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July 18, 2000

VIA HAND DELIVERY

Ms. Carole J. Washburn
Carole J. Washburn, Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia WA 98504-7250

Re: USWC SGAT and Section 271 Compliance, Docket Nos. UT-003022 & UT-003040

Dear Ms. Washburn:

At the July 7, 2000, follow-up workshop in the above-referenced proceeding, Qwest Communications Corporation, f/k/a U S WEST Communications, Inc. ("Qwest") presented revised language for its Statement of Generally Available Terms ("SGAT") to which Qwest and AT&T had agreed governing "pick and choose" of SGAT provisions (marked as Exhibit 236). NEXTLINK Washington, Inc., Electric Lightwave, Inc., and Advanced TelCom Group, Inc. (collectively "Joint CLECs"), have reviewed the proposed language and have the following three concerns:

- (1) Proposed Section 1.8.2 requires the CLEC to prepare and sign an amendment that includes the SGAT provisions the CLEC chooses to adopt. Qwest, however, has historically retained document control of interconnection agreements and amendments. The Joint CLECs, therefore, seek additional information and possible language revisions to address the process by which a CLEC can adopt SGAT provisions.
- (2) Proposed Section 1.8.2 contemplates that a CLEC may designate multiple SGAT provisions for adoption and that Qwest and the CLEC may expeditiously resolve disputes over additional related provisions, but Section 1.8.3 appears to require that the CLEC's entire request be subject to dispute resolution, even if some provisions are not disputed. The SGAT should be amended to permit undisputed SGAT opt-in provisions to become effective while the parties resolve disputes related to contested provisions.
- (3) Proposed Section 1.8.4 provides that the parties "shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment" but the amendment is only "deemed effective upon approval of the amendment by the . . . Commission." This is unnecessarily ambiguous and confusing

Carole Washburn

July 18, 2000

Page 2

and would be better stated as “the amendment shall be effective when it has been executed by both parties, subject to approval by the Commission.”

The Joint CLECs, therefore, propose that the parties be permitted an opportunity to negotiate and further amend this SGAT language as necessary to address these issues before the Commission takes any further action on Exhibit 236.

Very truly yours,

Davis Wright Tremaine LLP

Gregory J. Kopta

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