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BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

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RIO COMMUNICATIONS, INC.,)

Complainant,)

v.)

QWEST CORPORATION, formally known as)

U S WEST COMMUNICATIONS, INC.,¹)

Defendant.)

ORDER

DISPOSITION: PARTIES DIRECTED TO SUBMIT REVISED PLAN

On April 7, 2000, Rio Communications, Inc. (Rio), filed a complaint against Qwest Corporation (Qwest), alleging Qwest violated ORS 759.455 (Senate Bill 622) and breached the interconnection agreement entered into by the parties pursuant to the Telecommunications Act of 1996.

On June 19, 2000, the parties filed a stipulation resolving the issues in the complaint and a joint motion for an order approving the stipulation. In the stipulation, Qwest admitted that it breached its interconnection agreement with Rio and that it violated ORS 759.455(h). Qwest agreed to remedy the breaches and violations by complying with the stipulation and submitting a remedial plan for Commission approval. The Commission approved the stipulation in Order No. 00-490.

On July 5, 2000, Qwest filed its proposed remedial plan. On September 6, 2000, Rio submitted objections and proposed modifications to the proposed plan. On September 13, 2000, Qwest replied. Qwest's reply claimed that the breaches and violations alleged in the original complaint have been remedied and that Rio is objecting to matters beyond the issues in the complaint. In addition, Qwest argued that Rio had

¹ This name change officially occurred on June 30, 2000. The company is referred to as Qwest throughout this order.

failed to recommend specific changes to the proposed plan. On September 22, 2000, Rio submitted a supplemental brief charging that the problems raised in the complaint had not been resolved. Rio also proposed specific changes to the plan. On September 29, 2000, Qwest filed a reply to Rio's supplemental brief. That brief argued that the problems cited by Rio in the complaint have been remedied and that Rio's proposals are essentially revisions of the interconnection agreement between the parties.

PARTIES POSITIONS ON THE PROPOSED REMEDIAL PLAN

Rio's Objections To Qwest's Proposed Remedial Plan

Rio complains that Qwest's proposed remedial plan is insufficient to ensure compliance with the terms of the stipulation and to ensure that Qwest will be penalized if it does violate the stipulation.² Rio claims the provisions of the proposed plan addressing ordering, processing, billing, provisioning, and enforcement are inadequate.

Ordering. Qwest's proposed remedial plan contains the following provisions related to ordering:

- Rio must order through Qwest's LSR process.
- Qwest will train Rio personnel in ordering through that process.
- Qwest is currently developing an automated LSR process capable of handling UNEs and UNE combinations as typically ordered by Rio.
- Qwest will take appropriate action to train Rio personnel on the use of this revised process and system when the process is implemented.
- Once the automated system is implemented, Rio must use the process and system correctly and assume responsibility for ordering the actual UNEs and UNE combinations desired.
- If Rio orders UNEs or UNE combinations that Rio has not previously ordered, Rio and Qwest will work cooperatively to develop an ordering procedure to allow Rio to order such UNEs or UNE combinations allowed under the agreement as expeditiously as possible.
- Qwest will provide the names of six Qwest employees in an escalation chain that Rio may attempt to reach if it has problems.

² The stipulation is set forth in Attachment A.

Rio lists a number of concerns about the ordering process. It insists that the section of the remedial plan on ordering contain: (1) a commitment from Qwest as to when the automated LSR service will be in place, (2) a plan for how Rio's orders are going to be processed and implemented in a timely manner, and (3) a commitment of a single competent Qwest employee to deal promptly with Rio's orders.

Processing. The portion of the proposed remedial plan relating to processing states:

Qwest will undertake to process and provision Rio's orders on a nondiscriminatory basis.

Qwest shall process and provision UNEs and UNE combinations without collocation or additional intermediate frames except in the following circumstances:

- (1) the Commission determines that a particular UNE combination is technically unfeasible without collocation or additional frames; or
- (2) Qwest can demonstrate to the Commission that Qwest uses intermediate frames for provisioning such services for itself; or
- (3) Rio otherwise agrees to the use of such additional frames or collocation.

Rio complains that the provisions in Qwest's proposed remedial plan lack sufficient detail on the timing, personnel, and accountability for processing and provisioning orders.

Billing. Qwest's proposed remedial plan related to billing states, in part:

In the event Rio shall have any problems or disputes regarding the billing of any provisioned circuits, the parties will use the escalation chain specified in Section 11, *supra*, in order to resolve such disputes.

