[Service Date December 1, 2003]

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for Arbitration of	)	DOCKET NO. UT-033035
AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST AND TCG SEATTLE,	)	ORDER NO. 04
With	)	ARBITRATOR'S REPORT
QWEST CORPORATION,	)	
Pursuant to 47 U.S.C. Section 252(b)	)	
. . . . .	)	

Synopsis—*This Arbitration decision determines that: (1) a CLEC's "Tandem Office Switches are those that serve a comparable geographic area to those served by an interconnecting ILEC, without regard to the extent of actual service to customers, if any; (2) "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" can be defined in terms of local calling areas, but must not be interpreted to exclude recognized exceptions (i.e., foreign exchange (FX)-type service or local number presence for ISP-bound traffic); (3) relative-use factors apply to interconnection facilities that are used to carry unidirectional, non-local, non-telecommunications traffic bound for the Internet; (4) AT&T's rate for per minute of use call termination rate for Exchange Service (EAS/Local) traffic may include a mileage-based component but it must be rated at zero miles to ensure reciprocity with Qwest's rate; (5) the limit on calls that lack Calling Party Number (CPN) information should be five percent; such traffic should be compensated based on a percentage local use factor; (6) parties should not be financially responsible to each other for calls not originated on their respective networks that lack information required for billing by the terminating carrier; (7) alternatively billed calls (i.e., collect calls and calls billed to third parties) should be billed and accounted for pursuant to provisions of a separate agreement, but the status quo should be maintained pending negotiation and execution of such an agreement; (8) Qwest should not be*

responsible for billing when a customer selects AT&T as its local exchange carrier, and Qwest as its local Primary Interexchange Carrier (i.e., for intraLATA toll calls) unless Qwest voluntarily makes such service available to an AT&T customer; (9) (a) AT&T's tariff rates govern what AT&T must charge Qwest for a particular service, to the extent AT&T has applicable tariffs; otherwise, the rates specified in the parties' interconnection agreement control; (b) rates that require Commission approval on a prospective basis, including ICB rates that the parties agree should be cost-based and approved by the Commission should be considered interim rates subject to the Commission's discretion to order true-up; (c) given the parties' agreement that ICB rates should be cost-based and approved by the Commission, their interconnection agreement should establish a time-frame within which Qwest must seek Commission approval, and require Qwest to provision the requested product or service at an interim ICB rate until it seeks and obtains Commission approval of a permanent rate.

I. BACKGROUND

A. Procedural History

1 On August 8, 2003, AT&T Communications of the Pacific Northwest, Inc. and TCG Seattle (collectively "AT&T"), filed with the Washington Utilities and Transportation Commission ("Commission") a request for arbitration pursuant to 47 U.S.C. § 252(b)(1) of the Telecommunications Act of 1996, Public Law No. 104-104, 101 Stat. 56 (1996) ("Telecom Act"). AT&T served the petition on Qwest Corporation (Qwest). Qwest filed its Response on September 2, 2003. The Commission conducted a duly noticed arbitration hearing before Administrative Law Judge Dennis J. Moss ("Arbitrator") on October 29, 2003.

2 AT&T and TCG are Competitive Local Exchange Carriers (CLECs) that wish to use local interconnection arrangements with Qwest to provide various services in Washington. Qwest is an incumbent local exchange company (ILEC) as defined in 47 U.S.C. § 251(h) and provides local exchange and other

telecommunications services in various local exchange areas in Washington. The Commission has jurisdiction over the petition and the parties pursuant to 47 U.S.C. §§ 251-252 and RCW 80.36.610. The parties have negotiated and agreed to the majority of terms that would be included in an interconnection agreement between them. Nine issues remain to be resolved via this arbitration.

3 The Commission entered an Order on Arbitration Procedure and appointed an Arbitrator on August 13, 2003. The procedural order is consistent with the Commission's Interpretive and Policy Statement that establishes guidelines for conducting arbitrations under the Act, as codified.[1]

4 Qwest filed its response to AT&T's petition on September 2, 2003. On September 3, 2003, the Arbitrator held a pre-arbitration conference to establish a procedural schedule and to consider other matters that would facilitate an efficient arbitration process. On September 12, 2003, the Arbitrator entered Order No. 2: Pre-Arbitration Conference. Order No. 2 included a schedule agreed to by the parties.

5 AT&T and Qwest filed their respective direct testimonies and exhibits on September 25, 2003, and their respective rebuttal cases on October 10, 2003. The exhibit list attached to this Report as Appendix A reflects the admission of these documents at hearing, and the admission of various exhibits that were introduced on cross-examination during the arbitration hearing.

