

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

QWEST CORPORATION'S RESPONSE TO ESCHELON TELECOM'S POST-HEARING BRIEF

- 1 Pursuant to the permission granted in Order No. 13, Qwest Corporation (“Qwest”) hereby files its response to a limited portion of Eschelon’s Post Hearing Brief. Attachment 2 to Eschelon’s Post-Hearing Brief creates enormous complexity over what should be a relatively straightforward issue. Eschelon’s proposed language would force Qwest to change its classification of a “jeopardy” to designate it as a Qwest-caused jeopardy if Qwest does not send a Firm Order Confirmation (“FOC”) at least a day before the date on which Qwest attempts to deliver service. Thus the issue is as follows – does the absence of an FOC mean that Eschelon’s failure to accept service should always be classified as having been caused by Qwest? Eschelon says “yes.” Qwest believes Eschelon’s position is unreasonable for the reasons set forth herein.

- 2 Eschelon’s proposal will do nothing to speed up service. Qwest provides the FOC as soon as possible, and often is able to deliver service on the same day it issues the FOC.

This viewpoint is confirmed by Eschelon's own exhibits in this case.¹

3 Eschelon is usually able to accept service without an FOC because communications between technicians help make the provision of service possible. Because the Eschelon exhibits demonstrate that Eschelon is usually able to accept circuits absent an FOC, there is no good reason to accept Eschelon's proposal.²

4 While Qwest recognizes that there will be situations when a jeopardy is classified as Customer Not Ready ("CNR") when in fact Eschelon had no opportunity to be ready to deliver service. However, those situations are extremely rare. In almost every instance, Eschelon has adequate opportunity to provide service.³

5 The financial impact of jeopardy classifications on Eschelon is extremely small. The impact on Qwest, by contrast, could be significant.⁴

6 The details of these sorts of performance measurements should be determined in industry-wide forums rather than individual interconnection agreements. Eschelon's Attachment 2 clouds the issues on what should be a straightforward dispute. In order to set forth its position on these issues clearly, Qwest has attached a revised version of Eschelon's Attachment 2 entitled Qwest's Responses to Attachment 2 to Eschelon's Post-Hearing Brief. Qwest has revised Attachment 2 to delete Eschelon's characterization of

¹ See discussion in Qwest's Post Hearing Brief and hearing Exh. No. 126, Exh. No. 80, Exh. No. 110 and Exh. No. 28. (These exhibits relate to the same set of orders and show the communication that took place between Qwest and Eschelon technicians in jeopardy situations. These records demonstrate extensive efforts to resolve issues quickly. In nearly every single instance, Qwest delivered service before the supplemented due date. Exh. No. 117 provides over a hundred examples of situations where Eschelon received no FOC. In 76% of these examples, Qwest delivered and Eschelon accepted service on the due date. In several additional instances, Eschelon accepted service before the due date.)

² Id.

³ Id.

⁴ Exh. No. 18C, Albersheim Responsive, 57:25 – 59:21.

Qwest positions and, via underlined text, to set forth Qwest's comments and record evidence in response to Eschelon's claims.

Respectfully submitted this 6th day of August, 2007.

QWEST CORPORATION

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