April 18, 2003

BY U.S. MAIL

Dr Burl W Haar
Executive Secretary
MN Public Utilities Commission
121 East Seventh Place, Suite 350
St Paul, MN 55101-2147

Re Request for Investigation and Process for Addressing Time Critical Issues

Dear Dr Haar.

Eschelon Telecom, Inc. ("Eschelon"), asks the Minnesota Public Utilities Commission ("the Commission") to investigate the nature and extent of improper contacts between Qwest Wholesale and Qwest Retail, as well as other issues raised by a recent example of a customer-affecting conversion gone wrong Eschelon also asks the Commission to address procedural processes and mechanisms for obtaining regulatory assistance when these time critical issues occur. Fifteen additional copies of this letter are enclosed for your convenience.

I. Improper Contacts Between Qwest Wholesale and Qwest Retail and Related Issues

In the example prompting this request,[51] a Minnesota end-user customer signed a Letter of Authorization ("LOA") to switch carriers from Qwest to Eschelon. Eschelon initiated the process to convert the customer, including submitting a Local Service Request ("LSR") with an Eschelon desired due date of April 9, 2003. Qwest's processing of this request involved several errors and examples of improper conduct. Qwest's conduct raises questions that should be investigated, particularly with respect to the frequency with which the problems occur and the steps needed to correct them.

1. Qwest-caused outage when converting customer to another carrier.

First, almost *two weeks* before the LSR due date, on March 27, 2003, many of the customer's telephone numbers[52] went out of service Eschelon later learned that a Qwest wholesale typist made an error in the Qwest service order and brought the lines out of service two weeks early. Qwest has now agreed that it made this error Naturally, the end user customer was upset about the unexpected outage.

2. Qwest misinformation about cause of outage.

Unfortunately, in these situations, it appears to the end user customer that the Competitive Local Exchange Carrier ("CLEC") is to blame, because the outage occurs after a request to switch carriers has been made. It is difficult enough for CLECs to deal with this general misimpression and explain such problems. In this case, Qwest worsened the situation by actually telling the customer that the outage was Eschelon's fault Qwest told the customer that the service was disconnected at the request of Eschelon without disclosing Qwest's error in processing that request. Qwest had not used the due date that Eschelon requested on the LSR. Instead of admitting this, Qwest created a "he said, she said" situation that frustrated the customer.

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[51] With respect to this example, enclosed are the following Attachments· (1) Eschelon's April 3, 2002 urgent request for assistance, (2) Qwest reject notice; (3) Eschelon's April 17, 2003 email summarizing outstanding issues and attaching Qwest's root cause analysis emails; and (4) Qwest Retail email to Eschelon's end user customer

[52] The telephone numbers in the affected service orders consisted of two blocks of Direct Inward Dial ("DID") numbers.

Eschelon has also been told that a Qwest Retail representative/agent provided a letter to the customer indicating that the errors were caused by Eschelon The customer does not want to get caught in the middle of this dispute and may even have been told by Qwest Retail not to share the information with Eschelon Eschelon has asked Qwest for a copy of any such communication to the customer, but Qwest has not provided a copy

3. **<u>Qwest rejection of Eschelon's customer-requested cancellation request and processing of Qwest's own cancellation order</u>.**

The end user customer was so upset about the outage that the customer asked Eschelon to cancel the LSR and stop the carrier switch. Eschelon submitted a request to cancel the earlier LSR. Qwest rejected Eschelon's supplemental request to cancel its earlier LSR. The Qwest rejection notice stated that Qwest could not complete Eschelon's cancellation request because Qwest had completed some of its service orders.[53] Despite this Qwest systems limitation, Qwest was telling Eschelon that it needed to cancel the LSR (and associated service orders).[54] Eschelon escalated the issue to obtain cancellation of the remainder of the service orders associated with the LSR. Qwest then told Eschelon that Eschelon's the remaining orders were already cancelled. Only Eschelon can cancel its own LSR/order. Qwest does not have the authority to cancel a CLEC's LSR/order. If Qwest did so, the CLEC could not control its own order process and the choice and timing of cancellation decisions. The problem is particularly serious if Qwest Retail cancelled the Eschelon order, because Qwest Retail should not be involved in the process at this point at all.

