

BEFORE THE
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

ADVANCED TELCOM, INC., d/b/a
ADVANCED TELCOM GROUP; AT&T
COMMUNICATIONS OF THE PACIFIC
NORTHWEST and TCG SEATTLE; COVAD
COMMUNICATIONS COMPANY;
ELECTRIC LIGHTWAVE, LLC.;
ESCHELON TELECOM OF
WASHINGTON, INC.; FAIRPOINT
CARRIER SERVICES, INC. f/k/a
FAIRPOINT COMMUNICATIONS
SOLUTIONS CORP.; GLOBAL CROSSING
LOCAL SERVICES, INC.; INTEGRA
TELECOM OF WASHINGTON, INC.;
McLEODUSA, TELECOMMUNICATIONS
SERVICES, INC.; SBC TELECOM, INC.;
QWEST CORPORATION; WORLDCOM,
INC.; and XO WASHINGTON, INC., f/k/a
NEXTLINK COMMUNICATIONS, INC.,

Respondents.

Docket No. UT-033011

**MCI'S MOTION TO DISMISS OR FOR
SUMMARY DETERMINATION**
[November 7, 2003]

I. INTRODUCTION

1. Respondent WorldCom, Inc., on behalf of its regulated subsidiaries in Washington State (n/k/a "MCI"), by and through its attorneys of record, Ater Wynne LLP, hereby submits its

Motion to Dismiss or for Summary Determination. In support of this motion, MCI states as follows:

2. The name and address of the respondent is:

MCI
Western Public Policy
707 17th Street, Suite 4200
Denver, CO 80202

3. This motion is brought pursuant to WAC 480-09-426. The motion involves application of the following statutes and rules: 47 U.S.C. §251, §252(a)(1), (e), (i); RCW 80.36.150; RCW 80.36.170; RCW 80.36.180; RCW 80.36.186; WAC 480-80-142; WAC 480-80-330.

II. THE COMPLAINT

4. On August 15, 2003, the Commission filed a complaint ("Amended Complaint") against Qwest Corporation ("Qwest") and 14 CLECs, including MCI, alleging the failure to file with the Washington Utilities and Transportation Commission ("Commission") certain interconnection and other agreements in violation of federal and state law.

5. Paragraphs 8 and 15 of the Amended Complaint in this case allege that Qwest and the CLEC Respondents, including MCI, entered into agreements regarding the parties' on-going obligations pertaining to such matters including, but not limited to, resale, number portability, reciprocal compensation, interconnection, unbundled network elements, or collocation. The agreements are identified in Exhibit A to the Amended Complaint. The paragraphs also allege that Qwest and the CLEC Respondents failed to file the majority of the agreements with the Commission, and the agreements were not approved. Further, the Amended Complaint alleges

that certain of the agreements marked with an asterisk were filed in an untimely manner, and the Commission approved those agreements.

6. Paragraph 16 of the Amended Complaint alleges that the failure to file or timely file the agreements identified in Exhibit A constitutes a violation of 47 U.S.C. §252(a)(1), (e) and RCW 80.36.150.

7. The Qwest/MCI agreements included in Exhibit A to the Amended Complaint are Agreements A31, A32, A33, A34 and A35.

8. Paragraphs 9 and 17 of the Amended Complaint allege that Qwest entered into numerous other agreements with other telecommunications companies to resolve disputes, which were largely billing related disputes, pursuant to which the other companies agreed to forego their litigation positions in various proceedings, agreed not to oppose Qwest positions in various proceedings, or agreed to dismiss complaints they had brought against Qwest. These agreements are listed in Exhibit B.

9. The MCI/Qwest agreements included in Exhibit B are Agreements B4, B5 and B13.

10. None of the MCI/Qwest agreements included in Exhibit B include any commitment by MCI to forego a litigation position, an agreement to not oppose Qwest positions, or agreement to dismiss complaints in any unrelated proceeding pending before this Commission.

11. Paragraph 20 of the Amended Complaint alleges, as the First Cause of Action, that Qwest and MCI violated 47 U.S.C. §252(a) by failing to submit the agreements included in Exhibit A to the Commission and by failing to timely file the agreements marked with an asterisk (i.e., Agreements A34 and A35).

