

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Joint Application of) Docket No. UT-100820
)
QWEST COMMUNICATIONS)
INTERNATIONAL, INC. AND)
CENTURYTEL, INC.)
)
For Approval of Indirect Transfer of)
Control of Qwest Corporation, Qwest)
Communications Company LLC, and)
Qwest LD Corp.)
)
.....)

EXHIBIT BJJ-14

TO THE

RESPONSIVE TESTIMONY

OF

BONNIE JOHNSON

ON BEHALF OF INTEGRA TELECOM

September 27, 2010

Attachment K

xDSL¹ Summary of Key Events Since October 2007

For related documentation, see Attachment C and, for specific dates, see its Table of Contents (Att. C, pp. 006-007)

Note: Qwest requires CLECs to order xDSL capable loops, such as HDSL2, as non-loaded loops.

October 11, 2007 through June 20, 2008 – Escalation to Qwest Service Management, Including VP Level - Unsuccessful

Qwest repair personnel told Integra that Qwest assigns a 24 hour repair commitment time (which is the repair commitment time for the 2 wire analog loop) to a 2 wire non loaded loop, even though the repair commitment time should be 4 hours² because Qwest repair cannot differentiate between a 2 wire *non loaded* loop (which Qwest requires CLECs to use to order xDSL loops, *i.e.*, digital capability) and a 2 wire *analog* loop (which may be described as a voice grade loop).³ On October 11, 2007, Integra escalated a repair issue to Qwest's service manager regarding this Qwest claim and also told Qwest service management that Qwest repair is not testing to HDSL digital parameters (*i.e.*, Qwest is limiting testing to voice parameters), and Qwest would not remove interfering bridged tap that could allow the circuit to carry applicable digital services.

For a period of more than eight (8) months, Integra made significant efforts to resolve the issue with Qwest service management via email correspondence and face to face meetings. Integra's Senior Vice President of Engineering and Corporate operations escalated the issue to Brian Stading at Qwest (Qwest's Vice President of service management). Responses and correspondence from Qwest generally came from Ken Beck at Qwest (Qwest's Regional Vice President of service management).

Qwest service management was unable to resolve the issue at any level. On June 20, 2008, Ken Beck *referred Integra to the Qwest Change Management Process* ("CMP").

¹ The Qwest-Integra and Qwest-Eschelon Minnesota interconnection agreements ("Arbitrated ICA"), in Section 4.0 (Definitions), contain the following definition: "'Digital Subscriber Loop' or 'DSL' refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including but not limited to the following: . . . 'HDSL2' or 'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps."

² Per Qwest's own Service Interval Guide (SIG), the repair commitment time for a 2 wire non loaded loop is 4 hours. See page 61 of Qwest's SIG which shows that the repair commitment time for a 2 wire non loaded loop is 4 hours http://www.qwest.com/wholesale/downloads/2009/090413/InterconnSIG_PV95.doc

³ Although the industry uses certain "NC/NCI" codes to indicate the particular type of xDSL capable loop (*e.g.*, HDSL2) (see, *e.g.*, Arbitrated ICA §§9.2.6.2 & 9.3.5.1.2), Qwest has indicated that it nonetheless treats the latter ("NCI") codes as informational only, and Qwest does not actually rely on the applicable industry codes when assigning and provisioning facilities (as discussed further in the CMP documents discussed below). See Attachment A, Row No. 11.

August 28, 2008 through April 3, 2009 - Both CMP Requests Denied

On August 28, 2008 Integra submitted a Qwest CMP Change Request (CR) entitled “Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards” (“**Provision Loops per Request CR**” or “**NC/NCI CR.**”).

Qwest indicated in CMP it was moving forward to implement a new Universal Service Ordering Code (USOC) in mid April 2009 that would help ensure that appropriate digitally capable loops were assigned when CLECs ordered xDSL services. Qwest then shifted position and indicated that, although it had said implementation of this USOC would improve its facilities assignment process, Qwest would condition moving forward with implementing the USOC on CLECs (including Integra) agreeing to perform cooperative testing on 100% of the installs. In other words, CLECs with a right to basic installations in their ICAs would no longer be able to order basic installations at Commission-approved rates and instead would have to order a form of testing that requires additional coordination and scheduling of personnel, at a higher rate, for 100% of these installs, even though such additional work may only be needed in a minority of cases. Qwest never justified tying these two things together. Qwest denied Integra’s CR.