4. **<u>Qwest Retail's failure to refer CLEC customer to CLEC</u>.**

[53] *See* Att 2 (reject notice stating. "One or more Service Orders completed Unable to process cancellation supplemental")

[54] Eschelon submits one LSR for which Qwest may create multiple internal service orders.

It appears that Qwest Retail did cancel Eschelon's remaining orders. The customer told Eschelon that Qwest Retail informed the customer that it cancelled Eschelon's remaining orders but would re-issue the orders if Eschelon did not cancel its LSR per the customer's request.[55] Qwest Retail should not have been handling this issue for a CLEC customer. Qwest has now agreed that Qwest Retail should have referred this customer to Eschelon.

5. **Qwest Wholesale communication to Qwest Retail about CLEC customer.**

Unfortunately, this was not the only Qwest Retail communication with the CLEC customer. The other Qwest Retail communication to the customer resulted from a contact by Qwest Wholesale to Qwest Retail. Qwest Retail then sent an email directly to Eschelon's customer. In the email, the Qwest Retail representative specifically said:

"***I was contacted by our wholesale group***. . . ."

See Att. 4 (emphasis added). It cannot be disputed that the Qwest Wholesale to Qwest Retail communication occurred. All communications about this outage, caused during processing of a CLEC LSR to convert the customer to the CLEC, should have been occurring between Eschelon and Qwest Wholesale at this point. Nonetheless, Qwest Retail proceeded to report on the alleged status of the Eschelon orders to Eschelon's customer. Under no circumstances should Qwest Retail be initiating an email to convey

[55] *See also* Email from Qwest Retail to Eschelon's customer, discussed below

wholesale information about the alleged status of a CLEC LSR directly to the CLEC's end user customer. Qwest Wholesale should have contacted Eschelon, so that Eschelon could have communicated any relevant information to its customer.

When CLECs hear of such Qwest Wholesale-Qwest Retail contacts, or believe based on a course of events that they have occurred, CLECs face a huge uphill battle in attempting to prove the conduct. Rarely are the contacts in writing or, if the are written, the customers do not want to be caught in the middle by providing copies to CLEC. Being able to prove the contact through an email provided to the CLEC is not likely to happen often. An investigation is needed into the circumstances under which such contacts occur and how to prevent them.

6. Qwest misinformation about Eschelon efforts to comply with customer's cancellation request.

In the improper Qwest Retail email to Eschelon's customer, Qwest Retail said the Qwest Wholesale group "advised that due to the fact that they have an ASR that has not been canceled by Eschelon that they have to reissue those orders due on 4-09. Eschelon HAS to cancel the ASR with our wholesale group or these orders will process." *See* Att. 4.[56] This Qwest statement suggests that Eschelon was not acting in good faith to abide by the customer's request and cancel the LSR. This created an impression with the customer that Eschelon was acting against the customer's expressed wishes and further angered the customer Additionally, Qwest Retail's statement suggests that, if Eschelon does not correct its alleged failure and cancel the LSR, the customer's service will go down AGAIN because Qwest wholesale will have to "reissue" the conversion orders. Such a possibility would naturally deter a customer from switching carriers. In fact, however, as discussed above, Qwest prevented processing of Eschelon's cancellation request first through Qwest system limitations and then by Qwest's own actions in canceling the orders Qwest's failure to disclose Qwest's role in preventing the Eschelon cancellation from processing mislead the customer It appeared that Eschelon was not following process and deliberately acting against the customer's wishes, when Eschelon had followed the proper procedure to cancel the LSR.

