EXHIBIT 4
ESCHELON'S RESPONSE TO BENCH REQUEST 44(G) (CONTINUED) – ADDITIONAL WASHINGTON INFORMATION

As indicated in Eschelon's above Response to Bench Request 44(G), attached is a copy of the non-proprietary version of Eschelon's responses to the Minnesota DOC Information Request Numbers 1008, 2032, 2034, 4001, 5001, 6001, 11001, 13001, and 14001, with non-proprietary attachments. The DOC's requests were grouped by Section 271 Checklist item, so the issues are grouped accordingly by subject matter in the responses, as follows:

Request Number	**Description**
1008	Collocation and Interconnection
2032	Service Quality
2032(l)	Billing
2034	Unbundled Network Elements (including Combinations)
4001	Loops and NIDs
5001	Transport
6001	Switching
11001	Portability
13001	Reciprocal Compensation
14001	Resale

Subject to, and without waiving, the foregoing objections, Eschelon provides the following additional information relating to Washington:

<u>COLLOCATION AND INTERCONNECTION</u> (MN 1008)

The same issues addressed in the Minnesota Responses relating to collocation and interconnection arise in Washington. *See* MN 1008. In addition:

<u>Collocation/Dust/Construction</u>: Qwest's current procedures addressing when Qwest and/or its vendors ("Qwest") perform construction activities in buildings that house CLEC collocations are inadequate and in need of revision. *See* attached documentation. They are also unfavorable when compared with how Qwest performs similar activities for itself. Qwest has exposed Eschelon's collocation equipment to serious adverse conditions while Qwest conducts construction activities in the building housing the collocation. Although the enclosed examples of this relate to Minnesota and Colorado (*see* MN 1008), Eschelon also experienced this problem in Washington (Seattle Mutual, second quarter 2000) and raised the issue with Qwest at the time. The more recent Minnesota and Colorado examples demonstrate that Qwest did not correct its procedures, which affect CLEC business in multiple states. Instead, the problems became more serious.

<u>SPOP</u>: The Single Point of Presence (SPOP) issue differs from Minnesota, at least to the extent that Qwest has deviated from its position in Bellevue, Washington. The Act and implementing regulations require Qwest to permit CLECs to have a single point of interconnection in each LATA. (SWBT Texas 271 Order at para. 78.) Qwest's response to this mandate is to offer an "SPOP product." The SPOP, however, requires CLECs to connect at every access tandem in a LATA unless it signs a "waiver" of this "requirement" and agrees to additional restrictions imposed by Qwest. Qwest's requirements unnecessarily increase the costs of providing service to customers and are discriminatory.

In Washington, Qwest's position on the SPOP created substantial confusion and delay in Bellevue, Washington (Northbend), in late 2000 and early 2001. Although Eschelon informed Qwest that trunking to Aberdeen was not required under the Interconnection Agreement, Qwest initially insisted upon it. Eschelon had no choice but to order the trunking. Once Eschelon did so, Qwest put the order on hold. After complaining to Qwest and escalating the issue, Qwest allowed Eschelon to provision service as requested (using routing), without Qwest's requested additional and unnecessary trunking. Qwest has not formalized this position, and in negotiations continues to argue that Eschelon should agree to Qwest's SPOP language (including the requirement for unnecessary trunking). It is unclear whether Qwest will continue the current arrangement or allow it in other situations. This creates uncertainty for Eschelon's planning purposes. Moreover, simply raising the issue here has created the concern that Qwest will retaliate by terminating the current arrangement even in Bellevue, Washington, where it already exists.

BILLING MN 2034(l)

Generally, the same issues addressed in the Minnesota Responses relating to billing arise in Washington. *See* MN 2032(l) (Bills for Maintenance Charges, Bills for Loops by Zone, UNE-Eschelon Bills, Other Potential Errors, and Advance Notice of Rate and Profile Changes). With respect to pending billing disputes in Washington, they are described here.

Outstanding Washington Billing Disputes (Through Feb. 28, 2002)

See attached summary of Washington billing disputes with Qwest. They include:

Termination Penalties on Resale Bills: Qwest waived and released all charges for terminating Eschelon's contracts for services purchased from Qwest for resale. *See* Interconnection Agreement Amendment Terms, ¶¶ 2.1 & 3.1 (Nov. 15, 2000) (attached to Response to No. 2034). Therefore, Qwest should not be assessing these charges.

Non-Recurring Charges (NRCs): NRC disputes include:

--Maintenance NRCs: For on-net lines, Qwest has started to bill Eschelon rates that are not in the ICA but appear to be from Qwest's FCC access tariff. Eschelon is ordering local services using a Local Service Request (LSR) and not access services on an Access Service Request (ASR). The charges are excessive and, as discussed in Response to Request No. 4001, Qwest is applying them in situations when they are not applicable.

--Loop installation NRCs: Eschelon provided a pre-payment to Qwest for bulk loop installation NRCs through December 31, 2001. *See* ICA Amendment (July 3, 2001) (attached). The amendment did not limit the loop installations to certain USOCs, but Arturo Ibarra of Qwest informed Eschelon that Qwest is nonetheless only applying loop installations with the USOCs of 1CRUF and 1CRUG to the pre-payment. Qwest is billing Eschelon for other loop installations even though they should have been included in the pre-payment.