Rio asserts that this provision is insufficient because it does not address the qualifications of employees, procedures for resolving problems, timing, and enforcement related to billing.

Provisioning. Qwest's proposed remedial plan includes the following provisions for the self-executing measurements and standards:

Qwest has identified that Rio has ordered the following services under its Agreement:

DS 1 Loops
DS 3 UDITs (Unbundled dedicated interoffice transport facilities)
DS 3 Entrance Facilities

Based upon the service and provisioning standards adopted by the Regional Oversight Committee (ROC), Qwest agrees to provision these services pursuant to the intervals and parameters identified on Exhibit D hereto.³

The availability of these services, and the intervals for provisioning them, are subject to facility availability and other limitations and conditions set forth in the ROC standards.

Rio contends that the proposed remedial plan is an inadequate response to the provisions of the stipulation related to provisioning telecommunications services. The stipulation provides:

Rio and Qwest acknowledge that wholesale service performance indicators are being developed by the Regional Oversight Committee (ROC) workshops. Qwest and Rio shall cooperate to develop self-executing performance measurements and standards based upon the indicators being developed by ROC. Those measurements and standards shall be defined and incorporated into the Remedial Plan. Violations of the standards shall be established and imposed pursuant to ORS 759.455(3).

Rio objects to the Qwest proposed remedial plan provisions on provisioning because they address a limited list of services and apply to a limited number of the ROC standards.

Enforcement. The proposed remedial plan addressing enforcement provides:

Should Rio contend that Qwest has violated the terms of this Remedial Plan and/or the terms of the parties' Stipulation, Rio shall bring a motion before the Commission, supported by affidavit identifying and establishing the violation(s). Qwest may respond to any such motion within ten (10) days. Should the Commission find that any such violation(s) have occurred, penalties may be imposed pursuant to ORS 759.455(3).

³ The document identified as Exhibit D to Qwest's proposed remedial plan is attached to this order as Attachment B.

Rio objects to this provision claiming that it defeats the notion of “self-executing” performance standards and requirements.

Rio's Proposed Modifications to Qwest's Proposed Remedial Plan

Enforcement proposal. Rio asserts that when the terms of the stipulation were agreed to, Qwest's attorney proposed that violations be established by filing affidavits with the Commission and that such violations should give rise to \$1,000 penalties. Rio asserts that the remedial plan should reflect that representation.

ROC standards. In negotiations over the proposed remedial plan, Rio asked Qwest to include in the proposed remedial plan 24 ROC standards for preordering, ordering, provisioning, and billing. Qwest objected to 19 of the proposed standards on the grounds that the standards do not apply to the services that were subject to the complaint, do apply to services that were not subject to the complaint, or were diagnostic. Qwest asserts that the important ROC standards are the benchmark dates that establish time lines for filling orders. Qwest distinguishes benchmarks from diagnostic standards that it describes as internal intervals for tracking the tasks that must be completed to meet the benchmarks. Rio's proposed standards and Qwest's objections to the standards are listed in Attachment C.

Additional elements. In its supplemental brief, Rio added ten additional elements for incorporation into the plan “to address problems Rio has had with Qwest in the past, as well as those that might reasonably be expected to arise in the future.”⁴ Rio supports its request for additional elements in the plan by citing examples of difficulties Rio has had with provisioning since Qwest agreed to remedy the problems earlier this year.

We summarize each of Rio's proposed elements and Qwest's responses below:

Rio's proposal

1. Qwest will provision all trunking orders placed by Rio, including, but not limited to, LIS trunks, toll trunks, 911 trunks, and SS7 trunks, within five business days from the placement of the order by Rio.
2. Qwest will provision all entrance facilities orders placed by Rio, including, but not limited to, DS1, DS3, and OCn, within ten business days from the placement of the order by Rio.

⁴ Rio's Supplemental brief at 4.

3. Qwest will provision all UNE loop orders placed by Rio, including, but not limited to, DS0, DS1, DS3, and OCn, within ten business days from the placement of the order by Rio.