To make matters worse, Qwest also suggested to the customer that restoring service took longer than necessary because of Eschelon's alleged failure to cancel the LSR. If restoring service took longer than necessary, however, the delay was due to Qwest's initial error in typing the service order incorrectly so that the order was processed two weeks early When service orders complete, information about the office equipment (located in the switch, known as Line Equipment Number, "LEN") may be reassigned in the Qwest system When this happens, the LEN is lost for this customer, and a new LEN must be obtained If a

[56] Qwest Retail erroneously refers to the "LSR" as an "ASR."

CLEC LSR is canceled before the Qwest service order completes, the LEN is preserved and still available for this customer If obtaining a new LEN resulted in a delay in restoring service, Qwest caused that delay by erroneously completing service orders long before the requested due date. Qwest's systems and its own cancellation of Eschelon's orders then prevented Eschelon from canceling the LSR. Attempting to explain the interaction of CLEC LSRs and Qwest service orders, including the manner in which LSRs are processed and what happens when service orders complete, to an end user customer is difficult and obviously leads to confusion The customer simply remembers that Qwest said Eschelon's alleged failure to cancel the LSR caused a delay in restoration of service This is not the case.

7. Qwest policy of not correcting its misinformation for customer.

As often happens in the "he said, she said" situation, the end user customer demanded that Eschelon provide a written statement from Qwest stating clearly that Qwest made the error causing the outage and that Eschelon had complied with the customer's wishes Because Qwest had created doubt about Eschelon's explanation of the problem, the customer would not rely on Eschelon's statement alone and wanted confirmation from Qwest itself. Eschelon requested such a statement from Qwest. Qwest's senior service manager for Eschelon's account told Eschelon, as Qwest has done on other occasions, that Qwest's policy is that Qwest will not provide a written statement to be provided to the customer, even when the purpose of the statement is to correct Qwest misinformation [57] Eschelon reiterated that it was not asking Qwest to contact the end user customer but wanted a written statement that Eschelon could use to meet the customer's demand. Qwest's senior service manager then said that, in this instance, she would provide a root cause analysis of the issue rather than a statement about cause of the errors.

Qwest's initial root cause analysis was written in a manner so convoluted that no ordinary customer would understand that the end result was an admission of Qwest error. It also did not address all of the issues raised by Eschelon Since then, Qwest finally provided a more clear statement that the "Qwest SDC issued two orders assigning a due date of March 27, 2003 instead of the Eschelon requested due date of April 9 2003 " *See* Att. 3 (attaching Qwest email). While it does not refer to an error and does not address other issues, at least Eschelon may finally show the customer a Qwest statement that admits it assigned the wrong date (assuming the customer understands and accepts that "issued two orders assigning a due date" means creating two orders with incorrect dates) The length of time, and the amount of resources, that it has taken to obtain this partial response, however, is unacceptable. Eschelon's provisioning and carrier relations personnel and attorney have spent numerous hours on this issue and have had to make repeated requests to multiple representatives at Qwest about it. Eschelon identified this issue as "urgent" to Qwest on April 3, 2003 Qwest did not provide this response until April 16, 2003 – nearly two weeks later. Two weeks to get this information, particularly when it is needed to correct Qwest misinformation, is too long in a conversion situation The end user customer's carrier selection is in the balance, and time is of the essence.

8. Qwest's use of Wholesale error as Retail Win-Back opportunity.

In this case, Eschelon still does not know if the customer will switch to Eschelon. Although the customer previously chose Eschelon and authorized the switch, Qwest's

[57] Qwest also attempted to divert the issue by claiming that Eschelon did not have an LOA for this conversion. Eschelon had to provide a copy of the LOA to Qwest to get the discussion back on track. Eschelon informed Qwest that, even assuming there was no LOA (which was NOT the case), other remedies are available to address slamming and related issues. LOA-type issues cannot be used as a license to allow Qwest Wholesale and Retail to engage in improper contacts, Qwest to cancel CLEC orders, Qwest to convey misinformation to the CLEC customer, etc.

