion of the need for electronic ordering interfaces and of the value of using
4 national standards for these interfaces. In paragraph 527 of the order, the FCC stated the following:
5 “Ideally, each incumbent LEC would provide access to support systems through a nationally
6 standardized gateway. Such national standards would eliminate the need for new entrants to
7 develop multiple interface systems, one for each incumbent.” In its New York Order, the FCC
8 specifically endorsed Bell Atlantic’s provision of EDI and GUI access to its OSS and found that
9 Bell Atlantic provided nondiscriminatory access to OSS pre-ordering functions.¹⁴ Thus, Tel West’s
10 implication that mediated access (such as the IMA-GUI system it uses) is inherently discriminatory
11 is incorrect as a matter of law.

12 23. Practically, the IMA-GUI system provides CLECs with advantages they would not
13 enjoy if they had direct access to Qwest’s systems. As directed by the FCC, IMA has been
14 developed in compliance with the Ordering and Billing Forum Local Service Ordering Guidelines
15 (“LSOG”). As such, IMA provides CLECs with an interface that complies with national standards
16 and guidelines. **[CONFIDENTIAL INSERT NO. 3]** IMA bridges the difference in field and data
17 values for the CLEC by matching the LSOG LSR fields to Qwest internal service order fields.
18 **[CONFIDENTIAL INSERT NO. 4]** IMA effectively communicates with the appropriate Qwest
19 back office systems and negates the need for a CLEC to understand, access, and use the multitude of
20 different Qwest systems. Instead, CLECs are able to access one interface with one set of screens
21 and one set of functions. In addition, as discussed above, the IMA-GUI allows for further ease of
22 use by auto-populating appropriate fields. Lastly, IMA also allows Qwest to provide the
23 appropriate security and access to CLEC and Qwest proprietary data, such as customer information
24 and other proprietary network information. Qwest’s ability to maintain the integrity of its systems

25 _____
26 ¹³ *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of*
1996, CC Docket No. 96-98, *First Report and Order*, FCC 96-325 (rel. Aug. 8, 1996).

27 ¹⁴ *New York Order*, at ¶¶ 128, 131, 158, 159.

1 and to control access to proprietary data relies in part on the use of IMA.

2 **ANSWER TO SECTION IV.C.**
3 **(ACCESS TO OPERATOR SERVICE AND DIRECTORY ASSISTANCE)**

4 24. As to paragraphs 22 through 27 of the Amended Petition generally, there are several
5 provisions in the Current Agreement and Qwest's retail tariffs that are relevant to the issues raised
6 in those paragraphs. The Current Agreement states, at section 6.1.1, "[a]ll Qwest retail
7 Telecommunications Services are available for resale from Qwest and will include terms and
8 conditions (except prices) in Qwest's applicable product Tariffs, Catalogs, Price Lists, or other
9 retail Telecommunications Services offerings." Thus, Qwest will provide services to Tel West
10 under the same terms and conditions that it provides services to its end users. The Current
11 Agreement also specifically requires Tel West to pay for those services that its end users activate
12 that are billed on a per use or per activation basis. Section 6.3.5 states that "CLEC agrees to pay
13 Qwest when its end user activates any services or features that are billed on a per use or per
14 activation basis" Qwest's retail price list contains a provision that clearly states that directory
15 assistance is charged on a per use basis. *Qwest's Exchange and Network Services Price List,*
16 *Section 6.2.4.* The same is true for operator services. *Id. at Section 6.2.1.*

17 25. As to paragraph 22 of the Amended Petition, Qwest denies all allegations set forth
18 therein. In that paragraph, Tel West mischaracterizes the ordering process for resold local services
19 and implies that Tel West service representatives have the option of ordering or not ordering
20 directory assistance or operator services. In fact, they do not have that option, just as Qwest's retail
21 customers do not have that option. What Qwest's customers receive as a part of their local service
22 is *access to* operator services and directory assistance, not the services themselves. The services,
23 if used by the customer, result in separate charges on their bill, on a per use basis.¹⁵ Some of
24 Qwest's retail customers may never avail themselves of operator services or directory assistance, or

25 _____
26 ¹⁵ Qwest's operator services and directory assistance are both competitively classified services in
27 Washington. Thus, consumers may choose service providers other than Qwest. The only exception is that a
customer's first call to directory assistance in each billing cycle is free. This "one free call" is contained in the
tariff. *WN U-40, Section 6.2.4.*

1 may go months between using them. If Qwest's retail customers do not use operator services and
2 directory assistance, they are not charged for them. Tel West is treated, not just similarly, but
3 identically, by Qwest. Qwest does not force Tel West to accept operator services or directory
4 assistance. However, if Tel West's customer's use those services, charges are incurred on their line,
5 and, in accordance with the clear provisions of the Current Agreement, Tel West is billed for the
6 services its customers use.