Qwest's response

Qwest stated that the additional provisions should not be included in the remedial plan. They address provisioning trunking, entrance facilities, and UNE loop orders. Qwest notes that the complaint addressed ordering and billing. It claims provisioning was not a subject of the complaint and should not be addressed in the remedial plan. Further, the first three elements concern topics covered by the interconnection agreement between the parties and Qwest's Service Interval Guides for Access Service and for Resale and Interconnection Services (Guides). These guides, which have not been approved by the Commission, are posted on the Internet and provide details for interconnection services provided to CLECs throughout Qwest's 14-state region. Qwest also objects that Rio's proposed intervals contain no flexibility for times when network capacity does not exist and are not supported by any evidence.⁵

Rio's proposal

4. If Qwest determines that there is any problem with the manner in which an order is placed, Qwest will provide Rio a written explanation of the problem within 24 hours of Rio's placement of the order and, upon provision of such written notice, Qwest will have one or more qualified representatives available to assist in placement of the orders to Qwest's satisfaction.

Qwest's response

Qwest explains that its standard procedure is to call CLECs if there is a problem with an order. Qwest seeks to handle problems over the phone so they can be resolved more quickly. Further, Qwest asserts that it is not obliged to design Rio's network or offer technical advice.

⁵ Qwest's position appears to have changed on these issues. In its reply to Rio's objections, at 4-5, Qwest states that its proposed remedial plan "contains adequate terms regarding processing and provisioning of Rio's orders." It also states that "Qwest has agreed to: (1) undertake the processing and provisioning of Rio's orders ... (4) within a completion time specified by the ROC standards. Qwest has agreed to certain specified benchmarks for each of the products identified by Rio in the Complaint. These benchmarks include: (1) a firm order commitment date; (2) specified installation intervals; (3) service quality measures; and (4) measurements for delays. These are the ROC standards which ensure that Rio's orders will be promptly processed and filled within a set period of time."

Rio's proposal

5. If Qwest determines that any of the above intervals will not be met, Qwest will immediately provide a written explanation to Rio as to why the intervals will not be met. Within 48 hours of such written notice, Qwest will have a team with authority to negotiate resolution of the provisioning difficulty available for a meeting with Rio representatives, either in person or on the telephone.

Qwest's response

Qwest responds that any failure to meet an interval would be due to unavailability of facilities. The time necessary to construct facilities is not negotiable and CLEC orders are filled on a first-come first-served basis. Qwest claims there is nothing to negotiate.

Rio's proposal

6. Whenever Qwest provides a reason for not meeting a deadline that is based on internal Qwest policies, guidelines, regulations, rules, or the like, Qwest will provide Rio with a written explanation of such policies, guidelines, regulations, rules, or the like, a photocopy of the policies, guidelines, regulations, rules, or the like, and a reference to the page of the policy guide, handbook, rule book, or the like in which it can be found.

Qwest's response

Qwest responds that the information available to Rio's account team at Qwest is also available to Rio on the Internet. A written statement would be duplicative and would also be a standard deviation from normal business practices for other CLECs.

Rio's proposal

7. No later than October 15, 2000, Qwest shall provide Rio with training by Qwest personnel with actual experience and expertise in ordering UNEs and processing UNE orders. Such training will not be provided by Qwest account representatives or account managers.

Qwest's response

Qwest is willing to work with Rio to schedule a training session and to fly trainers to Portland.

Rio's proposal

8. Qwest will replace Rio's current account team with a new team.

Qwest's response

Qwest asserts that this demand is an impermissible and unjustified attempt to interfere with Qwest's internal affairs.

Rio's proposal

9. Qwest will designate, as the point person for all ordering and provisioning difficulties encountered by Rio, a Qwest representative with experience and expertise in the ordering and provisioning process, rather than an account representative.

Qwest's response

Qwest responds that this proposal is inconsistent with the stipulation, which requires Qwest to designate an account representative and an escalation chain.

Rio's proposal

10. If it is shown that any applicable ROC standard would require Qwest to provide service faster than the intervals set forth above, Qwest shall meet the shorter interval.

Qwest's response

Qwest responds that it intends to follow the ROC standards, as adopted. It asserts, however, that there is no basis in the complaint to order Qwest to adhere to those standards and that Rio's request is outside the scope of the docket.

COMMISSION DISCUSSION AND CONCLUSIONS

Enforcement Proposal

To enforce alleged violations of the stipulation and remedial plan, Qwest would require Rio to bring a motion before the Commission and allow Qwest ten days to respond. Penalties would be imposed under ORS 759.455(3). Rio responds that during negotiations over the stipulation, Qwest's attorney proposed that violations be established by affidavit and enforced with \$1,000 penalties. Rio asks the Commission to require the remedial plan to reflect that representation.

