

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

IN THE MATTER OF THE PETITION )  
FOR ARBITRATION OF AT&T ) DOCKET NO. UT-  
COMMUNICATIONS OF THE PACIFIC )  
NORTHWEST AND TCG SEATTLE ) PETITION FOR ARBITRATION  
WITH QWEST CORPORATION )  
PURSUANT TO 47 U.S.C. § 252(b) )

Pursuant to the Washington Utilities and Transportation Commission’s (“Commission”) Interpretive and Policy Statement issued in Docket No. UT-960269<sup>1</sup> and 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 (“Act”), AT&T Communications of the Pacific Northwest, Inc. and TCG Seattle (collectively “AT&T”) hereby petition the Commission to arbitrate the disputed issues arising in the interconnection contract negotiations between AT&T and Qwest Corporation (“Qwest”).<sup>2</sup>

In support of this Petition, AT&T provides the following information:

**NEGOTIATIONS**

1. In accordance with 47 U.S.C. § 252(b)(1), any party to an interconnection negotiation may petition a state commission to arbitrate any open issues remaining within the 135<sup>th</sup> to the 160<sup>th</sup> day after the date upon which the incumbent local exchange carrier (“ILEC”) received the request for negotiations. By letter dated February 25, 2003 AT&T requested that Qwest begin negotiation of an interconnection agreement for the State of Washington. *See Exhibit A*, attached hereto. Consistent with 47 U.S.C. § 252(b)(1),

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<sup>1</sup> *In the Matter of Implementation of Certain Provisions of the Telecommunications Act of 1996*, Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements Under the Telecommunications Act of 1996, Docket No. UT-960269, (June 1996).

<sup>2</sup> At the conclusion of this arbitration proceeding, AT&T Communications of the Pacific Northwest, Inc. and TCG Seattle intend to enter into separate but identical interconnection agreements.

AT&T submits this request for arbitration of the unresolved issues identified below. The nine-month period, within which the Commission should render its decisions regarding the disputed issues, is November 30, 2003.

2. In Washington, AT&T entered into an interconnection agreement with Qwest (formerly U S WEST Communications, Inc.) on or about July 25, 1997. The initial term of that agreement expired on July 25, 2000. The parties, however, agreed to extend the term until the agreement was replaced with a successor agreement. TCG Seattle entered into an interconnection agreement with Qwest dated December 16, 1996 that the Commission approved on January 13, 1997; the agreement was amended and resubmitted to the Commission on January 22, 1997. The parties extended this agreement too until it will be replaced by a successor agreement.

3. AT&T and Qwest began general negotiations within the Qwest 14-state region on May 15, 2002. The first negotiation session began on May 23, 2002. At that time, the parties agreed to employ the April 26, 2002 Statement of Generally Available Terms (“SGAT”) for Colorado as a starting point for negotiations. The parties, through their respective negotiation teams, have met by telephone and on some occasions in person to review proposed terms and conditions of the successor agreements. To date the parties are continuing to work on disputed issues in an effort to resolve them.

4. A number of times during the course of the negotiations, AT&T and Qwest agreed to extend the effective negotiation request dates in order to continue negotiations with the objective of reducing the number of disputes. Under the most recent agreement, AT&T and Qwest agreed that the negotiation request date for Washington would be and is March 2, 2003. *See Exhibit B*, attached hereto.

5. AT&T has attached, as **Exhibit C**<sup>3</sup> to this petition, a copy of the proposed interconnection agreement resulting from these negotiations. Unless otherwise expressly marked in the contract as the proposal of one party or the other, the agreed upon language is shown in normal type whereas disputed language is shown in party-identified dueling inserts.

### **PARTIES**

6. As noted, the parties to the negotiation and this arbitration are AT&T and Qwest. The Petitioners' full names and official business address are as follows:

AT&T Communications of the Pacific Northwest, Inc.; TCG  
Seattle  
1875 Lawrence Street, Suite 1575  
Denver, CO 80202

AT&T is a competitive local exchange carrier ("CLEC") authorized by the Commission to provide dedicated and switched telecommunications services (Cause No. 86-113) and competitive local exchange service (Docket No. UT-960248) throughout the State of Washington.<sup>4</sup> TCG Seattle is a competitive local exchange carrier authorized to provide interexchange and intraexchange switched telecommunications services (Docket No. UT-941203) and non-switched private line and special access telecommunications services (Docket No. UT-940531) throughout the State of Washington.<sup>5</sup>

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<sup>3</sup> Hereinafter the "*Proposed Interconnection Agreement*."

