

1 Q. Please discuss secret agreement 10A* between SBC and Qwest and explain
2 why it is an interconnection agreement.

3 A. Part of a broad remedial filing on August 22, 2002 by Qwest, and approved as an
4 amended interconnection agreement, 10A* taken in its entirety with the rest of the
5 filed agreement is a new interconnection agreement. 10A* provides for an
6 amendment to the conditions for Qwest provision of line sharing exchange unbundled
7 ~~network element platform services secretly negotiated with Eschelon (UNE-E).~~

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9 Q. Please discuss secret agreement 12A* between Eschelon and Qwest and
10 explain why it is an interconnection agreement.

11 A. This agreement settles disputes between the parties since the beginning of time
12 through February 28, 2002, in Washington and other states concerning numerous
13 elements of an interconnection agreement: service credits; consulting and
14 network-related services; Carrier access billing for minutes of use; UNE-E line
15 and UNE-E nonrecurring charge credits (UNE-E is defined in the agreement as
16 Unbundled Network Element –Eschelon, a product purchased by Eschelon
17 under its interconnection agreement as amended in November 2000 and August
18 of 2001); and anticompetitive conduct and unfair competition. Because the
19 agreement was filed for approval on August 22, 2002, Staff does not believe there

1 All interconnection services, interconnections, and unbundled network
2 elements that are necessary are properly considered part of an interconnection
3 agreement subject to pick and choose unless the ILEC can demonstrate that a
4 particular interconnection service, interconnection or unbundled network
5 element cannot be made available on the same terms and conditions individually
6 due to technical or cost-based reasons.

7 To the extent other CLECs received better pricing of any services,
8 including UNE-P, through discounts or take-or-pay provisions, for example, or
9 shorter intervals for provisioning of services or more attention to the
10 provisioning service, other CLECs should have been able to adopt such
11 provisions. Pricing and provisioning are critical to entry into the local market
12 and any improvement would have made entry easier for a CLEC.²⁶ To the extent
13 that one CLEC paid more money for wholesale services that were ~~resolved~~
14 provided more quickly or on an expedited basis for other CLECs who enjoyed
15 the benefits of secret interconnection agreements that were not made available
16 for adoption, the CLEC was harmed. To the extent a CLEC loses customers or
17 reputation because of unavailability of a specific pricing or provisioning term or
18 condition granted in secret to a competitor, it might have sustained harm.

²⁶ See MCI response to Colorado 1-2, page 3 of Exhibit No. ____ (TLW_79).