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5 **BEFORE THE WASHINGTON UTILITIES**
6 **AND TRANSPORTATION COMMISSION**

7 WASHINGTON UTILITIES AND
8 TRANSPORTATION COMMISSION,

UT-033011

9 Complainant,

10 v.

DECLARATION OF PATTI BOWIE IN
SUPPORT OF INTEGRA TELECOM OF
WASHINGTON, INC.'S MOTION FOR
SUMMARY DISPOSITION

11 ADVANCED TELCOM, INC., dba
12 ADVANCED TELCOM GROUP;
13 ALLEGIANCE TELECOM, INC.; AT&T
14 COMMUNICATIONS OF THE PACIFIC
15 NORTHWEST AND TCG SEATTLE;
16 COVAD COMMUNICATIONS
17 COMPANY; ELECTRIC LIGHTWAVE,
18 LLC; ESCHELON TELECOM OF
19 WASHINGTON, INC.; FAIRPOINT
20 CARRIER SERVICES, INC. f/k/a
21 FAIRPOINT COMMUNICATIONS
22 SOLUTIONS CORP.; GLOBAL CROSSING
23 LOCAL SERVICES, INC.; INTEGRA
24 TELECOM OF WASHINGTON, INC.;
25 WORLDCOM, INC.; McLEODUSA
26 TELECOMMUNICATIONS SERVICES,
INC.; SBC TELECOM, INC.; QWEST
CORPORATION; and XO WASHINGTON,
INC.

Respondents.

DECLARATION OF PATTI BOWIE IN
SUPPORT OF INTEGRA'S MOTION FOR
SUMMARY DISPOSITION - 1

Law Office of
Richard A. Finnigan
2405 Evergreen Park Dr. SW
Suite B-1
Olympia, WA 98502
(360) 956-7001

1 I, Patti Bowie, hereby declare under penalty of perjury, under the laws of the state of
2 Washington, that the following statements are true and correct.

- 3 1. I am over eighteen years of age and am competent to testify.
- 4 2. I am the Director of Billing Analysis for Integra Telecom of Washington, Inc. (“Integra”).
- 5 3. I was involved in securing the Agreement for CMDS Hosting and Message Distribution for
6 CLECs (In-Region with Operator Services) and the Addendum to CMDS Hosting and In-
7 Region Message Distribution Agreement (collectively referred to herein as the “CMDS
8 Agreement”) for Integra.
- 9 4. At the time the CMDS Agreement was executed in February, 2001, I was the Director of
10 Billing, and I reported to the Controller of Integra.
- 11 5. The CMDS Agreement was signed by Integra’s then-CFO, Wayne Graham.
- 12 6. When I secured the CMDS Agreement for Mr. Graham to sign on behalf of Integra, I did not
13 negotiate the terms of the CMDS Agreement with Qwest Corporation (“Qwest”).
- 14 7. Instead, Qwest presented me with a copy of its form CMDS Agreement and instructed me to
15 fill in the various blanks for corporation name and the state in which the services would be
16 provided.
- 17 8. After I had the various blanks filled in, the CMDS Agreement was presented to Mr. Graham
18 for his signature.
- 19 9. Mr. Graham did not negotiate the CMDS Agreement with Qwest, either.
- 20 10. Mr. Graham signed the CMDS Agreement, ordering the services listed in the Agreement,
21 and it was returned to Qwest for Qwest’s execution.
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1 11. It is my understanding that the CMDS Agreement, or one virtually identical to it, is available
2 on Qwest's web site and that any CLEC wishing to order CMDS services from Qwest can
3 fill out the agreement after downloading it from Qwest web site.

4 12. I do not know of any reason why any other CLEC could not obtain the same CMDS services
5 under the same terms from Qwest that Integra obtained by executing the CMDS Agreement.
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8 RESPECTFULLY SUBMITTED, this ____ day of _____, 2003.

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11 PATTI BOWIE
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26 DECLARATION OF PATTI BOWIE IN
SUPPORT OF INTEGRA'S MOTION FOR
SUMMARY DISPOSITION - 3

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CERTIFICATE OF SERVICE- 1

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