<sup>4</sup> *In the Matter of the Petition of AT&T Communications of the Pacific Northwest, Inc., to Amend its Classification as a Competitive Telecommunications Company*, Order Granting Petition, Docket UT-960248 (Jan. 24, 1997).

<sup>5</sup> *In the Matter of the Petition of Application of TCG Seattle for an Order Approving Acquisition of Digital Direct of Seattle, Inc.*, Order Granting Application, Docket UT-9405331 (Nov. 9, 1994).

AT&T's counsel for negotiations and arbitration, respectively, are:

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303-298-6493 (Tel.)  
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and

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7. Qwest is a corporation organized and formed under the laws of the State of Colorado. Qwest provides local exchange and other services within its franchised areas in Washington. Qwest is an ILEC in Washington as that term is defined in §§ 251(h) and 252 of the Act.<sup>6</sup> Qwest is also a "Bell Operating Company," or "BOC", as that term is defined in § 153(35) of the Act.<sup>7</sup> Qwest's business address is:

Qwest Corporation  
1801 California Street  
Denver, CO 80202

Qwest's counsel for the interconnection negotiations and arbitration, respectively, are:

Laura Ford, Esq.  
Perkins Coie L.L.P.  
1899 Wynkoop St. # 700  
Denver, Colorado 80202-1043  
303-291-2311 (Tel.)  
303-291-2400 (Fax)

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<sup>6</sup> 47 U.S.C. §§ 251(h) & 252.

<sup>7</sup> 47 U.S.C. § 153(35).

and

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### RESOLVED ISSUES

8. AT&T and Qwest have resolved many issues, based in part on the Washington SGAT and based in part on language negotiated by the parties to reflect current needs. See **Exhibit C**, attached, the jointly proposed interconnection agreement. As previously noted the *Proposed Interconnection Agreement* reflects acceptance of terms and conditions in the great majority of the document (all language, except language marked to identify a disputed issue or otherwise identified in the Joint Issues List, also attached hereto as **Exhibit D**). Qwest and AT&T jointly prepared the *Proposed Interconnection Agreement* for filing with this petition.<sup>8</sup> At the conclusion of the hearing in this matter, AT&T intends coordinate with Qwest to offer a revised, up-to-date version of the *Proposed Interconnection Agreement* and the Joint Issues List to reflect the current status of any and all resolutions.

### UNRESOLVED ISSUES

9. AT&T and Qwest have compiled a relatively short list of unresolved issues. **Exhibit D**, as attached, is the Joint Disputed Issues List (the “Joint Issues List”) of those open and disputed issues for resolution by this Commission. Throughout the

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<sup>8</sup> While AT&T and Qwest have worked diligently to “clean up” the *Proposed Interconnection Agreement* to accurately reflect the current status of “agreed to” language for filing, there may still be some clean-up or revision required.

negotiations, the parties developed, reviewed and edited the Joint Issues List to reflect the disputes, the parties' positions and the contract language related thereto. Thus, the Joint Issues List topically identifies the unresolved issues, assigns each issue a number (based upon previous arbitrations) and correlates those issues with the relevant section of the *Proposed Interconnection Agreement*. The column in the Joint Issues List identified as "AT&T Proposed Language" contains AT&T's proposed contract language marked to show how AT&T's proposed language is different from Qwest's. There exists a similar column reflecting Qwest's proposals. As to the unresolved issues, AT&T respectfully requests that the Commission adopt the position of AT&T set forth in the Joint Issues List and the language sought by AT&T that is set forth in both the Joint Issues List and in the *Proposed Interconnection Agreement*.<sup>9</sup>

10. Within the Joint Issues List, AT&T provides a written narrative of its position on each disputed issue and Qwest's position, when available. For the most part, such narrative briefly explains the parties' positions with respect to requirements of the Act, applicable FCC regulations, applicable state statutes, and applicable rules, orders, or policies of the Commission.