We cannot adopt Rio's proposal. In our view, the provision in Qwest's proposed remedial plan on enforcement is consistent with the terms of the stipulation. Absent extraordinary circumstances, we are compelled to abide by the stipulation as the binding expression of the parties' intentions. Not only was this document signed and agreed to by the parties, we issued an order adopting the stipulation.

Paragraph 4 of the stipulation provides:

Upon adoption, the Stipulation and Remedial Plan shall equate to Commission Orders under ORS 759.455(3). Any alleged failure by Qwest to abide by the terms of this Stipulation or Remedial Plan will subject Qwest to penalties and other enforcement contemplated in ORS 759.455(3) and the statutes referred to therein. Any such penalties or other enforcement shall be imposed after notice and hearing as provided in ORS 759.455(3).

ORS 759.455(3) provides, in part:

... If the violation continues beyond the time period specified in the commission's order, the commission on its own motion or upon the motion of an interested party may seek penalties as provided in ORS 759.990 or otherwise may seek enforcement under ORS 756.160 or 756.180, or both.

Our reading of ORS 759.990, 756.160, and 756.180 indicate that they refer to enforcement in the courts. We also note that ORS 759.990(8) states that, absent a law specifying payment to the aggrieved party, any forfeitures are paid to the General Fund.

Based on our review of the underlying documents and the Oregon statutes, we conclude that Rio has not shown that Qwest's proposal on enforcement should be rejected. In fact, the procedure for filing motions and enforcing violations under ORS 759.455(3) appears consistent with the law.

We wish to indicate, however, that ORS 759.455(3) provides us flexibility to take an action directly to court rather than hold an administrative proceeding first. We will use our investigatory powers to determine which forum would be preferable for addressing alleged violations.

Scope of the Remedial Plan (Elements 1-3)

One of the key issues in this dispute is over the scope of Qwest's remedial plan. Rio claims the Commission should address a broad range of issues relating to its need to interconnect with Qwest's network. Qwest responds that the remedial plan should remedy only breaches and violations alleged in the complaint.

Our view of the remedial plan is that it should provide immediate relief to the injured party. In addition, the remedial plan should provide reasonable assurance that the party will not have further difficulty obtaining the services that were the subject of the complaint. The important additional protection provided by the plan, as opposed to the interconnection agreement, is that violations of the plan are specifically enforceable pursuant to the penalties set forth in ORS 759.455(3).⁶ In effect, the order finding violations is a warning to the defendant that further violations may be subject to substantial court imposed monetary penalties and potential injunctive relief.

As to the scope of the plan in this proceeding, we conclude that the plan should be limited to the terms of the stipulation between the parties. Absent specific language to the contrary, the defendant can limit the plan to the services identified in the complaint. To ensure that the complainant can obtain the services that were the subject of the complaint, we conclude that the complainant may insist that the plan encompass all aspects of the Operations Support System utilized by the defendant to provide those services. Consequently, in this proceeding, we conclude that Rio may require Qwest to address preordering, ordering, processing, billing, provisioning, and enforcement for DS1 loops, DS3 UDITs, DS 3 entrance facilities, and combinations of those elements.

Our conclusion is based on two principles. First, the prohibited practices provisions of Oregon law require the Commission to respond rapidly to allegations of anticompetitive conduct. If the Commission finds that the complainant proved the allegations, the remedial plan should ensure prompt termination of the anticompetitive conduct and provide enforceable mechanisms to ensure the violations are not repeated. Second, the complainant should be reasonably assured that it obtain the elements that were the subject of the complaint in an appropriate and timely manner. Having once proven that Qwest violated the law with regard to order processing and billing for the specific services, Rio should not be required to file another complaint to enforce its rights should Qwest fail in its obligation to provide the services. Such a burden would rapidly destroy any benefit Rio might obtain from prevailing in the original proceeding.

Effect of the ROC Standards on the Remedial Plan (Proposed ROC Standards and Rio's Proposed Elements 1-3)

The parties agreed to language in the stipulation that addresses the performance measurements and standards to be incorporated into the remedial plan. The stipulation acknowledges that ROC is developing performance indicators and requires the parties to cooperate to develop performance measurements based on those indicators. The stipulation further requires that violation of the agreed upon standards would be subject to penalties under the prohibited practices provisions of the Oregon statutes.