6 The Commission conducted its arbitration hearing on October 29, 2003, before Administrative Law Judge Dennis J. Moss. The parties filed briefs on November 12, 2003.

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[1] *Interpretive and Policy Statement Regarding Negotiation, Mediation, Arbitration, and Approval of Agreements Under the Telecommunications Act of 1996*, Docket No. UT-960269, In the Matter of Implementation of Certain Provisions of the Telecommunications Act of 1996 (June 28, 1996).

B. Appearances.

7 Letty S. D. Friesen, AT&T Law Department, Denver, Colorado, represented AT&T at the arbitration hearing. Mary Rose Hughes, Perkins Coie LLP, Washington, D.C., represented Qwest at the arbitration hearing.

C. Unresolved Issues

8 Qwest and AT&T have engaged in largely successful negotiations toward an interconnection agreement. Although AT&T's Petition stated 15 potential issues, the number was reduced to 9 by the time the parties filed briefs.[2] The Arbitrator commends the parties for their substantial progress toward achieving a fully negotiated agreement. However, for reasons that will become evident in the discussion below, the Arbitrator also finds it unfortunate that several disputed issues that should be amenable to mutually satisfactory resolution are presented here in a fashion that precludes fully satisfactory results and potentially will lead to further disputes between these parties. The Arbitrator encourages AT&T and Qwest to work cooperatively together to avoid any such future disputes.

9 The remaining disputed issues are:

> ISSUE THREE:[3] What is the appropriate definition of "Tandem Office Switch"?
>
> ISSUE FIVE: What is the appropriate definition of "Exchange Service" or "Extended Area Service (EAS)/Local Traffic"?

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[2] The parties maintained a "placeholder" issue (*i.e.*, Issue No. 36) throughout this proceeding. However, they never identified any specific dispute for resolution under the rubric of Issue No. 36.

[3] The issue numbers correspond to those designated by the parties throughout this arbitration proceeding.

ISSUE SEVENTEEN: Should a relative-use factor apply to interconnection facilities that are used to carry unidirectional, non-local, non-telecommunications traffic bound for the Internet?

ISSUE EIGHTEEN: How should the per minute of use call termination rate for Exchange Service (EAS/Local) traffic be calculated?

ISSUE TWENTY-ONE: Should the limit on calls that lack Calling Party Number (CPN) information be five percent or ten percent? How should this traffic be compensated?

ISSUE THIRTY: Should the party that terminates traffic onto the network of another carrier be held responsible for providing the Carrier Identification Codes (CICs) for long distance traffic or Operating Company Numbers (OCNs) for local traffic?

ISSUE THIRTY-THREE: Should alternatively billed calls (*i.e.*, collect calls and calls billed to third parties) be billed and accounted for pursuant to provisions in the parties' interconnection agreement or through a separate agreement?

ISSUE THIRTY-FOUR: Who should be responsible for billing when a customer selects AT&T as its local exchange carrier, and Qwest as its local Primary Interexchange Carrier (*i.e.*, for intraLATA toll calls)?

ISSUE THIRTY-FIVE: What general principle should govern pricing for services AT&T may provide to Qwest? Should rates that do not require Commission approval and "individual case basis" (ICB) rates be treated as interim rates?

D. Resolution of Disputes and Contract Language Issues

10 This Arbitrator's Report is limited to the disputed issues presented for arbitration.[4] *47 U.S.C. § 252(b)(4*). The parties were required to present proposed contract language on all disputed issues to the extent possible, and the Arbitrator reserves the discretion to either adopt or disregard proposed contract language in making decisions. Each decision by the Arbitrator is qualified by discussion of the issue. Contract language adopted pursuant to arbitration remains subject to Commission approval. *47 U.S.C. § 252(e).*

11 This Report is issued in compliance with the procedural requirements of the Act, and it resolves all issues that the parties submitted to the Commission for arbitration. The parties are directed to resolve all other existing issues consistent with the Arbitrator's decisions. If the parties are unable to submit a complete interconnection agreement due to an unresolved issue they must notify the Commission in writing prior to the time set for filing the Agreement. At the conclusion of this Report, the Arbitrator addresses procedures for review to be followed prior to entry of a Commission order approving an interconnection agreement between the parties.