12. Paragraph 23 of the Amended Complaint alleges, as the Second Cause of Action, that Qwest and MCI violated 47 U.S.C. §252(e) by entering into agreements for interconnection, services, or network elements that were not approved by the Commission and by failing to seek Commission approval in a timely manner regarding the agreements marked with an asterisk.

13. Paragraph 29 of the Amended Complaint alleges, as the Fourth Cause of Action, that Qwest and MCI violated RCW 80.36.150 by failing to file the agreements set forth in Exhibit A and by failing to timely file the agreements marked with an asterisk. The paragraph also alleges that each day any of the contracts were in effect without filing with the Commission constitutes a separate violation pursuant to RCW 80.04.380.

III. ARGUMENT ON MOTION TO DISMISS OR FOR SUMMARY DETERMINATION

A. The First Cause of Action Fails to State A Claim on Which Relief Can Be Granted and Should Be Dismissed.

14. Section 252(a)(1) of the federal Telecommunications Act states:

Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers ... The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement ... shall be submitted to the State commission *under subsection (e) of this section.*

47 U.S.C. §252(a)(1) (emphasis added). Section 252(e) of the Act provides in relevant part: “Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission.” Thus, the filing requirement contained in Section 252(a) is nothing more than an incorporation of the filing requirement contained in Section 252(e). Therefore, the violation of Section 252(a) alleged in the First Cause of Action cannot be the basis

for a separate violation in addition to that alleged in the Second Cause of Action for Section 252(e). Accordingly, the First Cause of Action should be dismissed for failure to state a claim on which relief can be granted.

B. The Second Cause of Action Should Be Dismissed As to MCI to the Extent It is Based on the Alleged Failure to File Agreements that Do Not Relate to Obligations Imposed Under Sections 251(b) and (c) of the Telecommunications Act or Do Not Have to be Filed with the Washington State Commission Under Section 252(e).

15. As noted above, 47 U.S.C. §252(a) and (e) require that “interconnection agreement[s]” be submitted for approval to state commissions. However, there is no explicit statutory definition for the term “interconnection agreement” in the federal Act. Nor is there one in Washington State statute or rule.

16. After questions arose in the context of Qwest’s 271 proceedings regarding the scope of Section 252’s filing requirement, Qwest petitioned the FCC for a declaratory ruling regarding what types of negotiated agreements between ILECs and CLECs were within that filing requirement. In response to that petition, the FCC held that an agreement creating “an *ongoing* obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocation is an interconnection agreement that must be filed pursuant to section 252(a)(1).” *In the Matter of Qwest Communications International Inc. Petition for Declaratory Ruling on the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Agreements Under Section 252(a)(1)*, WC Docket No. 02-89, Memorandum Opinion and Order, FCC 02-276, 17 FCC Rcd. 19,337, ¶8 (Oct. 4, 2002)(emphasis added). In note 26, the FCC stated: “[W]e find that only those agreements that contain an ongoing obligation relating to section 251(b) or (c)

must be filed under 252(a)(1).” *Id.* (emphasis added). The FCC also found that while dispute resolution and escalation provisions are not *per se* outside the scope of Section 251(a)(1), such provisions need not be filed if they are otherwise known and available to CLECs, such as being posted on an ILEC’s website. *Id.* at ¶9. Further, the FCC held that a settlement agreement providing for “backward-looking consideration,” such as a cash payment, need not be filed, and that two categories of agreements “relating to Section 251 matters need not be filed under Section 252: (i) orders and form contracts and (ii) agreements with bankrupt competitors.” *Id.* at ¶¶12-14.

17. Under this FCC definition and order, not all of the MCI/Qwest agreements listed in Exhibit A to the Amended Complaint had to be filed with the Commission. For example, Agreement A31, on its face, addresses the settlement of disputes relating to non-CLEC activities, primarily interexchange, not local, services, and not to Section 251(b) or (c) of the Telecommunications Act. Further, Agreement A35 is not an interconnection agreement that must be filed with the Commission, because it does not involve any ongoing obligations related to Section 251(b) or (c) services. As noted above, there is no obligation to file settlement agreements that resolve disputes with purely backward-looking consideration.