7 26. As to paragraph 23, Qwest denies all allegations set forth therein. Tel West
8 misinterprets the effect of Section 6.2.9 of the Current Agreement. That agreement does state that "if
9 Qwest provides and CLEC accepts Qwest's directory assistance or operator services" on resold
10 lines. Tel West claims that this language makes the provision and acceptance of these services
11 optional, and that the provision anticipates that Tel West may want to use an alternative OS and DA
12 provider or no provider at all. Tel West is correct. Tel West does have an option to use another
13 provider for OS and DA or to not allow its customers to access those services at all. However,
14 those options are not free. Tel West has the option of ordering Customized Routing (Current
15 Agreement, Section 9.12) which would allow Tel West to direct its subscribers' calls to an
16 alternative OS and/or DA provider. Alternatively, Tel West has the option of purchasing, from
17 Qwest's retail tariff, various blocking services that block access to certain types of operator assisted
18 calls. Qwest offers those services to Tel West, under the terms of the Current Agreement, at the
19 retail rate, less the applicable wholesale discount. Finally, Tel West can tell its customers that they
20 are not permitted to access these services, and can take appropriate remedial action against those
21 customers who violate that restriction.

22 27. As to paragraph 24 of the Amended Petition, Qwest denies all allegations set forth
23 therein. The discussion in that paragraph concerns Tel West's theory that because there are separate
24 ordering provisions for operator services and directory assistance in the Current Agreement,
25 Sections 10.5.4 and 10.7.4, it necessarily follows that those ordering provisions are the only way a
26 carrier can obtain operator services and directory assistance from Qwest. Tel West further claims
27 that there would not be separate ordering procedures if the services were required to be bundled.

1 Tel West is simply wrong. Qwest has an obligation to provide nondiscriminatory access to
2 directory assistance services and operator call completion services under Section
3 271(c)(2)(B)(vii)(II) and (III). The provisions in Section 10.5 and 10.7 of the Current Agreement
4 fulfill that obligation for carriers who do not purchase resold services from Qwest, but who
5 nevertheless want access to these ancillary services. Thus, the fact that there are separate ordering
6 provisions that apply to some carriers does not mean that Tel West does not obtain access to these
7 services any other way.

8 28. As to paragraph 25 of the Amended Petition, Qwest denies all allegations set forth
9 therein. Pursuant to Section 6.1.1 of the Current Agreement, Tel West obtains access to operator
10 services and directory assistance when it purchases the basic residential or business exchange line
11 for resale, in the same manner as Qwest's retail customers.

12 29. As to paragraph 26 of the Amended Petition, Qwest denies all allegations set forth
13 therein. Tel West offers up a number of unsubstantiated allegations in this paragraph that Qwest
14 cannot confirm or deny from first hand knowledge. Nor does Tel West describe any efforts it takes
15 or may have taken in the past to bill its customers for charges that they have incurred. In any event,
16 Tel West is obligated, under Section 6.3.5 of the Current Agreement, to pay Qwest for these
17 services.

18 30. As to paragraph 27 of the Amended Petition, Qwest denies all allegations set forth
19 therein. Tel West claims that Qwest "improperly" requires it to order blocking features from the
20 Qwest tariff. This is not improper, but rather is what is required under the resale provisions of the
21 Act and the Current Agreement. Qwest does not offer blocking services to its retail customers for
22 free, and will not do so for Tel West. To do so would be a violation of Qwest's retail tariff.
23 Further, Tel West alleges that Dial Lock costs Tel West \$3.95 per line, per month. This is not true,
24 as Qwest applies the wholesale discount to that tariffed rate when it bills Tel West.

25 **ANSWER TO SECTION IV.D.**
26 **(EQUAL IN QUALITY)**

27 31. As to paragraph 28 of the Amended Petition, the text of the Current Agreement and