11. On July 30, 2001, AT&T provided comments to Qwest on Qwest's proposed Exhibit A, Pricing, to the *Proposed Interconnection Agreement*. AT&T received Qwest's response on August 7, as AT&T was preparing all documents to file with this Petition. As a result, AT&T has not had sufficient time to review the revised Exhibit A. AT&T will carefully review this revised Exhibit A to determine whether any disputes remain and AT&T reserves the right to identify in this proceeding any such

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<sup>9</sup> Each Party's respective language proposal is the same for the Joint Issues List and the Proposed Interconnection Agreement.

remaining disputes. Although the price list issue may not be marked in the Proposed Interconnection Agreement as a disputed section (the price list is Exhibit A to the Proposed Interconnection Agreement), AT&T has reflected in the Joint Issues List that it reserves the right to identify any disputes that may exist once AT&T has had a reasonable opportunity to review the revised Exhibit A.

### **DOCUMENTATION**

12. With respect to relevant documents requested in the Commission's Interpretative and Policy Statement and 47 U.S.C. § 252(b)(2)(A), AT&T is submitting with this petition certain, but not all, potentially relevant documents. Included in this submission are relevant correspondence between the parties, the *Proposed Interconnection Agreement* and the Joint Issues List, among other things. The relevant documents are attached hereto as the following exhibits:

- 1) AT&T's letter to Qwest requesting negotiations (Exhibit A);
- 2) AT&T's last correspondence establishing the timeline for this arbitration under Section 252 of the Federal Act (Exhibit B);
- 3) The Proposed Interconnection Agreement showing the agreed to language and disputed sections with the language suggested by each party (Exhibit C);
- 4) The Joint Issues List showing the disputed issues and the respective positions of AT&T and Qwest on those issues (Exhibit D); and
- 5) Proposed Arbitration Schedule (Exhibit E).

13. Further relevant documentation that the parties are likely to submit will be included with their respective written testimony related to the disputes in this proceeding.

### **PROCEDURAL RECOMMENDATIONS**

14. Given the short statutory deadlines associated with arbitrations under § 252(b) of the Act, AT&T has attached a proposed procedural schedule, **Exhibit E**.

Along with this proposal, AT&T requests that the Commission either adopt the proposed schedule or hold, forthwith, a pre-hearing conference to determine a schedule better suited to the Commission's calendar.

15. In addition, AT&T recommends that once the Commission resolves the disputes set forth in this petition, the Commission direct AT&T and Qwest to finalize the *Proposed Interconnection Agreement* to conform to the Commission's decisions. AT&T recommends that the Commission direct the parties to file such finalized agreement within thirty (30) calendar days after the issuance of the Commission's order. AT&T requests that the Commission then promptly approve the final interconnection agreement as filed.

16. In the event AT&T and Qwest are not able to resolve disagreements over how to implement the Commission's decision in contract language, AT&T suggests that the parties would still make the filing with the Commission within such thirty (30) day period. This filing would contain the entire interconnection agreement with all provisions that have been either agreed to or conformed to the Commission's order, and it would also identify those contract provisions about which the parties are unable to agree, regarding how to implement the Commission's order. The parties should also include with such filing an explanation of the positions of each party and a request for the Commission to resolve these final differences on implementation.

### **REQUEST FOR PROTECTIVE ORDER**

17. AT&T anticipates that privileged, confidential and trade secret information will be exchanged or filed in the course of the proceeding. As a



consequence, AT&T requests that the Commission enter an appropriate Protective Order to maintain the confidentiality of such information.

### **REQUEST FOR RELIEF**

18. WHEREFORE, AT&T respectfully requests that the Commission grant the following relief:

- a. that the Commission arbitrate the unresolved issues between AT&T and Qwest in accordance with the §§ 251 and 252 of the Telecommunications Act of 1996;
- b. that the Commission find in favor of AT&T on the disputed issues submitted for resolution;
- c. that the Commission direct the parties to submit an agreement reflecting such resolution;
- d. that the Commission's decision regarding the unresolved issues be implemented by the parties within 30 days of the Commission's final decision; and
- e. for such other relief as the Commission deems necessary and appropriate for a fair, just and reasonable resolution to the disputes submitted herewith.

Respectfully submitted this 8<sup>th</sup> day of August, 2003.

**AT&T COMMUNICATIONS OF THE  
PACIFIC NORTHWEST, INC. AND TCG  
SEATTLE**

By:

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