Wholesale and Retail divisions have acted together to change that result. Now, Qwest is using this situation as a win-back opportunity.

The Commission should investigate these issues and the frequency with which they occur. In Minnesota's 271 investigation, the Administrative Law Judge ("ALJ") has already found that AT&T presented credible evidence supporting a finding that individual employees have made *ad hoc* efforts intended to convince customers to remain with Qwest [58] Eschelon's example provides more recent corroboration that such conduct occurs, even after Qwest has allegedly re-trained its personnel on the rules. This suggests that the behavior is not *ad hoc* The Commission should determine whether Qwest has a policy (directly or indirectly) of allowing such conduct or otherwise condoning (expressly or implicitly) such conduct When considering the nature and extent of CLEC examples of such conduct in making this determination, the Commission should consider the evidentiary obstacles faced by CLECs. It is difficult for CLECs to prove and quantify such issues because the communications are usually oral and, by their nature, occur between Qwest and the customer and thus are not visible to CLECs. Regulators have more authority and ability to gain visibility into what is actually occurring within Qwest than CLECs have on their own

The ALJ indicated that the Federal Communications Commission ("FCC") has found that "the appropriate fora for such allegations are proceedings before state commissions."[59] The Minnesota commission should investigate the issues raised here.

I. Regulatory Process for Assistance With Time Critical Issues

Eschelon also asks the Commission to address procedural processes and mechanisms for obtaining regulatory assistance when these time critical issues occur. When examples such as the one described here occur, immediate assistance is needed. A formal complaint has many drawbacks in such a situation. Time and resources are among the largest drawbacks. Also, in this example, Eschelon needed some discrete items immediately to attempt to satisfy the customer, such as a clear statement from Qwest that it made the error that caused the outage and that the information Qwest provided to the customer was erroneous While the legal ramifications and remedies of the incident may be worked out later in formal complaints, a complaint is not always the best method of addressing such immediate needs

Eschelon did turn to the Minnesota Department of Commerce ("DOC") for assistance with respect to this situation Eschelon commends the DOC for its efforts to work with both parties to assist in obtaining needed information. Earlier, when attempting to obtain the information directly from Qwest, Eschelon told Qwest that it would be contacting the DOC and PUC. Eschelon believes that invoking the state agencies assisted in getting the partial answer that Qwest finally provided. More is needed with respect to this particular issue (*see* #2-#7 in Att 3), and there are the larger implications of this example that should be investigated

Eschelon would welcome the opportunity to participate in discussions about mechanisms that could be put in place or formalized for regulators to help address such issues. An informal process, based on letters and even oral complaints, already exists for end user customers. Eschelon inquired about that process in this situation but learned that it does not necessarily apply to carrier-to-carrier issues. Perhaps some kind of parallel informal carrier-to-carrier process, with a known point of contact, could be established. Another possibility would be Commissioner or staff intervention. In one situation in which I was involved on behalf of a former client some time ago, Commissioner Scott asked the CLEC and Qwest

[58] Findings of Fact, Conclusions of Law and Recommendations, Office of Administrative Hearings, *In re. Commission Investigation into Qwest's Compliance with Section 271(c)(2)(B) of the Telecommunications Act of 1996, Checklist Items 1, 2, 4, 5, 6, 11, 13, and 14*, 7-2500-14486-2, MN PUC Docket No. P-421/CI-01-1371 (Jan. 24, 2003) ("Minnesota ALJ Order") at p 103, ¶ 345.

[59] *Id* at p. 103, ¶ 346.

to meet with him to discuss a conversion that had gone bad. His intervention led to an exchange of information at a level and in a timeframe that CLECs on their own often are not able to obtain, and it hastened bringing the matter to a conclusion These processes would not replace formal complaints (unless otherwise agreed by the parties) but would provide some means to address the time critical issues earlier. Often, doing so is a function of getting the attention of the right people at the right level to address the issue and provide needed information Regulators are in a better position to obtain this result than CLECs

Eschelon encourages the Commission to initiate such discussions. We appreciate your attention to this matter.

