

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for)
Arbitration of)
)
AT&T COMMUNICATIONS OF THE)
PACIFIC NORTHWEST AND TCG)
SEATTLE,) Docket No. UT-033035
)
With)
)
QWEST CORPORATION)
)
Pursuant to 47 U.S.C. Section 252(b))
_____)

DIRECT TESTIMONY OF

ARLEEN M. STARR

ON BEHALF OF AT&T COMMUNICATIONS OF THE

PACIFIC NORTHWEST, INC. AND TCG SEATTLE

ON DISPUTED ISSUES 35 AND 36

SEPTEMBER 25, 2003

I. BACKGROUND AND PURPOSE OF TESTIMONY

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Arleen M. Starr. My business address is 1875 Lawrence Street,
3 Denver, Colorado 80202.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by AT&T as a manager in the Local Services and Access
6 Management organization. My responsibilities include analyzing local exchange
7 carriers' intrastate costing and pricing methodologies and studies. As an expert
8 witness, I have submitted testimony on local and access cost and price issues
9 within AT&T's Western Region. I have previously submitted testimony in
10 Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico,
11 North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

12 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.**

13 A. I graduated from DePaul University in 1983 with a Bachelor of Science degree in
14 Commerce, with an emphasis in Accounting. I received a Masters of Business
15 Administration from DePaul University in 1990, with an emphasis in Finance. I
16 have also completed various training seminars offered by AT&T and other
17 educational organizations in marketing, economics, accounting, and costing
18 methods in the telecommunications field.

19 **Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE.**

1 A. I began my career with AT&T in 1984 in the Consumer Marketing Department. I
2 had various responsibilities in this organization, including managing the expense
3 and capital budgets. From 1986 to 1990, I held various positions in the Financial
4 Regulatory Department in Chicago. My responsibilities included intrastate
5 financial analysis and providing reports and data to the regulatory commissions in
6 the Central Region. From 1992 to 1996, I worked in the product equipment
7 business, with financial responsibilities in the product management, sales, and
8 service areas. I assumed my current responsibilities in May of 1996.

9 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

10 A. The purpose of my testimony is to support AT&T's position on the disputed
11 issues resulting from the arbitration pursuant to 47 U.S.C. Section 252 of the
12 Federal Telecommunications Act of 1996 ("Federal Act") between AT&T
13 Communication of the Pacific Northwest and TCG Seattle (collectively "AT&T")
14 and Qwest Corporation ("Qwest"). Specifically, I will address Issue 35 of the
15 Disputed Issues List, Section 22, Pricing and Issue 36 Exhibit A, Pricing.

16 **II. ISSUE 35, SECTION 22 PRICING**

17 **A. Section 22.1 General Principle**

18 **Q. WHAT IS AT&T'S PROPOSED LANGUAGE UNDER "SECTION 22.1,**
19 **GENERAL PRINCIPLE?"**

20 A. AT&T Proposed Language:

21 22.1 In the event that one Party charges the other for a service
22 provided under this Agreement, the other Party may also
23 charge for that service or functionality. The rates CLEC
24 charges for Interconnection services will be equivalent to

1 Qwest's rates for comparable Interconnection services
2 when CLEC reciprocally provides such a service or
3 functionality, unless higher rates are justified by CLEC's
4 higher costs for providing the service. In order for an
5 amount charged by one Party to be "equivalent to" an
6 amount charged by the other Party, it shall not be necessary
7 that the pricing structures be identical. Rates, terms and
8 conditions for all other services provided by CLEC are set
9 forth in the applicable CLEC tariff, as it may be modified
10 from time to time.

11 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE UNDER "SECTION 22.1,**
12 **GENERAL PRINCIPLE?"**

13 A. Qwest Proposed Language:

14 22.1 The rates in Exhibit A apply to the services provided by
15 Qwest to CLEC pursuant to this Agreement. To the extent
16 applicable, the rates in Exhibit A also apply to the services
17 provided by CLEC to Qwest pursuant to this Agreement.