1 the First Agreement speaks for itself and Qwest offers no specific response to Tel West's recitation
2 of provisions from those agreements. Qwest denies that it provides inferior customer service to Tel
3 West and that it has failed to comply with Section 6.2.3 of the Current Agreement. Tel West's
4 allegation that all wholesale customer service representatives are independent contractors, while
5 their retail counterparts are all Qwest employees, is false. On both the wholesale and retail sides of
6 the business, Qwest utilizes a mix of employees and contractors to perform customer service
7 functions. As to Tel West's unsubstantiated allegations that Qwest's wholesale customer service
8 representatives are "poorly trained, relatively inexperienced, low-paid and not able to solve Tel
9 West's problems as efficiently as Qwest retail," Qwest denies the same. Qwest dedicates
10 significant resources to ensuring quality customer service for both its wholesale and retail
11 operations. With regard to its wholesale customer service team, each new service delivery
12 coordinator ("SDC") is provided six to eight weeks of training. Following the SDC's release from
13 training, a "nesting" process begins whereby the new SDC is partnered with an experienced SDC to
14 shadow and learn from until a level of comfort and competency is achieved. When a new process,
15 method or procedure is defined and readied for deployment, the assigned process specialist will
16 contact the training staff to discuss appropriate training needs. Depending upon the complexity of
17 the new process, method or procedure, training is provided either by a broadcast communication or
18 by actual training sessions. After such training, it is not uncommon for an interim quality assurance
19 process to be employed to check the SDC's accuracy on the new process, method or procedure. In
20 addition to the extensive training and nesting processes, Qwest has implemented multiple levels of
21 ongoing quality checks, including call monitoring by coaches (each SDC is monitored at least five
22 times per month) and database ticket sampling. To the extent errors are found, immediate feedback
23 is provided to the SDC. Finally, broadcast communications are used to update all SDCs of new
24 procedures, to communicate information regarding community-wide issues and to educate SDCs on
25 common misunderstandings regarding specific processes, methods or procedures. The remaining
26 allegations set forth in paragraph 28 are too general to allow for precise response. Qwest denies all
27 such allegations.

1 order to search for evidence that may show noncompliance by that co-provider. Qwest believes that
2 is exactly the posture of this case and asks that the Commission dismiss the case without the need for
3 further proceedings.

4 **ANSWER TO SECTION VI.**
5 **(RELIEF REQUESTED)**

6 36. As to paragraph 33(a) of the Amended Petition, Qwest believes that this matter
7 should be immediately dismissed or should be converted to a generic complaint proceeding. While
8 the Administrative Law Judge has already ruled on Qwest's motion to strike, Qwest reserves all
9 rights to seek review of this and all other procedural matters, including the propriety of proceeding
10 herein under WAC 480-09-530.

11 37. As to paragraph 33(b) of the Amended Petition, if this matter is not immediately
12 dismissed, Qwest agrees with the relief sought by Tel West in that paragraph.

13 38. As to paragraph 33(c) of the Amended Petition, if this matter is not immediately
14 dismissed, Qwest agrees with the relief sought by Tel West in that paragraph.

15 39. As to paragraphs 33(d)(1)-(10) of the Amended Petition, Qwest believes that the
16 Commission should not grant the relief requested therein and that Tel West should take nothing by
17 way of its Amended Petition.

18 **AFFIRMATIVE DEFENSES**

19 40. Tel West fails to state a claim upon which relief can be granted.

20 41. Tel West's claims are barred by the doctrines of estoppel.

21 42. Some or all of Tel West's claims are barred for lack of jurisdiction.

22 43. Injunctive relief is not available to Tel West and the Commission lacks jurisdiction
23 to award the same.

24 44. At all relevant times, Qwest acted in conformance with its tariffs, applicable
25 Commission Orders, and state and federal law.

26 45. Because a portion of the claims contained in the Amended Petition concern matters
27

1 unrelated to the Current Agreement, those extraneous claims must be stricken or the case must be
2 converted to a generic, non-expedited complaint proceeding.

3 46. Tel West's complaint is non-compliant with WAC 480-09-530 and should either be
4 dismissed or returned by the Commission to Tel West for correction pursuant to WAC 480-09-
5 420(2).

6 WHEREFORE, having answered the Amended Petition, Qwest requests that the Amended
7 Petition be dismissed with prejudice; that petitioner take nothing by its Amended Petition; and that
8 Qwest be awarded such further relief as the Commission may deem proper.

9 RESPECTFULLY SUBMITTED this ____ day of February, 2002.

10 QWEST

11
12 _____
13 Lisa Anderl, WSBA #13236
14 Adam Sherr, WSBA #25291
15 Qwest
16 1600 7th Avenue, Room 3206
17 Seattle, WA 98191
18 Phone: (206) 398-2500
19 *Attorneys for Qwest*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

VERIFICATION

I, Theresa A. Jensen, am the Washington Director of Regulatory Affairs for Qwest Corporation. I have read the foregoing First Amended Answer to First Amended Petition for Enforcement and I declare, under penalty of perjury under the laws of the State of Washington, that each of the new allegations provided in the First Amended Answer is true and correct.

DATED February _____, 2002, at Edmonds, Washington.

Theresa A. Jensen