II. MEMORANDUM

A. The Commission's Duty Under the Telecommunications Act of 1996

12 Two central goals of the Telecommunications Act are the nondiscriminatory treatment of carriers and the promotion of competition. The Act contemplates that competitive entry into local telephone markets will be accomplished through interconnection agreements between ILECs and CLECs, which will set forth the particular terms and conditions necessary for the ILECs to fulfill their duties

under the Act. *47 U.S.C. § 251(c)(1).* Each interconnection agreement must be submitted to the Commission for approval, whether the agreement was negotiated or arbitrated, in whole or in part. *47 U.S.C. § 252(d).*

B. Standards for Arbitration

13 The Telecommunications Act provides that in arbitrating interconnection agreements, the state commission is to: (1) ensure that the resolution and conditions meet the requirements of Section 251, including the regulations prescribed by the FCC under Section 251; (2) establish rates for interconnection services, or network elements according to Section 252(d); and (3) provide a schedule for implementation of the terms and conditions by the parties to the agreement. *47 U.S.C. § 252(c).*

C. Background

14 AT&T is a competitive local exchange carrier ("CLEC") that provides telecommunications services in Washington and other states. Qwest is an incumbent provider of local exchange services in Washington, and in thirteen other states. Qwest is a "telecommunications company" and a "public service company," as those terms are defined in RCW 80.04.010, and an Incumbent Local Exchange Carrier ("ILEC") under 47 U.S.C. § 251(h).

D. Issues, Discussion, And Decisions

1. ISSUE THREE: What is the appropriate definition of "Tandem Office Switch"?

15 Section 4.0 of the parties' draft interconnection agreement is the "Definitions" section. The parties could not agree on the definition of "Tandem Office

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[4] *See, supra,* note 2.

Switches." Qwest argues that the following language should be included as the first sentence in the definition (disputed term underscored):

> CLEC end office Switch(es) shall be considered Tandem Office Switch(es) for the purpose of determining reciprocal compensation rates to the extent such Switch(es) serves a comparable geographic area as Qwest's Tandem Office Switch.

AT&T would strike the word "serves" and insert the phrase "is (are) capable of serving." This was the only language in controversy when this issue was presented to the Commission via AT&T's Petition. Later in the proceeding, AT&T proposed to add a sentence at the end of the definition, as follows:

> For purposes of this Agreement, AT&T's [TCG's] switches in the State are Tandem Office Switches.

Qwest argues that this new sentence AT&T proposes improperly injects an issue into the proceeding that was not queued up via AT&T's Petition. Qwest objects not only on grounds of timeliness, but also to AT&T's suggestion that the Commission should resolve in this arbitration what, by the agreed terms of the provision itself, is "a fact based determination of geography."[5]

16 Qwest argues with respect to the disputed language in the first sentence of the definition that its proposed language tracks "exactly" FCC Rule 51.711(a)(3), which provides:

> Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than

[5] See, *infra*, ¶ 24.

> an incumbent LEC is the incumbent LEC's tandem interconnection rate.[6]

Qwest argues that its definition also reflects the language the Commission considered and ordered in the Washington 271 proceedings.[7] The SGAT definition is:

> "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC Switch(es) shall be considered Tandem Office Switch(es) to the extent such Switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis.[8]

17 Qwest argues that AT&T's proposed definition is "standardless" because, in part, "AT&T's interpretation of its definition contains no requirement that the CLEC provide any level or extent of service." *Qwest Brief at 5.* Qwest proposes through Mr. Freeberg's testimony that AT&T should be required to show that it has its own loop, a third-party loop, or a Qwest UNE-loop, capable of serving 80 percent of the rate centers subtending a given Qwest tandem.[9] Under Mr. Freeberg's proposal, if AT&T certifies that it meets the proposed standard, then Qwest agrees it should pay the tandem rate. Mr. Freeberg acknowledged on examination from the Arbitrator that Qwest's position is not that AT&T must

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[6] 47 C.F.R. § 51.711(a)(3).

[7] 25th Supplemental Order; Order Granting in Part and Denying in Part Petitions for Reconsideration of Workshop One Final Order, *Investigation Into U S WEST Communications, Inc.'s Compliance With Section 271 of the Telecommunications Act of 1996; U S WEST Communications, Inc.'s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996*, Dkt. Nos. UT-003022, UT-003040 (Feb. 8, 2002) ("*25th Supplemental Order*").

[8] Qwest's Washington SGAT Eighth Revision June 25, 2002.

[9] Exhibit No. 68 at 9:16-10:2 (Freeberg Direct); Exhibit No. 69; Exhibit No. 73 at 3:1-4:4 (Freeberg Rebuttal); TR. 118:13-17.

make a showing that it actually serves even a single customer, but only that it certify it is capable of serving 80 percent of the rate centers subtending a Qwest tandem.[10]

18 Qwest does not advocate on brief that the Commission should adopt Mr. Freeberg's "test." Qwest takes the position that the Commission's only task in this arbitration is to determine which of the two proposed definitions for Tandem Office Switch should be included in the parties' interconnection agreement. Qwest would leave for another day the determination of any dispute that may arise under one definition or the other concerning whether AT&T's switches actually meet the terms of whatever definition is adopted. *Qwest Brief at 6-8.* Qwest argues: "The Commission should reject AT&T's premature attempts to have its switches 'declared' tandems in the definitional language."