⁶ For example, ORS 759.455(3) provides that the defendant may be subject to penalties under ORS 759.990, which provides that a telecommunications carrier may be required to forfeit up to \$50,000 for committing a prohibited act.

The parties have not been able to meet their obligations under the agreement. Based on the parties' filings, it appears to us that there has been little progress developing performance standards to be incorporated into the remedial plan.

It is our understanding that the indicators referenced in the stipulation are provisions of a document called the Service Performance Indicator Definitions (PID). In fact, Qwest's proposed remedial plan included a six-page appendix that appears to come from a version of the PID.⁷

The PID is a key element of Qwest's Performance Assurance Plan (PAP),⁸ which Qwest submitted for review in ROC workshops on September 19, 2000.⁹ Qwest describes the PID as follows:

Performance measurements have been developed in the 271 collaborative workshops. Each of the measurements have been given a precise definition, called a Performance Indicator Definition ("PID"), that includes specification of the unit of measure, the data to be utilized in the measurement, and the standard. The standard may be a parity comparison of CLEC service performance with the Qwest retail analogue. When no retail analogue exists, the standard is the benchmark. The PIDs have been agreed to among Qwest, the CLECs, and participating State Commission staff members. PAP at 2.

To address concerns about continued compliance with the agreements reached in the ROC workshops, Qwest's PAP proposes a payment structure and key statistical payment schedules that it will make available to CLECs upon the FCC's approval of Qwest's application to provide InterLATA services pursuant to §271 of the Telecommunications Act of 1996.

The proposed PAP contains a two-tiered escalating and self-executing remedy structure. Tier 1 payments to CLECs are triggered immediately the first month that Qwest fails to meet a measurement standard and escalate according to the degree to which the parity or benchmark standard for a particular measurement is missed, the

⁷ Supra note 3 and Attachment B to this order.

⁸ The Commission takes official notice of a letter from Steve Davis, Senior Vice President, Policy and Law, Qwest Communications, to Robert Carter and Frank Darr, dated September 19, 2000, and the attached, *The Qwest Performance Assurance Plan*. The Commission also takes official notice of Qwest's *ROC 271 Working PID (Service Performance Indicator Definitions) Version 2.0, September 13, 2000*.

⁹ Qwest, representatives from regulatory commissions from 11 of 14 states served by Qwest, competitive local exchange carriers (CLECs), and interested parties are participating in collaborative workshops to develop a plan that will ensure Qwest continues to provide interconnection and unbundling services to CLECs after it receives authority to provide interLATA long distance service from the FCC under §271 of the Telecommunications Act of 1996.

duration of nonconforming performance, and the weight assigned to a particular measure. Tier 2, not relevant here, applies to payments to a State Fund after three consecutive months of nonconforming service results.

At this time, the PAP is a draft document. Further, it is unclear when the PAP will be finalized. ROC does not anticipate a conclusion to its review until the spring of 2001, at the earliest. The schedule for our proceeding, in which we are reviewing the PAP and the ROC recommendations on the PAP, suggests that final approval is unlikely before the summer of 2001, at the earliest.¹⁰

While the stipulation memorializes an agreement on the process for settling the terms of the remedial plan, the parties' latest filings suggest that they are retreating from their obligation to develop performance measurements based on the ROC draft indicators. On September 7, 2000, Rio referred to 24 performance measures based on ROC indicators that it had requested Qwest include in the remedial plan.¹¹ On September 22, 2000, however, Rio proposed a number of additional performance measures that it does not identify as being based on the ROC indicators. In fact, Rio included Element 10 that provides that if any applicable ROC standard would require Qwest to provide service faster than the intervals set forth in its new proposal, Qwest must meet the shorter interval.

For its part, Qwest appears to disclaim the ROC standards as relevant to this proceeding:

Finally, proposal 10 would require Qwest to adhere to 'any applicable ROC standard' that resulted in a shorter interval than (sic) those specified by Rio. Qwest plans to follow ROC standards as adopted. Nevertheless, there is no basis in the Complaint to order Qwest to adhere to those standards. Rio's proposal is outside the scope of this docket and should be rejected.¹²

Instead, Qwest asserts, for the first time, that its service obligations are limited to the Guides "which contain terms and conditions addressing the very issues Rio seeks to add to the Remedial Plan."¹³ We cannot find in Qwest's reply any effort to show a relationship between the ROC indicators and the Guides. Particularly troubling is that, on July 5, 2000, Qwest included in its proposed remedial plan pages that appear to come from a version of the PID referring to provisioning. On October 2, 2000, however, Qwest claimed that provisioning intervals have no relation to the subject of this docket and the Commission has no basis to order Qwest to follow the ROC standards.¹⁴

¹⁰ *In the Matter of the Investigation into the Entry of U S WEST Communications, Inc., into In-Region InterLATA Services under Section 271 of the Telecommunications Act of 1996*, docket UM 823.

