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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Investigation into U S WEST Communications, Inc.'s Compliance with § 271 of the Telecommunications Act of 1996	Docket No. UT-003022
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In the Matter of U S WEST Communications, Inc.'s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996	Docket No. UT-003040 SUPPLEMENT TO QWEST'S RESPONSE TO AT&T AND WORLDCOM'S COMMENTS ON QWEST'S RESPONSE TO BENCH REQUEST NO. 37
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Qwest Corporation ("Qwest"), through its counsel, submits this Supplement to its Response to AT&T and WorldCom's Comments on Qwest's Responses to Bench Request filed on December 5, 2001.

Qwest submits this Supplement to correct its response to issue number three in AT&T and WorldCom's Comments. In those Comments, AT&T and WorldCom claimed that Qwest failed to fully implement or incorrectly implemented the Facilitator's Final QPAP Report ("Report"). In issue three, they requested that a reference to "parity" measures be stricken from the last sentence of section 13.3.¹

While Qwest initially believed the reference to "parity" measures was an inadvertent

¹ See AT&T and WorldCom Comments at 2-3.

1 typographical error, upon further review of the provision in context, Qwest believes that the reference is
2 proper and accordingly, no changes should be made.

3 AT&T and WorldCom recognized that Qwest complied with the Facilitator's instruction to add
4 the last sentence to section 13.3, which was language drafted and recommended by AT&T itself.² This
5 AT&T language endorsed by the Facilitator contained the very reference to "parity or benchmark"
6 standards, which AT&T and WorldCom now seek to remove.³ What AT&T and WorldCom fail to
7 acknowledge, however, is the rewrite they now request would effect a substantive change never
8 authorized by the Facilitator. While AT&T and WorldCom call for deletion of the reference to "parity"
9 measures because the Facilitator ruled that force majeure applies only to benchmark measures, the
10 sentence at issue applies more broadly: to "a Force Majeure event *or other excusing event*," such as
11 CLEC bad faith, and those events are *not* limited to benchmark measurements.⁴ Accordingly, the
12 reference to "parity," which AT&T itself drafted, is proper and should remain in the QPAP.

13 RESPECTFULLY SUBMITTED this 21st day of December, 2001.

14 QWEST

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23 ² See AT&T Supplemental Comments at 2.

24 ³ See AT&T and Ascent's Verified Comments on Qwest's Proposed Performance Assurance Plan, filed on July
25 27, 2001 at 12 ("AT&T Multi-State Comments") ("If a Force Majeure event or other excusing event recognized in this
section only suspends Qwest's ability to timely perform an activity subject to Performance Measurement, the
applicable time frame in which Qwest's compliance with the parity or benchmark criterion is measured will be extended
on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.")

26 ⁴ *Id.* (emphasis added).