19 AT&T's argument on this issue is grounded in its understanding that Qwest "claims that AT&T must first prove that its switch is *actually serving customers.*" *AT&T Brief at 1; 4-5.* This reflects a misunderstanding of Qwest's position, as discussed above. Indeed, Qwest does not dispute that the Commission expressly required Qwest to delete the adverb "actually" that modified "serve" in Qwest's SGAT definition of Tandem Office Switch.[11] To reiterate, Qwest's argument is that there should be some objective criterion against which to measure whether the geographic area served by AT&T's switches is "comparable" to the geographic area served by Qwest's switches, without regard to whether AT&T is actually providing service to customers. Qwest proposes to measure infrastructure that is capable of serving customers (owned or contracted for by AT&T), not whether AT&T is actually serving customers.

20 The parties agree that geographic comparability is the only real question when determining whether the tandem rate should be paid. The parties agree that a

[10] TR. 118:13-17; 119:14-120:5.
[11] TR. 149:6-17.

CLEC need not prove that it is actually serving customers. What the parties disagree about is whether geographic comparability should be determined on the basis of some objective measurement yet to be made, as suggested by Qwest, or by some other evidence, as suggested by AT&T.

21 AT&T presented evidence on the basis of which its witness argues the Commission could determine that AT&T's [TCG's] switches in the State are Tandem Office Switches under AT&T's proposed "capable of serving" language. AT&T's evidence consists of Mr. Talbott's testimony concerning a series of maps, Exhibit Nos. 32-35.[12] In addition, Mr. Talbott asserts that the AT&T switches "serve a comparable or greater number of rate centers as the Qwest tandem switches.[13] Mr. Talbott presented additional testimony and exhibits on rebuttal to provide information concerning numbers of rate centers and illustrating the companies' respective network architectures.[14] AT&T does not advocate on brief that the Commission should rely on this evidence to determine either the questions of what language should be included in the first sentence of the definition or whether the additional sentence AT&T proposed later in the proceeding should be included in the definition in the context of this arbitration.

22 As to the first sentence of the definition, it appears that there would be little practical consequence to adopting one form or the other. It is firmly established that geographic comparability is the only question when determining whether the tandem rate should be paid. A CLEC need not prove that it is actually serving customers. These points are expressly addressed in the Commission's 25th Supplemental Order in the SGAT proceeding, which required in relevant part that Qwest remove the word "actually" from its SGAT definition of Tandem Office Switch.[15] Qwest's proposal in this case tracks the SGAT language.

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[12] Mr. John D. Schell adopted Mr. Talbott's testimony and exhibits and was cross-examined at hearing.
[13] Exhibit No. 31 at 12:15-16 (Talbott direct).
[14] Exhibit No. 36 at 12:6 – 13:19 (Talbott rebuttal); Exhibit Nos. 38-40.
[15] *See, supra*, fn. 7.

AT&T's proposal to add the phrase "is capable of" neither adds to nor detracts from the definition, understood as discussed here. In that sense, it is surplusage and there is no reason to adopt it. On balance, the better decision is to use the familiar form of the definition for Tandem Office Switch, which does not modify the verb "serves."

23 AT&T's proposal to add a new final sentence to the definition that would declare AT&T's switches in Washington to be Tandem Office Switches for purposes of the parties' interconnection agreement is rejected. The issue was not properly queued up for decision by AT&T's Petition.[16] Moreover, the agreed language of the definition includes the following sentence:

> If the Parties have not already agreed that CLEC's switches meet the definition of Tandem Office Switches, a fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis.

Adding the sentence AT&T proposed sometime after it filed its Petition would effectively override the agreed-upon language presented under the Petition. According to that language, if the parties cannot mutually agree to a measure or a test for geographic comparability after their interconnection agreement is in place, they will have to return to the Commission to have the question resolved for prospective application.

24 This issue is resolved in favor of Qwest's proposed definition. The parties must adopt that definition in their interconnection agreement. Nothing in this resolution implies an endorsement of Qwest's proposed test of geographic comparability, or suggests that AT&T's evidence would not be relevant to making that determination in some future proceeding, if the parties cannot agree

that one or more of AT&T's switches meets the definition of Tandem Office Switches. At this juncture, it appears the parties do not agree that all, if any, of AT&T's switches meet the definition of Tandem Office Switches. As their agreed language for this definition provides, in relevant part, that is "a fact based consideration of geography" which should be determined on a prospective basis either by agreement or, if necessary, by the Commission.

