

BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION

1 In the Matter of the Petition )  
 2 for Arbitration of an ) DOCKET NO. UT-063061  
 3 Interconnection Agreement )  
 4 between ) Volume V  
 5 ) Pages 84 to 292  
 QWEST CORPORATION )  
 6 )  
 and )  
 7 )  
 ESCHELON TELECOM, INC. )  
 8 )  
 Pursuant to 47 U.S.C. )  
 9 Section 252(b). )  
 \_\_\_\_\_ )

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 11 A hearing in the above matter was held on  
 12 May 8, 2007, from 9:30 a.m to 3:40 p.m., at 1300  
 13 South Evergreen Park Drive Southwest, Room 206, Olympia,  
 14 Washington, before Administrative Law Judge PATRICIA  
 15 CLARK.

16 The parties were present as follows:

17 QWEST CORPORATION, by JASON D. TOPP, Attorney  
 18 at Law, 200 South Fifth Street, Room 2200, Minneapolis,  
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19 QWEST CORPORATION, by JOHN M. DEVANEY,  
 20 Attorney at Law, PERKINS COIE LLP, 607 Fourteenth Street  
 Northwest, Washington, D.C. 20005, Telephone (202)  
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22  
 23  
 24 Joan E. Kinn, CCR, RPR  
 25 Court Reporter

1 I'm going to ask you to refer to your direct testimony,  
2 which is Exhibit 62, at pages 134 and 135.

3 A. Okay.

4 Q. And I'm only asking you to keep those pages  
5 in front of you because they set forth the parties'  
6 competing ICA proposals for this particular issue, so it  
7 may be useful to refer to that language as we go through  
8 this line of questions. As the language shows, both  
9 parties, Eschelon and Qwest, have used language that  
10 would require Qwest to provide moving, adding,  
11 repairing, and changing with respect to UNEs; is that  
12 correct?

13 A. Yes.

14 Q. And a key difference between the parties'  
15 proposals is, as Ms. Stewart discussed this morning,  
16 Eschelon's proposing the use of access to unbundled  
17 network elements includes these various activities; is  
18 that one key difference?

19 A. Yes.

20 Q. And a second key difference between the  
21 parties' positions is that Qwest is proposing as shown  
22 on page 135 of Exhibit 62 that those activities will be  
23 performed "at the applicable rate"; is that correct?

24 A. Yes.

25 Q. And as I understand it from our recent case

1 in Colorado, it's your view that the terms moving,  
2 adding, repairing, and changing potentially involve  
3 thousands of activities; is that correct?

4 A. Yes, I think I probably did say that. I  
5 think what I said was that -- I think what I actually  
6 said was that it could encompass even thousands of  
7 activities depending upon because the network is dynamic  
8 and complicated, and as you repair or maintain, it was  
9 difficult to provide a single list of all activities  
10 that it might encompass.

11 Q. And it's also your view, is it not, that  
12 those terms include activities that aren't known today  
13 and that could be changed in the future?

14 A. Yes, I think that is true, though I think  
15 those would be limited.

16 Q. And it's Eschelon's position that these  
17 thousands of activities and activities that we don't  
18 know about today but could emerge in the future, all of  
19 them should be provided at cost based TELRIC rates; is  
20 that correct?

21 A. I think it is correct, though I might take  
22 issue with the way you asked your question. The  
23 underlying principle here is, as I did describe in  
24 Colorado, is the notion of non-discrimination, that  
25 these issues, while perhaps many, are defined by the way