On February 4, 2009, Integra submitted a Qwest CMP CR entitled “Qwest will implement the USOC to correct the facility assignment for HDSL” (“**Facilities Assignment USOC CR**”) in an effort to get Qwest to move forward with implementing the USOC while discussion of other issues continued. Qwest denied Integra’s CR, even though Qwest had previously indicated that implementation of the USOC would help with resolution of the problem.

Integra escalated Qwest’s denial of both CRs. Several CLECs joined the escalations.⁴ Qwest denied both escalations.

For the CMP Detail, including copies of Integra’s change requests and escalations, and Qwest’s denials, see Attachment D, NC/NCI CR #PC082808-1IGXES (Escalation #45), and Attachment E, Facilities Assignment USOC CR #PC020409-1EX (Escalation #44).⁵

April 9, 2009 through Present – VP Level Escalations - Unsuccessful to Date

On April 9, 2009, Integra (Stephen Fisher, VP Corporate Operations) notified Qwest (Warren Mickens, VP Qwest Corporation and Qwest Director of Interconnection) that it was escalating these issues and invoking the dispute resolution process under its interconnection agreements. Also on April 9, 2009, Integra (Dan Wigger, VP of Operations, Minnesota) provided notice to Qwest (John Stanoch, President, Minnesota). [See Attachment C, pp. 001-005.] Counsel for Integra also contacted counsel for Qwest

⁴ The following CLECs joined one or both of the escalations: TDS Metrocom, Velocity, PAETEC, Covad, XO Communications, Comcast, AT&T, Jagcom, and tw telecom.

⁵ These documents are also available on Qwest’s CMP website: <http://www.qwest.com/wholesale/cmp/>.

and provided additional authority for Integra's position. On April 16, 2009, Mr. Mickens responded for Qwest by stating: "Ken Beck will be Qwest's representative under section 5.18.2 of the Eschelon Minnesota ICA. He will represent Qwest regarding the issues you raised in your letter of April 9, 2009. . . ." Although Integra had escalated to a higher level at Qwest, Mr. Beck is the same individual who had been representing Qwest in discussions since at least October of 2007.

Qwest submitted a proposal to Integra on May 15, 2009, and Integra responded on June 4, 2009. On July 20, 2009, Integra contacted Qwest as it had received no response. Qwest responded on July 23, 2009, and Integra replied on August 4, 2009. On August 21, 2009, Qwest submitted questions to Integra about its reply. Most recently (as of the drafting of this Attachment K), company representatives met in Denver on November 13, 2009.⁶

Although discussions are ongoing, Qwest has not yet provided any solution or proposal, via its service management team, executives, legal team, or CMP, that indicates the issue will be resolved without Commission action. In the meantime, the problem continues. Although Qwest's attorney has pointed to the fact that executive-level discussions are taking place as an alleged reason for not removing bridge taps,⁷ Integra has clearly communicated to Qwest that its rights under the contracts and the law are not suspended simply because the companies are discussing escalated issues.⁸

⁶ At the 11/13/09 meeting, Integra's President & Chief Operating Officer and its Vice President, Corporate Operations reviewed with Mr. Beck of Qwest the presentation that is attached to the Comments as Attachment B.

⁷ See, e.g., Qwest (attorney Daphne Butler) 11/2/09 email to Integra: "As to states, such as Washington, where your ICAs do not provide for a special copper loop, it is my understanding that Qwest has provided Integra with a proposal . . . I also understand that Qwest is currently waiting for a response to that proposal." In Washington, an Integra end user customer was experiencing service-affecting problems, and although Integra provided Qwest with current ICA provisions that require Qwest to condition the loop (remove bridge tap), Qwest refused to remove the bridge tap, providing in its 11/2/09 email only the above-quoted explanation for its refusal. [Note: Minnesota is also a state in which the ICA does "not provide for a special copper loop."]

⁸ See, e.g., Integra 11/16/09 email to Qwest (including Qwest attorney Daphne Butler): ". . . Qwest is not relieved of any of its obligations under the law and the current ICAs simply because talks may be going on. After all, talks at the VP level have been going on between the companies since at least October of 2007 - more than two years. Qwest can hardly expect that Integra would forego its rights for a period of more than two years simply because Qwest was discussing those issues with us (which would create an incentive for Qwest to drag out any such talks). As I indicated previously, unless and until some other resolution were to be reached and the ICAs were amended, Qwest needs to comply with the current law and ICAs. There is no suspension of our rights in the meantime."