2. ISSUE FIVE: What is the appropriate definition of "Exchange Service" or "Extended Area Service (EAS)/Local Traffic"?

25 According to AT&T, this issue requires the Commission to answer two questions:

> (1) Should the parties determine the jurisdiction and compensation of a call based upon the NPA-NXX codes of the originating and terminating numbers or the physical location of the end users? (*I.e.*, which definition of "exchange service" should the parties adopt?), and (2) Should Qwest be allowed to preclude competing foreign exchange ("FX") services through its desire to apply access charges to AT&T's virtual NXX ("VNXX") service and no access charges to its [*i.e.*, Qwest's] competing retail FX service?

AT&T Brief at 6. Qwest contends that only the first issue is properly before the Commission in this arbitration.

26 AT&T's Petition raises both aspects of this issue, as identified by AT&T on brief. It is appropriate to address both issues here.

27 The parties' proposed definitions are as follows:

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[16] *See, supra*, ¶¶ 10-11.

Qwest	AT&T
"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same local calling area as determined for Qwest by the Commission.	"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same local calling area as determined by the calling and called NPA/NXXs.

Thus, Qwest advocates that the physical location of the originating and terminating callers must be in the same local calling area, as determined by the Commission, for the call to be Exchange Service or EAS/Local Traffic. AT&T, by contrast would expand the definition to include any call in which the originating and terminating callers have the same NPA/NXX, regardless of their respective physical locations and regardless of the nature of the service offered. AT&T's advocacy, however, is grounded in its desire to offer services that compete with Qwest's foreign exchange (FX) service and Qwest's local-number-presence service for Internet-bound calls.

28 AT&T argues correctly "although the two Issues are related, they are not necessarily dependent upon one another." *AT&T Brief at 6.* Unfortunately, as presented in this arbitration, it is not possible to arrive at a fully satisfactory result by simply choosing one definition or the other. As in the case of Issue 3, the Arbitrator's decision here will leave room for future disputes between the parties if they cannot agree to do business on terms that are consistent with the underlying principles discussed below.

29 Qwest argues that its proposed definition "is reflected in Qwest's tariffs, virtually all interconnection agreements, all 14 in-region SGATs, and is adopted by AT&T itself in AT&T's own Washington tariffs." *Qwest Brief at 8 (footnotes omitted).* Qwest also states that its definition "is the industry standard by which all carriers, including AT&T, route and rate calls today." *Id.*

30 AT&T does not dispute that Qwest's definition is in widespread use, and even used by AT&T itself, but does dispute Qwest's second argument. AT&T argues that "the long-standing industry practice is to determine the nature and compensation of a call based upon the NPA-NXX of the originating and terminating telephone numbers, not the physical location of the customers." *AT&T Brief at 7.*

31 Both Qwest and AT&T are partly right. The parties' respective arguments can be reconciled by understanding the reason carriers have historically relied, and continue to rely, on NPA-NXX codes. The reason is, as Qwest argues, "under the Central Office Code Assignment Guidelines, NPA-NXXs have been assigned to customers based upon their physical location." *Qwest Brief at 14.* That is, the NPA-NXX of the originating and terminating telephone numbers is indicative, in most cases, of physical location.

32 There are, however, exceptions to the rule. One longstanding exception is FX service, which allows a customer in one local calling area to have a local number presence in another local calling area. Traditional FX service typically involves a relatively high volume of incoming calls to the FX subscriber with few, or no calls originating with the FX subscriber. Airlines, for example, "use a lot of foreign exchange service."[17] A more recent exception is local connectivity service for Internet Service Providers (ISPs). Qwest offers ISPs the ability to have a local number presence in a given local calling area that connects to the ISP's modem bank in another local calling area. Thus, while NPA-NXX codes typically signify the physical presence of the end-user in a particular local calling area, this is not universally the case. An airline-ticketing counter at SeaTac airport (NPA code 206), for example, may have a local number presence in Olympia (NPA code 360). An ISP such as America Online (AOL) may have several local numbers

[17] Exhibit No. 11 (Hyatt Direct) at 19:11-20 (quoting Newton's Telecom Dictionary, 17th edition, definition of "FX.")

available to AOL subscribers in Forks (NPA code 360) that connect to a modem bank in Seattle (NPA code 206).[18]

33 The real problem here is not so much the language that is selected for the definition of Exchange Service or EAS/Local Traffic, but rather the manner in which the respective parties intend to implement it. It appears from Qwest's advocacy that if its proposed language is adopted, the company will apply it in a restrictive fashion, effectively eliminating for AT&T (given AT&T's network architecture), the very exceptions to the definition that Qwest allows itself when offering certain services to customers (*e.g.*, FX service and provisioning of local numbers for ISPs). Qwest also contends that the FX and local provisioning for ISP services that AT&T proposes to offer would constitute interexchange toll traffic, subject to access charges. Qwest does not treat its functionally comparable services as interexchange toll traffic.[19] Qwest's proposed implementation of its definition in this fashion is anticompetitive and should not be allowed.