Cancel Service Fees on Private Line Transport: Private line transport is available on a term-basis. Eschelon disputes cancellation fees associated with that term because Qwest includes termination charges even after the term has expired at least in some cases. Eschelon then has to attempt to verify and confirm which charges actually apply.

Incorrect MRC Rate (Overbilling on circuits): Pursuant to the Local Interconnection Services ("LIS") Trunking Interconnection Agreement Amendment (dated December 4, 2001) (attached), Eschelon and Qwest have entered into a bill-and-keep arrangement. Nonetheless, Qwest bills for circuit(s) that should be subject to bill-and-keep.

Usage Termination to Wireless: Qwest is billing Eschelon for usage terminating to a wireless customer, even though Qwest and Eschelon have entered into a Bill and Keep for Reciprocal Compensation Amendment. *See* ICA Amendment (July 31, 2001) (attached - 13001). If Qwest is also charging the wireless carrier, Qwest may be double recovering. Qwest places these charges on a separate, summary manual invoice (paper bill), and bill validation is difficult. It appears that Qwest may be claiming this is transit traffic, but then the charges would appear on the transit bills. The charges are billed separately one month. The next month, there is a debit or adjustment for a lump sum, with no explanation of the charges, on the transit bill. This is confusing and difficult to track/verify.

Overbilled EICT Charges: Qwest was billing Eschelon charges for Expanded Interconnection Channel Termination (EICT) on Qwest's side of the Point of Interconnection ("POI"). Eschelon complained to Qwest. Qwest then removed the "EICT" charge and instead tariffed an Interconnection Tie Pair ("ITP") charge. Although the name changed, the purpose and functionality remained the same. The ITPs for which Qwest is charging Eschelon are between the POI (at the ICDF) and the Main Frame Distribution Frame ("MDF") on Qwest's side of the POI. The *Initial Order Finding Noncompliance in The Areas of Interconnection, Number Portability And Resale* in Washington Docket Nos. UT-003022 and UT-003040 (at Page 44, paragraphs 153-55), provides:

> "Consistent with the decision in Issue WA-I-6 above concerning EICT rates, Qwest should pay for its side of the interconnection, the EICT. CLECs do not charge Qwest for this connection when they interconnect to Qwest in CLEC premises. Qwest, likewise, should not charge CLECs." (Paragraph 153)
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> "Qwest's view that collocation is optional is not consistent with FCC orders. The function of the facility is to carry traffic from the CLEC collocation POI to Qwest's switch. Whether Qwest calls it an EICT or ITP does not matter functionally. Qwest is responsible for providing its own facilities up to the POI. This is consistent with the SGAT at section 7.1.2.3 which provides each party will be responsible for its portion of the build to the POI." (Paragraph 154)
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> "As discussed above in Section 3 concerning Issue WA-I-6, whether the facility running from the collocation POI to the Qwest switch is called an EICT or an ITP has a rate effect upon CLECs which appears to be related to Qwest's attempts to prohibit interconnection for access to UNEs. Qwest is responsible for constructing and paying for facilities on its side of the POI. Therefore, Qwest must remove restrictions in SGAT section 7.3.1.2.1 associating ITPs with UNE provisioning and not interconnection, and remove the application of EICT rate elements in Sections 7.1.2.2 and 7.3.1.2.1." (Pargraph 155)

Miscellaneous: Eschelon is also disputing other, miscellaneous charges.

UNEs, INCLUDING COMBINATIONS (MN 2034)

The same issues addressed in the Minnesota Responses relating to Unbundled Network Elements ("UNEs"), including combinations of UNEs, arise in Washington. *See* MN 2034. (An exception is the Unbundled Dedicated Interoffice Transport (UDIT) rate issue. Qwest charges a substantially lower rate in Washington than the rate Qwest is claiming applies in Minnesota.)

DSL/Conversion: In addition, in Washington (and Oregon), end-user customers experience unnecessary and sometimes lengthy downtime when Qwest converts a customer that has both a Qwest business line and Qwest DSL to Eschelon. If such an end-user customer asks to convert all service to Eschelon, the line should remain in tact through the conversion. The DSL service should also remain in tact unless the conversion required an upgrade from (grandparented product) CAP to DMT. In this case, the customer may experience some downtime on the DSL. Instead, the customer loses service. The orders fall out. In some cases, a new order has to be placed to correct the problem. The escalations for translations on the DSL to be built often require 4 to 48 hours. For new orders, Qwest refuses to provide a date earlier than the 10-day installation interval, even though the order was previously submitted and this is a Qwest issue.