Sincerely,

Karen L Clauson
Senior Director of Interconnection
Eschelon Telecom, Inc.
612 436.6026

cc J Jeffery Oxley, Eschelon
Jason Topp, Qwest
JoAnn Hanson, Qwest
Department of Commerce
Attached Service List

To Teresa Taylor, Vice President of Wholesale Markets - Qwest

From. Rick Smith, CEO – Eschelon Telecom

Date August 21, 2003

Re Recent Service Outages

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I am writing to bring to your attention some very serious service issues In the last week, Eschelon has endured two network outages that interrupted service to large numbers of Eschelon customers. The D C. power to our equipment collocated in the Denver Southwest C.O was disrupted on August 20th and the Megacentral DS3 connection (supporting our jointly provided DSL service in MN) was down for over four hours in the middle of the afternoon on Friday, August 17th. In both cases, the outages were caused by an interruption of the services provided by Qwest and only Eschelon customers experienced service disruptions. Both outages were beyond the ordinary in severity and impact

Qwest would never tolerate a technician accidentally (or worse yet, purposefully) removing power from one of its central offices. Yet, in the last three years, Eschelon has suffered this fate on three different occasions, most recently on August 20th. This is clearly intolerable.

Neither recent outage was caused by equipment failure or any natural cause. Human interference with our operations is the only possible cause, a conclusion Qwest shares as evidenced by the fact that Qwest personnel directed us to refer one of these incidents to Qwest security

Perhaps more disturbing than the fact that persons unknown to us are sabotaging our operations is that fact that in both cases the Qwest account service team was unable to either solve the outages or to escalate the issues to personnel who could do so. Nor can the Qwest service team provide any reason, rationale, or root cause for either outage

Qwest strictly regulates and controls what Eschelon may do within Qwest's premises, but Qwest appears to tolerate negligent or intentional interference with Eschelon's operations which results in outages that Qwest is unable to resolve or explain. This is completely unacceptable. Were Qwest's own customers affected by negligent or willful misconduct, Qwest would surely investigate and take steps to put an end to it.
Qwest appears to be operating its network without basic alarm and test capabilities. I say this because Eschelon consistently endures multiple Qwest-related major outages every month. We define a major outage as outage experienced by multiple customers or two or more T1 failures do to a commonly caused network event. Fourteen such failures occurred in February and 11 failures in July. Failures of DS3 circuits, tandem switch problems, and power failures have occurred in the Qwest network throughout our years of operation. Eschelon has network operations too and we understand that network elements go into trouble periodically. However, Eschelon maintains vigilant alarming and test capability on its network to detect and restore trouble before customers are aware of it. I challenge you to explain why the network services provided to Eschelon seem to fail so regularly and why Qwest is unaware of the failure until Eschelon calls.

The attached pages detail each of the most recent failures. I ask you to conduct an internal investigation to determine why such poor service is being delivered to one of your largest wholesale accounts. These "mystery" outages must cease immediately. You should be aware that there have been numerous circumstances over the last three to four years where Eschelon's customers have suffered from outages that have never been explained. On only one of these occasions has Qwest reported to Eschelon that it had disciplined its employees for willful disruption of Eschelon services And, even on this occasion, Qwest initially reported the problem "No Trouble Found (NTF)." Similar events have occurred all too often for us not to strongly suspect that some Qwest employees are negligently or intentionally sabotaging Eschelon's operations We ask that Qwest management undertake a thorough investigation of these recent events I urge you to take this matter seriously None of us can tolerate the black-eye that develops when network reliability comes into question.

8-20-03 - Wednesday

Denver Southwest Central Office – DNVERCOSW

II. Power disrupted to Collocation - Approx. 450 analog & IDSL lines impacted

Duration – 2 hrs.