18 **Q. PLEASE EXPLAIN AT&T'S POSITION IN SUPPORT OF ITS**
19 **PROPOSED LANGUAGE FOR "SECTION 22.1, GENERAL**
20 **PRINCIPLE."**

21 A. The intent of AT&T's proposed language is to provide clear and specific language
22 related to AT&T's ability to bill Qwest for services provided by AT&T to Qwest.

23 The purpose of the interconnection agreement, including the rates contained in
24 Exhibit A, is to provide CLECs with the ability to purchase unbundled network
25 elements ("UNEs"), collocation and interconnection services from Qwest under
26 specified terms. This right is granted to CLECs pursuant to 47 U.S.C.
27 Sections 251 and 252 of the Federal Act and the Federal Communication
28 Commission's ("FCC") orders implementing the Federal Act.

29 As part of the implementation of the interconnection agreement under which
30 AT&T purchases UNEs and services from Qwest, AT&T may be required to

1 provide services to Qwest. AT&T is entitled to bill Qwest for these services, with
2 the terms and rates being provided for in AT&T's tariffs. The rates contained in
3 Exhibit A to this interconnection agreement include rates Qwest is entitled to
4 charge AT&T in accordance with the Federal Act and FCC orders. These rates
5 must be based on the forward-looking economic cost principles outlined in the
6 FCC's orders implementing the Federal Act and are intended to fulfill Qwest's
7 obligation to provide UNEs at forward-looking economic cost. AT&T, however,
8 does not share these obligations with Qwest.

9 The fundamental disagreement in this section is that Qwest is attempting to force
10 upon AT&T the same obligations that Qwest has under the Federal Act. There is
11 no support for Qwest's proposition. AT&T's offer of services, including rates
12 and terms, is provided for in AT&T's tariffs. The only exception to this is for
13 interconnection services. AT&T's proposed language makes clear that for
14 interconnection services only, the rates set forth in Exhibit A apply equally to
15 AT&T and Qwest. This is due to the obligation to provide reciprocal
16 compensation for the transport and termination of telecommunications services
17 under Section 251(b)(5). Again, as AT&T is not the Incumbent Local Exchange
18 Carrier ("ILEC"), it does not have the same obligations as Qwest, thus Qwest's
19 language is contrary to the Federal Act.

20 In the arbitration between AT&T and Verizon in New Jersey, Verizon made
21 similar arguments as Qwest is making here. Verizon proposed that AT&T be
22 required to charge the same Commission-approved rates that Verizon charges to

1 CLECs for comparable services and facilities. The arbitrator issued a
2 recommended decision in that proceeding rejecting Verizon's argument stating
3 that CLECs do not have the same obligations under Section 251(c) as ILECs
4 under the Federal Act. The recommended decision stated:

5 The Arbitrator rejects Verizon NJ's position for the same reasons it
6 rejected a number of its other arguments: Verizon NJ is once again
7 attempting to impose its obligations as an ILEC upon AT&T, a CLEC.
8 Section 251(c) of the Act imposes on incumbents certain obligations
9 concerning services provided to CLECs. These are obligations that are
10 additional to those that the Act establishes for all local exchange carriers
11 under section 251 (b). The Act does *not* impose these additional
12 obligations on CLECs for obvious reasons: CLECs do not wield the
13 dominant local exchange market power that Verizon NJ does.

14
15 Verizon NJ's attempt to impose the rate restrictions of Section 251 (c) on
16 AT&T is inconsistent with the Act. This decision is consistent with the
17 Bureau's finding in the Virginia Arbitration that "the Commission has
18 ruled that it would be inconsistent with the Act for a state commission to
19 impose section 251(c) obligations on competitive LECs". *Virginia*
20 *Arbitration Order* at ¶588. In addition, the Arbitrator finds that Verizon
21 NJ is not without recourse if AT&T attempts to charge exorbitant rates
22 because Verizon NJ is always free to bring a specific complaint before the
23 Board. Thus, AT&T is not required to charge the same rates appropriate
24 for Verizon NJ.¹