34 AT&T, on the other hand, advocates the adoption of its proposed definition for Exchange Service or EAS/Local Traffic without giving due regard to its breadth. Simply redefining Exchange Service or EAS/Local Traffic as AT&T advocates raises too many imponderables not fully developed on the record in this arbitration. Such a definition implicates not only the specific services about which AT&T professes to be concerned, it also implicates other potential services that it would be better to consider on a case-by-case basis as one carrier or another seeks to implement new services.

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[18] *See, generally*, In the Matter of the Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC, and CenturyTel Of Washington, Inc., Seventh Supplemental Order, Docket No. UT-023043 (February 28, 2003).

[19] Qwest argues that it imposes on FX customers the costs of a dedicated transport facility in lieu of access charges. That may be so, but is simply a result that flows from the network architecture that Qwest uses to furnish FX service. AT&T's network architecture is different, and does not require the use of a dedicated transport facility to provide functionally identical service to Qwest's FX service.

35 AT&T argues that under its proposed definition Qwest must pay reciprocal compensation for voice calls that terminate to AT&T customers physically located outside the local calling area in which they originate. While AT&T, in the interest of promoting competition, must be allowed to offer services that are functionally equivalent to existing services offered by Qwest, such as FX and ISP local number presence, insistence that Qwest pay reciprocal compensation for such services is inappropriate. The FCC's *ISP Remand Order* does not preempt state jurisdiction to determine the appropriate intercarrier compensation scheme for FX functionality provided via virtual NXX, but it is strongly suggestive of what is appropriate given that FX service and ISP local number provisioning both result in a hybrid form of traffic; traffic that is neither clearly local, nor clearly interexchange, and that is largely one-way traffic. Such traffic should be compensated on a bill-and-keep basis.

36 On the present record, the Arbitrator concludes that AT&T should be entitled to take advantage of the same exceptions to the typical relationship between NPA-NXX and a single local calling area as Qwest takes advantage of in offering FX and Internet access numbers.[20] This cannot be accomplished, however, by simply adopting AT&T's proposed definition for Exchange Service or EAS/Local Traffic, because that definition is too sweeping in its potential effect and has potentially unacceptable consequences in terms of intercarrier compensation. With appropriate limitations, however, AT&T's use of virtual NXX could be limited to services that are functionally identical to services Qwest now offers to foreign exchange customers and for Internet access. One possible limitation, for example, would be to allow AT&T to offer virtual NXX to subscribers who desire

[20] Qwest's argument (*Qwest Brief at 17-20*) that AT&T's VNXX provisioning option is "nothing like Qwest's foreign exchange service" is unavailing. AT&T's VNXX voice service would be functionally identical to Qwest's FX service from a customer perspective. The differences on which Qwest dwells are related to the different network architectures employed by the two companies. Encouraging technical innovation and the provisioning of functionally competitive services at lower cost to consumers is central to the goals of the Telecommunications Act of 1996.

FX functionality for inbound calls only. Adoption of a bill-and-keep intercarrier compensation requirement for such service would alleviate Qwest's objection to having to pay reciprocal compensation.[21] The parties might fashion other, mutually acceptable limitations.

37 The record in this proceeding is inadequate to determine exactly what limitations should be imposed. AT&T and Qwest may yet negotiate and agree to language that will achieve satisfactory results consistent with the principles discussed in this Report, but the Arbitrator finds no basis in the present record upon which to fashion a fully workable solution. It may be necessary for the Commission to resolve the matter in another proceeding that may come forward on a complaint depending on how the parties conduct themselves prospectively. *See Qwest Brief at 16.*

38 Albeit with considerable reluctance, this issue is resolved for purposes of this arbitration in favor of Qwest's proposed definition. AT&T's alternative simply goes too far—is too sweeping in its implications—to be adopted on the record in this proceeding. The parties are encouraged to offer for Commission approval alternative, agreed language for this definition, or to include additional language in their interconnection agreement that is consistent with the discussion here. If the parties cannot agree to such language, they must adopt Qwest's definition in their interconnection agreement. If Qwest implements this definition in a way that discriminates in favor of services Qwest offers that are functionally identical to services AT&T wishes to offer, AT&T may bring the matter to the Commission for resolution.

