

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 ANSWER TO ESCHELON'S PETITION FOR ADMINISTRATIVE REVIEW

I. INTRODUCTION

1 Qwest Corporation submits this answer to Eschelon's Petition for Administrative Review regarding Discontinuation of Order Processing and Disconnection (Issues 5-6, 5-7 and 5-7(a)).

II. NOTICE

2 In its Petition, Eschelon addresses the situation where Qwest has given Eschelon notice that it intends to either discontinue processing orders (Issue 5-6) or disconnect Eschelon (Issue 5-7) in 10 business days, but does not do so on the specific date set forth in the notice.

3 In those situations, Eschelon proposes that Qwest should be required to provide ***an additional 10 days notice*** on top of the notice already provided. Eschelon speculates that a situation could arise in which it responded to a notice with what it believed was a satisfactory payment or explanation and – after months or years – suddenly be disconnected without notice.¹ Eschelon cites no testimony in support of this position.

¹ Eschelon Petition, ¶ 8.

4 If Eschelon had provided this proposal with testimony, Qwest would have responded that such a situation is extremely unlikely to occur. Qwest's primary interest is in having its bills paid. If Qwest believes that Eschelon's response to a notice is inadequate, it will be in Qwest's interest to make its position clear.

5 Furthermore, Eschelon's proposal has significant negative impacts on Qwest. Testimony in this case indicated that, across the region, Eschelon pays Qwest over \$1 million per week. (Ex. No. 152, Denney Surrebuttal, 55:15 – 55:16.) If Eschelon were in a position of being unable to pay, an additional 10 business day delay would, on a region wide basis, cost Qwest \$2 million. If other CLECs opt into this agreement, the amount of risk Qwest would face associated with this language would increase. Forcing Qwest to take that risk because Eschelon failed to pay an undisputed bill is unreasonable. Eschelon's proposed language changes should be rejected.

III. UNDISPUTED AMOUNTS

6 Eschelon proposes additional language adding a term "Non-Compliance" to Sections 5.4.2 and 5.4.3 of the interconnection agreement. Eschelon intends this language to make clear that Qwest's collection rights are triggered only when Eschelon fails to pay an undisputed amount. Qwest agrees with Eschelon that its language is consistent with the intentions of the report. Qwest does not view the language as necessary but does not object if the Commission wishes to make this suggested change to the agreement.

IV. CONCLUSION

7 For the foregoing reasons, Qwest Corporation opposes Eschelon's proposed modification to Sections 5.4.2 and 5.4.3 providing an additional 10 day notice. Qwest does not believe Eschelon's proposed modifications creating a defined term of "Non-Compliance" in these

sections is necessary but does not object if the Commission wishes to make that change.

DATED this _____ day of May, 2008.

QWEST

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