25 **B. Section 22.4 Interim Rates**

26 **Q. WHAT IS AT&T'S PROPOSED LANGUAGE UNDER SECTION 22.4,**
27 **INTERIM RATES?**

28 A. AT&T's Proposed Language: Updated as of 9/12/03

29 22.4.1 [Resolved] The Parties acknowledge that only some of the
30 prices contained in Exhibit A have been approved by the
31 Commission in a cost case. Prices that have not been

¹ *In re Application of AT&T Communications of NJ, L.P., TCG Delaware Valley, Inc. and Teleport Communications of New York Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Verizon New Jersey, Inc. Pursuant to Section 252 (b) of the Telecommunications Act of 1996*, BPU Docket No. TO00110893, Recommended Decision, July 29, 2003 at pp. 29-30.

1 approved by the Commission shall be considered interim
2 and subject to the following provisions.

3 22.4.1.1 Rates reflected on Exhibit A that have not been approved
4 by the Commission in a cost case and ICB rates shall be
5 considered as interim rates ("Interim Rates") by the Parties,
6 applicable until changed by agreement of the Parties,
7 applicable until changed by agreement of the Parties or by
8 order of the Commission.

9 22.4.1.2 [Resolved] If the Interim Rates are reviewed and changed
10 by the Commission, the Parties shall incorporate the rates
11 established by the Commission into this Agreement
12 pursuant to Section 2.2 of this Agreement. Such
13 Commission-approved rates shall be effective as of the date
14 required by a legally binding order of the Commission.

15 22.4.1.3 Nothing in this Agreement shall waive any right of either
16 Party to initiate a cost proceeding at the Commission to
17 establish a Commission-approved rate to replace an Interim
18 Rate.

19 22.4.1.4 In any proceeding where the Commission reviews whether
20 to replace an Interim Rate, the Parties shall be free to seek
21 and the Commission may determine, that the Interim Rates
22 are subject to true-up.

23 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE UNDER SECTION 22.4?**

24 **A.** Qwest's Proposed Language:

25 22.4.1 Resolved

26 22.4.1.1 Rates reflected on Exhibit A that have not been approved
27 by the Commission in a cost case and require Commission
28 approval shall be considered as interim ("Interim Rates")
29 by the Parties, applicable until changed by agreement of the
30 Parties or by order of the Commission.

31 22.4.1.2 Resolved

32 22.4.1.3 Qwest rejects.

33 22.4.1.4 Qwest rejects.

1 **Q. PLEASE EXPLAIN AT&T'S POSITION IN SUPPORT OF ITS**
2 **PROPOSED LANGUAGE FOR SECTION 22.4 AND HOW IT DIFFERS**
3 **FROM QWEST'S POSITION.**

4 A. The Federal Act requires rates, terms and conditions that are just, reasonable and
5 nondiscriminatory. 47 U.S.C. 251(c). The intent of AT&T's proposed language
6 is to provide clear and equitable language related to rates that have not been
7 approved by the Washington Commission and are determined to be Interim Rates.
8 On September 12, 2003, AT&T provided Qwest with updated proposed language
9 for 22.4.1.1, 22.4.1.3 and 22.4.1.4 (as set forth above) attempting to come to
10 resolution on these issues. Qwest has not agreed to AT&T's modified language
11 for these sections.

1 AT&T's and Qwest's proposed language in 22.4.1.1 is fundamentally the same,
2 with two exceptions: (i) the inclusion of ICB rates as Interim Rates in AT&T's
3 proposed language and (ii) the inclusion of the following phrase in the Qwest
4 proposed language, "and require Commission approval." AT&T included the
5 reference to ICB rates in this provision to be consistent with its proposal for
6 Section 22.5. AT&T's position is that ICB rates must be considered Interim
7 Rates as defined by Section 22.4 of the Agreement. Including ICB rates within
8 the definition of Interim Rates requires Qwest to provide cost support and receive
9 Commission approval of rates. Without this requirement, Qwest has little
10 incentive to propose cost-based rates in the first instance when developing ICB
11 rates. This is discussed further in Section 22.5 below.