18. As the Amended Complaint acknowledges, two of the MCI/Qwest agreements listed in Exhibit A (Agreements A34 and A35) were filed with the Commission on August 22, 2002. According to paragraph 23 of the Amended Complaint, this filing was not timely; therefore, MCI and Qwest committed additional violations of Section 252(e) with respect to these agreements. This allegation is without legal foundation.

19. The agreements marked by an asterisk in Exhibit A, which were filed on August 22, 2002, and approved by the Commission, were not untimely filed. As noted above, after questions arose regarding the scope of Section 252's filing requirement, Qwest sought a declaratory ruling from the FCC regarding the types of negotiated agreements that were within the interconnection agreement filing requirement. Before the FCC issued its October 4, 2002 Order in response to Qwest's petition, Qwest filed a number of agreements for approval by this Commission, including Agreements A34 and A35, as a precautionary measure to ensure that all agreements that arguably fell within the definition of "interconnection agreement" were filed. Under the definition that was issued later, some of the agreements filed on August 22, 2002, did not qualify as agreements that must be filed, including Agreement A35. *See* Paragraph 16 above. Further, Section 252 does not contain any deadlines by which an agreement must be filed. Neither does Washington State law. The only state law reference to a specific time for filing interconnection agreements is contained in this Commission's Interpretive and Policy Statement on Interconnection Procedure; but, pursuant to WAC 34.05.230(1), that Statement is advisory only. Thus, it cannot provide the basis for finding a violation of either federal or state law. Nor can it provide the basis for imposition of any monetary penalty against MCI or Qwest. Finally, as discussed below, state law does not independently require the filing of wholesale contracts. In light of the absence of a specified filing standard and Qwest's precautionary filing before the FCC's Order had been issued, the filings were not untimely.

20. Thus, the Second Cause of Action should be dismissed as to MCI with respect to Agreements A31, A34 and A35.

C. The Fourth Cause of Action Fails to State a Claim on Which Relief Can be Granted and Should be Dismissed.

21. The Fourth Cause of Action alleges that MCI and Qwest violated RCW 80.36.150 by failing to file the agreements listed in Exhibit A and committed additional violations of that statute by failing to file the agreements marked with an asterisk in a timely manner. Again, this Cause of Action fails to state a claim on which relief can be granted and should be dismissed.

22. RCW 80.36.150 provides in part that “Every telecommunications company shall file with the commission, *as and when required by it*, a copy of any contract, agreement or arrangement in writing with any other telecommunications company, or with any other corporation, association or person relating in any way to the construction, maintenance or use of a telecommunications line or service by, or rates and charges over and upon, any such telecommunications line.” (emphasis added). Thus, RCW 80.36.150 does not itself require that agreements be filed; it only states that agreements must be filed *as provided by the Commission’s rules*. However, the Commission’s rules only require that retail contracts be filed. See WAC 480-80-142 and former WAC 480-80-330. There is no rule requiring the filing of interconnection or other wholesale agreements. As discussed above, the only legal requirement to file interconnection agreements is contained in 47 U.S.C. §252(e), and that provision does not contain any deadlines for filing.

23. The MCI/Qwest agreements identified in Exhibit B settled individual, unique disputes between Qwest and MCI. In none of those agreements did MCI agree to alter its position or withdraw from or agree not to oppose any Qwest position in any litigation or proceeding before this Commission that was unrelated to the subject of the disputes being settled. Nor did the agreements call for the dismissal or settlement of any complaint proceeding or other adjudicative

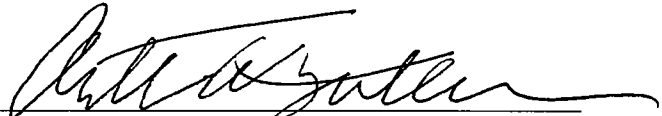
proceeding pending before the Commission. Further, there is no requirement that any settlement of disputes such as those involved in the MCI/Qwest agreements identified in Exhibit B be found to be in the public interest before they can be effective. And, as discussed above, there is no requirement under Washington State law that these agreements be filed for approval by this Commission.

IV. CONCLUSION

24. For the reasons discussed above, MCI requests the Commission dismiss the First and Fourth Causes of Action and dismiss the Second Cause of Action as to MCI with respect to Agreements A31, A34 and A35.