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[21] The FCC, by its *ISP Order on Remand*, has preempted the states from deciding intercarrier compensation issues for ISP-bound calls and has mandated a bill-and-keep compensation scheme, for the time being, at least.

3. ISSUE SEVENTEEN: Should a relative-use factor apply to interconnection facilities that are used to carry traffic bound for the Internet?

39 AT&T argues that the relative use factor should include traffic bound for the Internet. Qwest argues such traffic should be excluded from relative use factor calculations.

40 According to AT&T, "the facility that is under consideration here is the two-way interconnection trunk group that connects AT&T's network to Qwest's network. AT&T relies on the FCC's rules to support its position on this issue. Specifically, AT&T states that 47 C.F.R. §51.709(b) provides in relevant part: "traffic between two carriers' networks shall recover only the costs of the proportion of that trunk capacity used by an interconnecting carrier." AT&T argues that there is no exception for Internet traffic and that it should be included as the Commission recently required in the Level 3/Qwest arbitration. [22]

41 Qwest acknowledges that the Commission recently required in Qwest's arbitration with Level 3 that Internet-bound traffic be included in the relative use factor calculation. Qwest, however, "continues to oppose this requirement as inconsistent with governing law and sound public policy." *Qwest brief at 26.* Although the results in prior arbitration proceedings are not binding precedent, they do provide guidance to the Arbitrator with respect to questions of what is lawful, and what is "sound public policy" in the Commission's view. To the extent Qwest's arguments here essentially restate the arguments the Commission rejected in the Level 3 arbitration, they also should be, and are, rejected here.

42 Qwest also argues that AT&T's proposal in this proceeding raises issues different from those present in the prior arbitration; differences that support a different

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[22] In the Matter of the Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC, and Qwest Corporation, Fourth Supplemental Order, Docket No. UT-023042 (February 5, 2003).

outcome here. With respect to the broader issue, the Arbitrator does not find this argument persuasive. In general, ISP-bound traffic should be included in relative use calculations. However, with respect to certain details of the language AT&T proposes in connection with this issue, the Arbitrator finds Qwest's arguments well taken.

43 In addition to direct trunk transport and entrance facilities, AT&T seeks to apply relative use factors to "other comparable facilit[ies] providing equivalent functionality." Mr. Talbott testified that "other comparable facilities" include private line transport services (PLTS) that interexchange carriers purchase out of Qwest's tariffs.[23] Qwest argues that AT&T's use of spare capacity on PLTS is an option Qwest makes available to AT&T at no additional charge; "AT&T's PLTS payment is the same with or without the local trunk group on the otherwise idle channels." *Qwest Brief at 31.* Thus, if AT&T elects to put the traffic it delivers to Qwest on spare PLTS capacity, AT&T avoids additional costs and there are no costs to be shared (*i.e.*, apportioned on the basis of relative use). *Id.* Qwest argues that although the Commission in the 271 proceedings held that Qwest must adjust intrastate PLTS circuits to TELRIC rates to the extent those spare circuits are used to carry interconnection traffic, the FCC's recent *Tiennial Review Order* provides that CLECs are not entitled to adjustment of the rates for special access circuits to account for local usage.[24] In addition, Qwest argues that to the extent PLTS is purchased out of a federal tariff, the Commission lacks jurisdiction to order proportional pricing to those facilities because this would effectively alter FCC-tariffed rates, terms, and conditions.

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[23] Exhibit No. 31 (Talbott Direct) at 13:10-22.

[24] Qwest Brief at 31-32 (*citing* Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Dkt. Nos. 01-338, 96-98, 98-147, FCC 03-36 (rel. Aug. 21, 2003) ("*Triennial Review Order*").

44 It appears that AT&T's proposed language that would apply relative use factors to "other comparable facilit[ies] providing equivalent functionality" potentially results in a sort of "blended rate" for PLTS circuits rejected by the FCC in its *Triennial Review Order*.[25] In addition, AT&T's proposed language would encompass facilities-access purchased out of federal tariffs over which the Commission lacks jurisdiction.[26] Accordingly, AT&T's proposed language "other comparable facilit[ies] providing equivalent functionality" that would apply relative use factors to PLTS circuits is rejected.

45 Qwest also argues that the Commission should accept its proposed "true-up" language. Qwest's proposed language would allow either party to demonstrate "with non-ISP-bound data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges." AT&T's proposed language would eliminate the phrase "non-ISP-bound" and would apply the true up to all quarters governed by the parties' agreed, initial fifty percent relative use factor, which is the assumed factor for "a minimum of one quarter." Qwest argues that limiting the true up to a single quarter will encourage the parties to promptly address any adjustment to the relative use factor. AT&T argues its approach is more equitable because "the parties may actually use the initial relative use factor for more than one quarter for any number of reasons."[27]

46 The parties agree to language that would apply an assumed fifty percent relative use factor "for a minimum of one quarter," and that either party can demonstrate by data that a different factor may apply. Thus, to the extent Qwest believes it is

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[25] Id. at ¶¶ 579-584.