12 In addition, Qwest's inclusion of the phrase "and require Commission approval"
13 suggests that only rates that require Commission approval will be treated as
14 interim. It is not clear how the distinction is to be made between rates that require
15 Commission approval, and those that do not, for purposes of identifying them as
16 interim under the Interconnection Agreement. The clearer practice is to make all
17 rates that have not been previously approved by the Commission interim so that if
18 a cost proceeding is undertaken to evaluate such rates, they may be treated as
19 interim in the event the Commission determines that a true-up is needed.

20 AT&T's proposed language in Section 22.4.1.3 states that nothing in this
21 Agreement waives the right of either party to initiate a cost proceeding to
22 establish permanent rates for those originally established as Interim Rates. Qwest

1 objects to AT&T having the right to open a cost docket for Qwest's products and
2 rejects AT&T's proposed language. Qwest supports its position on the basis that
3 the filing of cost dockets involves complex cost studies and AT&T should not be
4 allowed to control Qwest's management of this process. AT&T, as an active
5 participant sponsoring cost models in many cost proceedings, certainly
6 understands the complexity and commitment of resources in a cost proceeding.
7 AT&T's intent is not to complicate or retard the process of a cost proceeding, but
8 AT&T as a purchaser of UNEs and services from Qwest has a vested interest in
9 the rates it will be charged by Qwest, particularly when they have not gone
10 through the rigor of a Commission cost proceeding. Therefore AT&T, as does
11 any other party, has the right to petition the Commission to review rates for
12 UNEs, collocation and interconnection services. Nothing in this Agreement
13 should require parties to relinquish that right.

14 AT&T's proposed language in Section 22.4.1.4 states that in a proceeding seeking
15 to establish permanent rates to replace Interim Rates, either party may advocate
16 that the Interim Rates are subject to true-up. AT&T's proposed language does not
17 unilaterally state a true-up is mandated, but instead allows each party to present its
18 position to the Commission. Ultimately, it is the Commission's determination as
19 to whether a true-up is required or not. Without such a statement, AT&T is
20 concerned that Qwest will treat all rates that have not been approved by the
21 Commission in a cost proceeding as permanent rates. Again, this would provide
22 Qwest little incentive to propose cost-based rates in the first instance.

1 By the language of this Agreement, rates not approved by the Commission are
2 allowed to go into effect on an interim basis. If a rate is revised after Commission
3 review, the revised rate deemed appropriate by the Commission is the rate that
4 would be charged on a prospective basis only, unless the Commission determines
5 that a true-up of that rate is appropriate. True-up is an option determined solely
6 by the Commission. AT&T's hope is that the possibility of true-up will reduce
7 any incentive on Qwest's part to charge inflated rates for a service prior to a rate
8 being approved by the Commission. Clearly, inflated rates that are not subject to
9 true-up will only advantage Qwest and serve to harm the competitive market.
10 Moreover, a provision permitting the parties to advocate a true-up does not
11 disadvantage Qwest in anyway; it only ensures appropriate compensation for both
12 Qwest and CLECs. Therefore, it is AT&T's position that each party has the right
13 to advocate its position related to true-ups before the Commission and it should be
14 clearly stated in the Agreement.