RESPECTFULLY SUBMITTED this 7th day of November, 2003.

ATER WYNNE, LLP

By 

Arthur A. Butler, WSBA # 04678
601 Union Street, Suite 5450
Seattle, Washington 98101-2327
Tel: (206) 623-4711
Fax: (206) 467-8406
Email: aab@aterwynne.com

Attorneys for MCI

CERTIFICATE OF SERVICE

I hereby certify that I have this 7th day of November, 2003, served the true and correct original, along with the correct number of copies, of the foregoing document upon the WUTC, via the method(s) noted below, properly addressed as follows:

Carole Washburn	<input type="checkbox"/>	Hand Delivered
Executive Secretary	<input type="checkbox"/>	U.S. Mail (first-class, postage prepaid)
Washington Utilities and Transportation	<input type="checkbox"/>	Overnight Mail (UPS)
Commission	<input type="checkbox"/>	Facsimile (360) 586-1150
1300 S Evergreen Park Drive SW	<input checked="" type="checkbox"/>	Email (records@wutc.wa.gov)
Olympia, WA 98504-7250		

I hereby certify that I have this 7th day of November, 2003, served a true and correct copy of the foregoing document upon parties of record, via the method(s) noted below, properly addressed as follows:

On Behalf Of Eschelon:

Dennis D. Ahlers	<input type="checkbox"/>	Hand Delivered
Eschelon Telecom, Inc.	<input type="checkbox"/>	U.S. Mail (first-class, postage prepaid)
730 2nd Avenue South, Suite 1200	<input type="checkbox"/>	Overnight Mail (UPS)
Minneapolis MN 55402-2456	<input type="checkbox"/>	Facsimile (612) 436-6792
<i>Confidentiality Status: Public</i>	<input checked="" type="checkbox"/>	Email (ddahlers@eschelon.com)

On Behalf Of Advanced TelCom:

Victor A. Allums	<input type="checkbox"/>	Hand Delivered
GE Business Productivity Solutions, Inc.	<input type="checkbox"/>	U.S. Mail (first-class, postage prepaid)
6540 Powers Ferry Road	<input type="checkbox"/>	Overnight Mail (UPS)
Atlanta GA 30339	<input type="checkbox"/>	Facsimile (770) 644-7752
<i>Confidentiality Status: Public</i>	<input checked="" type="checkbox"/>	Email (vic.allums@ge.com)

On Behalf Of Qwest:

Lisa A. Anderl	<input type="checkbox"/>	Hand Delivered
Qwest Corporation	<input checked="" type="checkbox"/>	U.S. Mail (first-class, postage prepaid)
1600 7th Avenue, Room 3206	<input type="checkbox"/>	Overnight Mail (UPS)
Seattle WA 98091	<input type="checkbox"/>	Facsimile (206) 343-4040
<i>Confidentiality Status: Confidential</i>	<input checked="" type="checkbox"/>	Email (lisa.anderl@qwest.com)

On Behalf Of Faripoint, Integra & SBC:

Seth Bailey
Law Office of Richard A. Finnigan
2405 Evergreen Park Drive SW, Suite B-1
Olympia WA 98502

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 753-6862
 Email (sbailey@ywave.com)

On Behalf Of Electric Lightwave:

Mr. Charles L. Best
Electric Lightwave Inc.
4400 NE 77th Ave
Vancouver WA 98662

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 816-0999
 Email (charles_best@eli.net)

On Behalf Of Advanced TelCom:

Lon E. Blake
Advanced TelCom, Inc.
3723 Fairview Industrial Drive SE
Salem OR 97302

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile
 Email (lblake@atgi.net)

On Behalf Of AT&T:

Ms. Cathy L. Brightwell
AT&T Government Affairs
2120 Caton Way SW, Suite B
Olympia WA 98502-1106

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 705-4177
 Email (brightwell@att.com)

On Behalf Of Eschelon:

Richard J. Busch
Miller Nash LLP
601 Union Street, Suite 4400
Seattle WA 98101-2352

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 622-7485
 Email (rbusch@millernash.com)

On Behalf Of XO:

Jodi Campbell
XO Washington, Inc.
1111 Sunset Hills Drive
Reston VA 20190

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (703) 547-2830
 Email

On Behalf Of McLeodUSA:

Mr. David Conn
McLeodUSA Telecommunications Services,
Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids IA 52405-3177

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (319) 790-7901
 Email (dconn@mcleodusa.com)

On Behalf Of Advanced TelCom & Covad:

William R. Connors
Miller Nash LLP
601 Union Street, Suite 4400
Seattle WA 98101-2352

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 622-7485
 Email (bill.connors@millernash.com)

On Behalf Of Public Counsel:

Robert W. Cromwell Jr.
Attorney General of Washington
Public Counsel Section
900 Fourth Avenue, Suite 2000, TB-14
Seattle WA 98164-1012

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 389-2058
 Email (RobertC1@atg.wa.gov)

On Behalf Of WorldCom:

Haleh S. Davary
WorldCom, Inc.
201 Spear Street, Ninth Floor
San Francisco CA 94105

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (415) 228-1094
 Email (Haleh.Davary@mci.com)

On Behalf Of Advanced TelCom:

Erin W. Emmott
Kelley Drye & Warren LLP
1200 19th Street NW, Suite 500
Washington DC 20036-2423

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (202) 955-9792
 Email (eemmott@kelleydrye.com)

On Behalf Of Eschelon:

Judith Endejan
Graham & Dunn, PC
Pier 70
2801 Alaskan Way, Suite 300
Seattle WA 98121-1128

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 340-9599
 Email (jendejan@grahamdunn.com)

On Behalf Of Fairpoint, Integra & SBC:

Richard A. Finnigan
Law Office of Richard A. Finnigan
2405 Evergreen Park Drive SW, Suite B-1
Olympia WA 98502

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 753-6862
 Email (rickfinn@ywave.com)

On Behalf Of Covad:

Karen S. Frame
Covad Communications Company
7901 Lowry Boulevard
Denver CO 80230-6906

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (720) 208-3350
 Email (kframe@covad.com)

On Behalf Of AT&T:

Letty S. Friesen
AT&T Communications of the Pacific
Northwest
Law Department
1875 Lawrence Street, Suite 1575
Denver CO 80202

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (303) 298-6301
 Email (lfriesen@lga.att.com)

On Behalf Of Covad:

Lynn Hankins
Covad Communications Company
7901 Lowry Boulevard
Denver CO 80230-6906

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (720) 208-3350
 Email (lhankins@covad.com)

On Behalf Of McLeodUSA:

Lauraine Harding
McLeodUSA Telecommunications Services,
Inc.
6400 C Street SW
P.O. Box 3177
Cedar Rapids IA 52405-3177

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (319) 790-7901
 Email

**On Behalf Of Advanced TelCom, Covad & GE
Business Productivity:**

Brooks E. Harlow
Miller Nash LLP
601 Union Street, Suite 4400
Seattle WA 98101-2352

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 622-7485
 Email (brooks.harlow@millernash.com)

On Behalf Of Integra:

Karen J. Johnson
Integra Telecom of Washington, Inc.
19545 NW Von Neumann Dr.
Suite 200
Beaverton OR 97006-6906

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (503) 748-1212
 Email
 (karen.johnson@integratelecom.com)

On Behalf Of XO Communications:

Gregory J. Kopta
Davis Wright Tremaine LLP
1501 4th Avenue, Suite 2600
Seattle WA 98101-1688

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 628-7699
 Email (gregkopta@dwt.com)

On Behalf Of Fairpoint:

John Lapenta
Fairpoint Communications
6324 Fairview Road, Suite 4
Charlotte NC 28210-3271

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile
 Email

On Behalf Of Qwest:

Todd Lundy
Qwest Corporation
1801 California Street, Suite 4700
Denver CO 80202

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (303) 295-7069
 Email (todd.lundy@qwest.com)

On Behalf Of Qwest:

Cynthia Mitchell
Hogan & Hartson L.L.P.
1470 Walnut Street, Suite 200
Boulder CO 80302

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (720) 406-5301
 Email (cmitchell@hhlaw.com)

On Behalf Of Advanced TelCom:

Brad E. Mutschelknaus
Kelley Drye & Warren LLP
1200 19th Street NW, Suite 500
Washington DC 20036-2423