As discussed in response to Minnesota Request No. 2034, Eschelon was experiencing even more provisioning problems when first using the product called UNE-E or UNE-STAR (*see* 2034). The product is essentially Centrex functionality on a POTS product. Initially, Qwest told Eschelon to order the needed features on a 1FB. Significant problems arose when a customer was moving to UNE-E from a Qwest 1FB, often because the features did not interact properly. Qwest told Eschelon that these problems would be addressed by ordering the 1FBs with Custom Calling Management System (CCMS). On July 31, 2001, Qwest and Eschelon entered into two amendments to the interconnection agreement (relating separately to recurring and non-recurring charges) to modify the product to allow ordering of 1FBs with CCMS. (Both are attached.) These amendments were supposed to alleviate the provisioning problems without requiring a change in platform, for which Qwest charges higher rates. The majority of Eschelon's UNE-E lines require use of 1FB with CCMS. After signing the amendment, Qwest operational personnel (Toni Dubuque and Kathy Rein) informed Eschelon that CCMS is an old product that the product manager actually wanted to retire and that few people at Qwest are knowledgeable about it. This is consistent with the problems that Eschelon has experienced. Both the service order and the translations personnel at Qwest appear untrained to provide the UNE-E product. Provisioning the product is requiring additional resources and manual effort by both Qwest and Eschelon. Qwest has indicated that UNE-E orders will never flow through.

The customer downtime described above (when a Qwest customer has a Qwest line and Qwest DSL and then converts all to Eschelon) appears to result from the use of CCMS, even though Qwest told Eschelon to use CCMS to avoid provisioning problems. It may be part of the training problem, as well as an incompatibility problem. In any case, the order falls to manual handling and end-user customers are adversely impacted.

<u>LOOPS (4001)</u>

The same issues addressed in the Minnesota Responses relating to Loops arise in Washington. *See* MN 4001; *see also* MN 2034. In addition:

<u>Conversion (Loop with Number Portability):</u> Since the IMA 9.0 Release, Qwest continually provides Firm Order Confirmations, "FOCs" (which are identified as Local Service Request Completions, "LSRCs," on the forms) that are missing required, vital information. *See* enclosed confidential examples. Qwest fails to provide the Special Billing number, Ported number, and Order numbers. These are numbers assigned by Qwest that Qwest later holds the CLEC accountable to provide to Qwest for order placement and repair. Eschelon must then escalate the issue with Qwest to obtain a new FOC (LSRC). Eschelon also has to expend resources monitoring the process so that it knows when it receives the corrected FOC. This adds substantial hours to the provisioning of an order and consumes substantial CLEC provisioning resources.

<u>No-Build Policy and Discrimination</u>: Beginning in approximately April of 2000, Eschelon has made inquiries of Qwest to attempt to obtain a documented, nondiscriminatory policy regarding held orders and lack of facilities. *See* enclosed correspondence and documentation. Eschelon needed this information because it was experiencing situations in which Qwest would tell Eschelon that no facilities were available but then Qwest would be able to serve the customer. *See id*. For a long time, Qwest provided no written policy at all. Eventually, Qwest provided a policy, but Eschelon believes that Qwest's practices remain discriminatory. For example, today, Qwest claims that it has a special construction process for situations in which Qwest says it has no obligation to build facilities. *See, e.g.,* Qwest Notification PROS.03.05.02.F.00380.CRUNEC (enclosed). Nothing in the policy provides that a CLEC that pays the capital costs of building a facility – which is then owned by Qwest – will receive any reimbursement if the end-user immediately switches back to Qwest or another carrier. *See id*. (The only refund is in the event that CLEC discontinues the work before completion. *See id*. at p. 7.) In other words, a CLEC could pay 100% of the cost of an expensive facility and receive little or no benefit from its investment, while Qwest gets a windfall. Qwest not only obtains a facility at no cost but also can then lease that facility to others and collect a monthly recurring charge for doing so. That monthly recurring charge will include a component for capital, so Qwest will again over-recover.

Although Qwest states that it has a special construction policy, Eschelon's attempt to use it in Washington shows that it is a policy on paper but not in practice. The enclosed Confidential example relating to a customer in Washington shows that does not have a special construction process in place. In this example, Qwest placed an Eschelon order on hold and indicated that Qwest had no plans to build in that area. On November 1, 2001, Eschelon requested a quote for special construction from Qwest. Qwest indicated that Eschelon should receive a quote within approximately two weeks. From November 1, 2001 through December 17, 2001, Eschelon contacted Qwest at least nine times to inquire about the quote. Eschelon had not received a quote or answers to questions about the process that it had asked at a meeting to discuss the process. On December 17, 2001, the Qwest Service Manager assigned to Eschelon indicated that he had escalated the issue to the Director level. On December 27, 2001 – almost two months after Eschelon requested a quote and long after the customer's order went held – Qwest said that it sent an engineer out to the site and found that facilities were available. Therefore, Qwest said that Eschelon did not need a quote after all. Qwest told Eschelon to re-submit the orders and said that Qwest would install without build charges. Eschelon has never received a satisfactory answer as to the reason why Eschelon was told facilities were unavailable and then later told they were available, after a huge delay. Eschelon has also not received satisfactory answers to its questions about the special construction process. Based on its experience trying to use the process, Eschelon believes that Qwest is unprepared to roll it out and to make it available on a timely basis to CLECs.