15 In the recent arbitration proceeding between AT&T and Qwest in Minnesota, the
16 Minnesota Department of Commerce ("Department") acknowledged AT&T's
17 concern over the potential harm to the competitive market without true-up
18 provisions. The Department supported a true-up provision on a case-by-case
19 basis not as a general rule, but clearly acknowledged the need for rate true-ups.
20 The Minnesota Arbitrator's report supported the Department's recommendation

1 and concluded that the issue of true-up should be addressed by the Commission in
2 each proceeding.² In its post-hearing brief the Department stated:

3 The Department believes that AT&T is correct in noting that true-ups can
4 prevent a situation where inflated rates may serve to "harm the
5 competitive market." In fact, the Department believes that true-ups are an
6 invaluable tool that should be applied on an case by case basis to enable
7 the Commission to monitor the causes and effects of true-ups in each case
8 rather than establishing a one-size fits all rule for true-ups as AT&T
9 suggests. The Commission should be aware of any instance where an
10 incumbent local exchange company charges inflated rates that serve to
11 "harm the competitive market." If an automatic true-up provision is
12 included in the interconnection agreement, the Commission might not
13 become aware if a case arose where an incumbent was applying inflated
14 rates. Qwest has acknowledged that AT&T has the right to petition the
15 Commission for true-ups at any time. While the Department is
16 recommending that the language relating to true-ups not be included in
17 section 22.5, AT&T or any other CLEC may still request that the
18 Commission order true-ups on a case by case basis.³

19 **C. Section 22.5 ICB ("Individual Case Basis") Pricing**

20 **Q. WHAT IS AT&T'S PROPOSED LANGUAGE UNDER "SECTION 22.5,**
21 **ICB PRICING?"**

22 **A.** AT&T's Proposed Language: Updated as of 9/15/03

23 22.5 If CLEC requests a product or service that is identified on
24 Exhibit A as ICB, or for which Qwest would otherwise
25 charge an ICB rate, Qwest shall develop a cost-based rate
26 based upon the particular circumstances of the requested
27 product or service for review by the Commission within 60
28 days of offering the rate to CLEC. At the same time,
29 Qwest may also file a written substantiation of the need for
30 ICB pricing for any subsequent requests for the product or
31 service. CLEC may order, and Qwest shall provision, such
32 product or service using such Qwest proposed rate until the

² *In the Matter of the Petition of AT&T Communications of the Midwest, Inc. and TCG Minnesota, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b) ("Minnesota Arbitration")*, PUC Docket No. P-442, 421/IC-03-759, OAH Docket No. 12-2500-15429-4, Arbitrator's Report, August 18, 2003 at 60.

³ *Minnesota Arbitration*, Post-Hearing Brief of the Minnesota Department of Commerce, PUC Docket No. P-442, 421/IC-03-759, OAH Docket No. 12-2500-15429-4, July 28, 2003 at pp.87-88.

1 Commission orders a rate. The Qwest proposed rate shall
2 be an Interim Rate under this Agreement. ICB pricing shall
3 apply to all subsequent requests for the product or service if
4 the Commission so determines.

5 **Q. WHAT IS QWEST’S PROPOSED LANGUAGE UNDER “SECTION 22.5,**
6 **ICB PRICING?”**

7 A. Qwest’s Proposed Language:

8 22.5 If CLEC requests a product or service that is identified on
9 Exhibit A as ICB, or for which Qwest would otherwise
10 charge an ICB rate, Qwest shall develop a cost-based rate
11 or prepare a written substantiation of the need for ICB
12 pricing and file such cost-based rate or written
13 substantiation for review by the Commission within sixty
14 (60) Days of receiving the request from the CLEC. If
15 Qwest develops a cost-based rate after receiving a request
16 for a product or service identified in Exhibit A as ICB,
17 CLEC may order, and Qwest shall provision, such product
18 or service using such Qwest proposed rate until the
19 Commission orders a rate. In this circumstance, the Qwest
20 proposed rate shall be an Interim Rate under this
21 Agreement. If the Commission determines that ICB
22 pricing is appropriate for a product or service, that
23 determination shall apply to all subsequent requests for the
24 product or service.