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (202) 955-9792
 Email (bmutschelknaus@kelleydrye.com)

On Behalf Of Global Crossing:

Teresa S. Reff
Global Crossing Local Services, Inc.
1080 Pittsford Victor Road
Pittsford NY 14534

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (585) 381-7592
 Email (teresa.reff@globalcrossing.com)

On Behalf Of WUTC:

Ann E. Rendahl ALJ
Washington Utilities and Transportation
Commission
1300 S Evergreen Park Drive SW
PO Box 47250
Olympia WA 98504-7250

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 586-8203
 Email (arendahl@wutc.wa.gov)

On Behalf Of Qwest:

Mark S. Reynolds
Qwest Corporation
1600 7th Avenue, Room 3206
Seattle WA 98091

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 346-7289
 Email (mark.reynolds3@qwest.com)

On Behalf Of Qwest:

Martha Russo
Hogan & Hartson L.L.P.
555 Thirteenth Street NW
Washington DC 20004

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (202) 637-5910
 Email (mlrusso@hhlaw.com)

On Behalf Of SBC:

John Schnettgoecke
SBC Telecom, Inc.
1010 N St. Mary's, Room 13K
San Antonio TX 78215

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (210) 246-8759
 Email (js3876@sbc.com)

On Behalf Of Qwest:

Adam L. Sherr
Qwest Corporation
1600 7th Avenue, Room 3206
Seattle WA 98091

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 343-4040
 Email (adam.sherr@qwest.com)

On Behalf Of MCI:

Michel L. Singer Nelson
WorldCom, Inc.
707 17th Street, Suite 4200
Denver CO 80202-3432
Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (303) 390-6333
 Email (michel.singer_nelson@mci.com)

On Behalf Of Staff:

Shannon Smith
Attorney General of Washington
Utilities & Transportation Division
1400 S Evergreen Park Drive SW
PO Box 40128
Olympia WA 98504-0128
Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 586-5522
 Email (ssmith@wutc.wa.gov)

On Behalf Of Qwest:

Peter S. Spivack
Hogan & Hartson L.L.P.
555 Thirteenth Street NW
Washington DC 20004
Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (202) 637-5910
 Email (psspivack@hhlaw.com)

On Behalf Of AT&T:

Mary Steele
Davis Wright Tremaine LLP
1501 4th Avenue, Suite 2600
Seattle WA 98101-1688
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 628-7699
 Email (marysteele@dwt.com)

On Behalf Of Electric Lightwave:

Lance Tade
Electric Lightwave Inc.
4 Triad Center, Suite 200
Salt Lake City UT 84180
Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (801) 924-6363
 Email

On Behalf Of AT&T:

Mary Taylor
AT&T Government Affairs
2120 Caton Way SW, Suite B
Olympia WA 98502-1106

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (360) 705-4177
 Email (marymtaylor@att.com)

On Behalf Of Time Warner Telecom:

Brian D. Thomas
Time Warner Telecom
223 Taylor Avenue North
Seattle WA 98109-5017

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 676-8001
 Email (brian.thomas@twtelecom.com)

On Behalf Of AT&T:

Ms. Mary Tribby
AT&T Communications
1875 Lawrence Street, Suite 1575
Denver CO 80202

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (303) 298-6301
 Email (mbtribby@att.com)

On Behalf Of Global Crossing:

Mark P. Trinchero
Davis Wright Tremaine LLP
1300 SW Fifth Avenue, Suite 2300
Portland OR 97201-5682

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (503) 778-5299
 Email (marktrinchero@dwt.com)

On Behalf Of AT&T:

Daniel M. Waggoner Esq.
Davis Wright Tremaine LLP
1501 4th Avenue, Suite 2600
Seattle WA 98101-1688

Confidentiality Status: Confidential

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (206) 628-7699
 Email (danwaggoner@dwt.com)

On Behalf Of Covad:

Charles E. Watkins
Covad Communications Company
1230 Peachtree Street NE, 19th Floor
Atlanta GA 30309

Confidentiality Status: Public

Hand Delivered
 U.S. Mail (first-class, postage prepaid)
 Overnight Mail (UPS)
 Facsimile (404) 942-3495
 Email (g Watkins@covad.com)

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 7th day of November, 2003, at Seattle, Washington.