09.57 a.m. central - Eschelon loses all visibility to its DLC Collo equipment in this office. Eschelon immediately diagnoses and dispatches a technician to the Denver SW office. Upon arrival at the site Eschelon techs finds that the Bussman GMT fuse covers on the Qwest BDFB serving Eschelon are gone and all circuit breakers (inside our cage) that feed our DLC gear are blown. Although the main fuses in the BDFB were in place, the fuse covers were not in place. Upon resetting the breakers, Eschelon's equipment begins going through its power-up reload procedure 2 hrs pass before service is restored due to dispatch time and cold restart time for the Eschelon equipment. The cause of the outage is determined to be a complete loss of both redundant power feeds (A&B) and subsequent current spike related to restoral of power

Eschelon observed another collocator cage (AT Link) being installed near the Eschelon cage. The fuse positions for AT link are directly above the Eschelon A&B fuse positions on the BDFB The AT link fuses were placed in a "ready position" in plastic holders (as if ready to do power work) The Eschelon fuse positions are clearly labeled as "Electro-Tel", Eschelon's name at the time that the cage was ordered See the attached photos

Given the state of our circuit breakers and the fact that the BDFB main fuse GMT covers were removed, we suspect that someone pulled our fuses and then quickly replaced them. (They pulled Eschelon A & B fuses and then put them back in causing a power spike which tripped all 4 circuit breakers serving our equipment). Removal of both power feeds caused a complete disruption of our service and forced our equipment to go through a cold reboot. Since only Qwest personnel are allowed to access fuses on the BDFB, we can only surmise that a Qwest employee was involved.

The Eschelon tech talked to three Qwest techs who were present in the C O when he arrived and all three denied knowing what happened and advised calling Qwest security Eschelon management has requested a Qwest security investigation via a call to Jean Novak. Eschelon management has since called Qwest security directly as well. Qwest security called back late in the afternoon on 8/20 to advise that they do show a card swipe entry less than 20 minutes prior to our power disruption.

This appears similar to two other incidents that occurred in 2001. At the Bloomington South Central Office in Bloomington, MN (1/9/01). a Qwest tech pulled the wrong fuses and cut off power to the Eschelon Collocation gear as well To our knowledge that technician was never disciplined. Additionally in the Belleview, WA (3/15/01) central office, a Qwest tech pulled the active fuses supplying power to our colocation equipment, again resulting in a complete reboot of Eschelon's equipment.

8-15-03 - Friday

III. Minneapolis Downtown Central Office – Qwest trouble ticket 2459192

Megacentral DS3 service is down – Approx. 674 Eschelon ADSL customers out of service in MN.

Duration – 4 hrs. 40 min.

Eschelon resells Qwest DSL. Qwest aggregates all the DSL transport and delivers the DSL customers to Eschelon via a DS3 connection service known a "Megacentral" in each major Qwest city This service is ordered through the Qwest Enterprise Group.

Below are the events and calls that took place from 11·17 am CST until facility was fully restored at 15:57 CST Total outage duration – in excess of 4 hrs. 40 min
11 17 central - Eschelon personnel notice that multiple customers have called to report that DSL is not working. Eschelon personnel diagnose and determine that no DSL traffic is coming from Qwest on the Megacentral connection DS3 circuit runs from Qwest downtown Minneapolis C.O. on 5th street to the Northstar Bldg. On 7th St (total of 2 blocks).

11 39 central – Eschelon calls Qwest to report outage. Ticket number 2459192 is issued Qwest was not aware of outage and indicates no alarming on circuit

11 45 central - Eschelon engaged with Qwest Enterprise group to isolate and repair, Qwest provided no reason for outage at this time.

12 27 central – Eschelon is informed by Qwest Enterprise Group that a Qwest tech had been dispatched to a location not provided to us with no ETA

12·34 central - Eschelon contacts Jean Novak – Qwest Sr. Svc. Mgr. to escalate as a major service outage. J Novak has no information. Continued to work issue and call Qwest repair for status, receive little information.