25 **Q. PLEASE EXPLAIN AT&T’S POSITION IN SUPPORT OF ITS**
26 **PROPOSED LANGUAGE FOR SECTION 22.5, AND HOW IT DIFFERS**
27 **FROM QWEST’S.**

28 A. AT&T’s proposed language is the language proposed by Qwest and agreed to by
29 AT&T in the Colorado arbitration proceeding.⁴ Qwest has rejected its own
30 language proposed in Colorado for use in the Washington Agreement. Qwest
31 apparently disputes whether it is required to file cost support and obtain approval

⁴ *In the Matter of the Petition of Qwest Corporation for Arbitration of an Interconnection Agreement with AT&T Communications of the Mountain States, Inc. and TCG-Colorado Pursuant to 47 U.S.C. § 252(b)*, Docket No. 03B-287T, Answer Testimony of William R. Easton on Behalf of Qwest Corporation, September 5, 2003 at 7-8.

1 of ICB rates with the Commission. Additionally, Qwest appears to dispute
2 whether ICB rates are Interim Rates under the Agreement. Qwest concedes that if
3 it files a cost-based rate, the rate shall be an Interim Rate, but will not commit to
4 the requirement of filing a cost-based rate for all ICB rates.

5 The intent of AT&T's proposed language is to provide clear and specific language
6 on how rates listed as ICB in the Proposed Exhibit A will be handled. In order to
7 provide specific pricing information for CLECs, ICB pricing should be used in
8 only very limited circumstances.⁵ Both AT&T's and Qwest's proposed language
9 includes the requirement that Qwest submit a cost-based rate for review by the
10 Commission within 60 days. The difference is that Qwest's language includes the
11 option of "written substantiation of the need for ICB pricing" in lieu of a cost-
12 based rate. All UNEs must be priced at cost-based rates. Qwest's ambiguous
13 language allowing "written substantiation of the need for ICB pricing," is not an
14 acceptable substitute for a cost-based rate. Any cost-based rate must be submitted
15 to the Commission for review within 60 days of offering the rate to the CLEC.

16 In addition, Qwest seeks to add a clause that reads, "[i]f Qwest develops a cost-
17 based rate after receiving a request for a product or service identified in Exhibit A
18 as ICB..." Because this clause starts with "if", it suggests that Qwest can decline
19 to develop a cost-based rate for an item identified as ICB in the interconnection
20 agreement. There should be no question as to whether Qwest must establish a

1 cost-based rate upon a request by the CLEC. Qwest must be required to do so,
2 otherwise Qwest is allowed to delay a CLEC's ability to order the affected
3 service. The language of the contract must clearly require Qwest to establish a
4 cost-based rate within a set period of time and make the service available to
5 CLECs at that rate on an interim basis until the Commission determines a rate
6 through a cost docket.

7 Additionally, AT&T's proposed language in Section 22.4.1.1 includes ICB rates
8 as Interim Rates and thus, all terms related to Interim Rates (Section 22.4) apply
9 to ICB rates.

10 **III. ISSUE 36, EXHIBIT A PRICING**

11 **Q. HAS QWEST PROVIDED AN EXHIBIT A CONTAINING PRICES AS**
12 **PART OF THE PROPOSED INTERCONNECTION AGREEMENT?**

13 A. Yes. AT&T received Qwest's proposed pricing attachment, Exhibit A, in July,
14 2003. AT&T has provided comments to Qwest and has been working with Qwest
15 to resolve disputed items contained in the price list; most notably ensuring all
16 Commission ordered rates are included and all notes are accurate. Some of the
17 issues have been resolved between the parties, but there remain several
18 unresolved issues. AT&T is continuing to work with Qwest to resolve all
19 outstanding issues on the price list. Additionally, AT&T reserves the right to

⁵ ICB pricing should be used in very limited circumstances such as where the product requested is entirely new and has not been provided by Qwest previously in any jurisdiction or where the request is very unique and specific to a particular CLEC or circumstance.

1 further review Qwest's proposed price list and provide any additional issues that
2 may be discovered.