¹¹ Rio's Objections and Proposed Modifications to Qwest's Proposed Remedial Plan, at 7.

¹² Reply to Rio's Supplemental Brief, at 6.

¹³ *Id.* at 3.

¹⁴ *Id.*

At this stage of the proceeding, we find the parties' positions untenable. The stipulation clearly calls for negotiations to develop performance measures based on the ROC indicators. Our approval of the stipulation was conditioned on the parties' agreement to cooperate to develop these performance measures. Rio's September 6, 2000, filing indicates its understanding that the plan should be limited to the ROC indicators. Qwest's July 5, 2000, filing indicates it, too, understood the stipulation to refer to the ROC indicators.

To bring this matter to a conclusion, we order that the remedial plan should incorporate ROC indicators, unless Qwest or Rio can provide a compelling reason why a particular indicator is inapplicable or the parties can agree to an alternative measure. The status of the PAP as a draft should not impose a significant burden on the parties. We are convinced that the parties can draft language that would accommodate changing circumstances.

There remains the question of the applicability of ROC performance indicators that Qwest identifies as diagnostic. We are unable to find a definition of "diagnostic" in the PID. We conclude, however, that performance measures, enforced by monetary penalties, should only apply to indicators directly measuring delivery of a particular product or service to Rio.

Other Proposed Elements

Written responses to ordering problems (Elements 4, 5, and 6). Rio requests that Qwest provide a written explanation when it encounters problems with Rio's orders or when it cannot meet a performance interval. We adopt this provision. We understand that this type of documentation may be burdensome for Qwest. However, this is a remedial plan to address violations of law and breaches of an interconnection agreement by Qwest. Given the history between these two companies, written explanations as simple as an email, may improve and clarify communication. We do not adopt Rio's proposal calling for Qwest to negotiate when facilities are unavailable. Qwest is required to follow processes that treat all carriers equitably. We can find no good reason why Rio should receive preferential treatment.

Training (Element 7). The parties appear to agree that Qwest will provide training for Rio employees in Portland. Qwest is entitled to determine which of its employees should do the training.

Replacing the account team (Element 8). We reject Rio's proposal that we order Qwest to replace its Rio account team. Absent a showing of malice or intentional bad faith, there is no basis for us to interfere in Qwest's personnel decisions.

Appointing a “point person” (Element 9). We agree with Qwest. Rio's proposal is inconsistent with the stipulation. Qwest has provided an account representative and an escalation chain with the requisite contact information. Qwest is obligated to ensure that the employees have the skills, training responsibility, and authority to fulfill their duties. The relevant measure is performance. There is no basis to order Qwest to negotiate with Rio over the qualifications of Qwest's employees assigned to the Rio account.

Alleged Ongoing Problems

Rio described a number of alleged service failures by Qwest. Qwest responded claiming the service failures were either remedied or were Rio's responsibility. We will not address these factual allegations. They are outside the record of this proceeding.

Directions to the Parties

We are concerned about the time spent in these negotiations over the terms of the remedial plan. We are also concerned that the parties have not brought us a coherent set of options from which we can fashion a remedial plan. Consequently, we direct the parties to reenter negotiations and bring to us a remedial plan consistent with our conclusions in this order within 14 days of the date of service of this order. If the parties are unable to reach an agreement, they should submit a joint statement identifying the provision at issue and each party's alternative proposed language for incorporation into the remedial plan. The joint statement should also include the rationale for selecting one proposal over another.

ORDER

IT IS ORDERED that Qwest Corporation and Rio Communications, Inc., shall submit a remedial plan consistent with the requirements in this order. The plan shall be filed within 14 days of the service date of this order.

Made, entered, and effective _____.

Ron Eachus
Chairman

Roger Hamilton
Commissioner

Joan H. Smith
Commissioner

A party may request rehearing or reconsideration of this order pursuant to ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-014-0095. A copy of any such request must also be served on each party to the proceeding as provided by OAR 860-013-0070(2). A party may appeal this order to a court pursuant to applicable law.