12:52 central – Eschelon communicates to Jean Novak via voice mail we were <u>not</u> getting LOSS OF FRAME – LOSS OF SIGNAL and what appeared to be the trouble was not the DS-3 but the ATM layer of the connection.

13,07 central – Eschelon receives an update from Qwest Repair that a tech was dispatched to CO first and has seen no problem there and is now preparing to go to the North Star Bldg. POP.

13·31 central - Eschelon logged a LOS and LOF (Loss of signal – Loss of frame) and went into yellow alarm The DS-3 facility appeared to be down hard. This would be expected when work and testing being done at C.O.

13.45 central - Qwest Tech Judy is in fiber room at Northstar Bldg able to loop Eschelon Equipment and Eschelon cleared. Looping is visible on Eschelon Shasta logs. Judy (Qwest Tech) requested loop from CO and was told that the C O techs had not cleared the CO yet and had identified a problem in their MUX at CO and were currently engaged with Nortel to resolve. Judy packed up and left at approx 14:00.

14.10 central - Eschelon Ops Manager John Ward dispatched to the downtown C.O. to attempt to identify issues and speak to individuals working issue. When he arrived at downtown C.O. he attempted to locate someone working on the trouble with no luck. John visited the Security desk on the main level attempting to locate Qwest CO manager, whom he was told was unavailable It appeared that no one was working the issue!

14.46 central - Eschelon is told by Jean Novak - Qwest dispatched Tier Two support to work issue on MUX at CO. John Ward left the Qwest central office and returned to Eschelon office

15 36 central - Eschelon contacted Cindy Ohs high cap manager to try to identify what was occurring since not information on progress was forthcoming Cindy indicated that they had Nortel on line and had un-provisioned and re-provisioned everything and they are now seeing blue alarm toward them and were not able to clear facility and were re-dispatching to North Star because they had Blue alarm

Eschelon personnel ask if anyone has tried reversing transmit & receive on the facility – Grasping at straws at this point since Qwest was not making any progress Eschelon techs indicate that they had not done this, but would go down and attempt.

15 57 central - Eschelon techs reversed transmit & receive on the DS3 COAX cable in the Eschelon suite in the Northstar bldg Immediately the facility came back up

16:00 central - Eschelon notifies Qwest not to touch the circuit

Eschelon is concerned that Qwest technicians were back and forth over a 4 hr. period between the downtown C O. and the Northstar bldg multiple times and could not clear what appears to be a simple reversal of transmit & receive. This reversal should never have happened in the first place. Additionally Eschelon observed minimal awareness of the problem on the part of Qwest personnel and little interest in resolving it.

MCI WORLDCOM

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August 26, 2003

William Mundell, Commissioner
Arizona Corporation Commission
1200 W. Washington Street
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Re: Docket No. T-00000A-97-0238, Qwest's 271 Application

Dear Commissioner Mundell:

I have been advised by the Commission Staff that during the open meeting held August 21, 2003, you asked if anyone knew of any problems that had arisen with Qwest Corporation's ("Qwest") operation support systems ("OSS") in other states since its 271 applications were approved.

MCI's overall mass market (consumer) local exchange carrier ("LEC") reject rate for orders submitted was 15.4% for all Bell operating companies combined for the week ended August 15, 2003. The Qwest reject rate dropped below 30% for the first time that week to 28.4%. The overall small business market LEC reject rate was at 41.3%. The Qwest reject rate for small business orders was 40.7%. Below is a summary of our most recent experiences with Qwest's OSS and OSS documentation that impacts rejection of our orders in Qwest's OSS.