3 **Q. WHAT ISSUES ON THE PRICE LIST REMAIN UNRESOLVED?**

4 A. The unresolved issues include:

- 5 1. Section 7.7.1 Local Traffic-FCC-ISP Rate Caps. Exhibit A
6 contains the rate of \$.0007 MOU for 36 months June 14, 2003-
7 June 13, 2006. AT&T objects to Qwest's proposal. AT&T's
8 position is that the rate should be \$.0007 per minute of use for the
9 time period outlined in the FCC's ISP Remand Order and not for
10 the time period defined by Qwest in Exhibit A. The order states the
11 rate will be capped at \$.0007 continuing through the thirty-sixth
12 month or until further Commission action (whichever is later).⁶
13 Section 7.3.6.2.3.3 of the Proposed Interconnection Agreement
14 states this and is consistent with the ISP Remand Order. Qwest's
15 limited timeframe in Section 7.7.1 of Exhibit A is not.
- 16 2. Section 9.2.4.1 Basic Installation First Loop, Installation
17 Mechanized and Disconnection Mechanized. Exhibit A lists the
18 incorrect rates of \$34.78 and \$16.33. The Commission ordered
19 rates of \$37.53 and \$14.41 are included in Qwest's Interconnection
20 Services tariff, Section 3, 6th Revised Sheet 9 dated June 26, 2003.
- 21 3. Section 9.2.4.2 Basic Installation with Performance Testing First
22 Loop, Installation Mechanized. Exhibit A lists the incorrect rate of
23 \$66.37. The Commission ordered rate of \$109.82 is included in
24 Qwest's Interconnection Services tariff, Section 3, 6th Revised
25 Sheet 9 dated June 26, 2003.
- 26 4. Section 9.2.4.5 Basic Installation with Cooperative Testing Each
27 Additional Loop, Installation Manual. Exhibit A lists the incorrect
28 rate of \$66.37. The Commission ordered rate of \$54.28 is included
29 in Qwest's Interconnection Services tariff, Section 3, 6th Revised
30 Sheet 9 dated June 26, 2003.

⁶ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISPBound Traffic*, CC Docket No. 96-98, CC Docket 99-68, Order on Remand and Report and Order, Adopted April 18, 2001 at ¶78 (emphasis added).

- 1 5. Section 9.10.1, 9.10.2, and 9.10.3 NRCs for DS1 Local Message
2 Trunk Port and Message Trunk Group. Exhibit A includes rates
3 with a note that the rates were not addressed in a cost proceeding.
4 This is incorrect. The Commission ordered rates are included in
5 Qwest's Interconnection Services tariff, Section 3, 2nd Revised
6 Sheet 3 dated June 26, 2003.
- 7 6. Section 9.11.1.3 Premium Port-CMS and 6-port conferencing.
8 Exhibit A lists the rate of \$3.85. The Commission ordered rate of
9 \$3.34 is included in Qwest's Interconnection Services tariff,
10 Section 3, 5th Revised Sheet 10.1 dated August 17, 2003.
- 11 7. Section 9.11.6.3 DS1 PRI ISDN Trunk Port Exhibit A includes an
12 NRC of \$470.52 which appears to be erroneous and should be
13 deleted.
- 14 8. Section 9.11.6.4 DID/PBX Trunk Port per DS0 Installation
15 Mechanized and Disconnection Mechanized. Exhibit A contains
16 two rates for each of these elements. The rates of \$123.73 and
17 \$35.43 should be removed.
- 18 9. Section 9.23.7.2 LMC Loop-DS0 2/4 Wire Analog Disconnection
19 Mechanized. Exhibit A contains two rates for this element. The
20 rate of \$29.48 should be removed.
- 21 10. Section 9.23.8.3 EEL DS1 Disconnection Manual. Exhibit A lists
22 the rate of \$72.95. The Commission ordered rate of \$71.93 is
23 included in Qwest's Interconnection Services tariff, Section 3, 1st
24 Revised Sheet 14.11 dated August 17, 2003.
- 25 11. Section 9.24.2 Customer Channel and Unbundled Distribution
26 Subloop Disconnection Mechanized. Exhibit A contains two rates
27 for this element. The rate of \$7.93 should be removed.

28 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

29 **A. Yes.**