1. Intermediated Access ("IMA") is the method provided by Qwest for CLECs to access Qwest's OSS and process local orders. IMA solely impacts CLECs ordering practices and is not used by Qwest's retail side of its business. The current Change Management Process ("CMP") document lacks sufficient language to require that within specific timeframes Qwest correct software defects when the defect impacts CLECs' abilities to process local service requests ("LSRs"). Without such language, CLECs have no guarantees from Qwest that software defects will be fixed in a timely manner. A defect in the software means the system is not working in accordance with Qwest's published business rules. In turn, when a defect is identified, it is inappropriate for Qwest to simply update the document accordingly because it then places the burden on CLECs to adjust coding they implemented based on the prior documented business rules. In April 2003, MCI initiated a change request through CMP to provide such language that will be subject to a unanimous vote. It is anticipated that Qwest will reject the change request based upon attempts to negotiate a resolution through the CMPO process.

2. Qwest must synch up system edits with those being performed manually by their Interconnect Service Center ("ISC") personnel. Qwest implemented a system change request that would allow migration order types (UNE-P migrations) to be processed by entering the telephone number and house number only The intent of the "migrate by TN" change request was that less information would be required on the order than was required prior to the change that would result in less rejects for CLECs. After implementation, MCI saw a significant increase in migration order manual rejects and noted that the ISC personnel were editing more than what was required. A process change was implemented by Qwest after MCI provided examples of the out of synch condition between systems/manual processing of LSRs. A process must be established by Qwest to synch up system and manual edit processing. Qwest has agreed that the process is necessary, but there is no formal commitment to begin.

3. When Qwest implemented what was expected to be Industry Standard "migrate as specified" ordering requirements, it neglected to provide "end-state" view requirements for features that drive blocking and hunting requests. In accordance with a Z-tel change request, Z-Tel requested "the ability to migrate customers as specified without having to list changes to the customer's current feature set." Qwest continues to require a distinction be made between what exists and what is changing for blocking and hunting features

4. When Qwest system edits are not documented or documented incorrectly, CLEC local orders are either rejected and/or incorrectly provisioned. MCI recently discovered a Qwest back-end system edit that is attempting to validate complete address information that is not required under Qwest published business rules. The edit requires address information be an exact match to what is listed in Qwest PREMIS database and can be retrieved via a preorder service address validation ("SAV") query. Not only are the address fields not supposed to be edited, but CLECs are not and should not be required to perform an SAV preorder query because it increases order processing timeframes. Moreover, an update to documentation would place the burden on CLECs to make system changes to accommodate what should have been documented correctly in the first place.

Another significant issue that can result when documentation is not adequately reflecting how the system is working is requested end user services are not provisioned. Qwest recently determined that blocking features are required to be provided in alphabetical order because that is how the system "expects" blocking features. If blocking features are not provided in alphabetical order, Qwest may only provision those that are provided for in alphabetical order, thus an out of synch condition may exist between what was requested and what Qwest provisioned. At this time the impact of this problem is unknown but Qwest was requested to provide analysis between LSR requests and Service Orders provisioned to determine the impact.

5. Qwest cannot provide to CLECs the most current customer service record ("CSR") because it maintains retail CSRs as "live" until the end user's bill is rendered, paid and posted to Qwest billing system. When a CLEC migrates a local customer,

Qwest houses two active customer service records. One with Qwest retail information and one that is generated for the CLEC when the customer migrates. The IMA system determines which CSR is valid per order by the use of a customer code identifier internally tracked by Qwest. If the CLEC is requested by the end-user to change and/or correct what was provisioned, CLECs must distinguish which CSR is the customers and provide the valid customer code or the order will reject. MCI initiated a change request to eliminate multiple match conditions (SCR102202-01 - Customer Service Record) on October 22, 2002. While Qwest implemented changes to reduce multiple CSR scenarios, it did not address the intent of the original request which referenced the largest impact to CLECs. That is post migration when CLECs are most impacted by multiple CSR conditions 100% of the time until Qwest rendered, billed and posted the retail end user's final bill Thus, MCI continues to see a large volume of rejects that are a result of multiple match CSR conditions.

A copy of this letter is being docketed and sent to all parties on the service list and being e-mailed to parties as well.

Sincerely yours,

Thomas F. Dixon