[26] *See* 34th Supplemental Order; Order Regarding Qwest's Demonstration of Compliance with Commission Orders, *Investigation Into U S WEST Communications, Inc.'s Compliance With Section 271 of the Telecommunications Act of 1996; U S WEST Communications, Inc.'s Statement of Generally Available Terms Pursuant to Section 252(f) of the Telecommunications Act of 1996*, Dkt. Nos. UT-003022, UT-003040, ¶ 22 (May 2002)

[27] Exhibit No. 31(Talbott Direct) at 21:17-18.

important to expedite use of a measured factor in place of the assumed factor, it can do so. However, the one-quarter-minimum language suggests that both parties want the flexibility to defer any actual use determination. The more equitable result, then, is to allow a flexible true up, as proposed by AT&T.

47 This issue is resolved partially in favor of AT&T, and partially in favor of Qwest. As to the disputed provisions, the language the parties are required to adopt in their interconnection agreement is as follows:

> 7.3.1.1.3.1 The provider of the two-way Interconnection Entrance Facility (EF) will initially share the cost of the two-way EF by assuming a relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data to substantiate a change in that factor. If either Party demonstrates with traffic data that actual minutes of use during the quarters governed by the initial relative use factor justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the quarterly charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter.
>
> 7.3.2.2.1 The provider of the two-way Direct Trunked Transport Facility (DTT facility) will initially share the cost of the two-way DTT facility by assuming a relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in

> Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data to substantiate a change in that factor. If either Party demonstrates with traffic data that actual minutes of use during the quarters governed by the initial relative use factor justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the quarterly charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter.

4. ISSUE EIGHTEEN: How should the per minute of use call termination rate for Exchange Service (EAS/Local) traffic be calculated?

48 The dispute here concerns AT&T's proposal to include, in Section 7.3.4.1.2 of the parties' interconnection agreement, the following rate element: "the Tandem Transmission rate for nine (9) miles of common transport." AT&T argues that because 47 C.F.R. § 51.711 requires symmetrical reciprocal compensation rates, and because Qwest's rate includes a mileage-based component, AT&T's rate must also include a mileage-based component. AT&T proposes to use nine miles as a "tandem transmission proxy" based on the fact that this is the average mileage between Qwest's tandem switches and end offices. AT&T's network architecture does not include separate tandem switches and end office facilities.

49 Qwest does not dispute that 47 C.F.R. § 51.711 requires symmetrical reciprocal compensation rates, and does not dispute that the rates in Exhibit A to Qwest's Washington SGAT would apply, if AT&T provided tandem transmission. AT&T, however, does not provide tandem transmission. Functionally, AT&T's network architecture is analogous to that part of Qwest's network where tandem

and end office switches are in the same building. In that circumstance, Qwest rates tandem transmission at zero miles.

50 AT&T should not be permitted to impute charges for nine miles of transport in circumstances that are analogous to those in which Qwest assigns zero miles and, hence, charges nothing for this rate component. Symmetry in the parties' rates requires that AT&T impute zero miles for this rate component, just as Qwest does under functionally identical circumstances. This issue is resolved in favor of Qwest's position.

5. ISSUE TWENTY-ONE: Should the limit on calls that lack Calling Party Number (CPN) information be five percent or ten percent? How should this traffic be compensated?

51 Section 7.3.8 of the parties' draft interconnection agreement includes disputed language concerning what level of calls lacking Calling Party Number (CPN) information, which provides the identity of the originating caller, should be tolerated, and how the parties should rate and bill such calls.

52 Both parties recognize that no-CPN traffic is problematic on an industry-wide basis, but also recognize some level of such traffic is virtually inevitable and must be tolerated. Qwest proposes that the ceiling for such traffic should be 5 percent, based on empirical evidence that Qwest and Washington CLECs currently operate in the range of 1 to 2 percent for no-CPN calls.[28] AT&T argues that the ceiling should be 10 percent, based on the fact that this is the level established in AT&T's interconnection agreements with other ILECs.[29] AT&T is concerned that because it has a disproportionate number of business customers, "it has a greater risk of more volatility in the level of no-CPN traffic."[30]

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[28] Exhibit No. 68 (Freeberg Direct) at 45:20-21; Exhibit No. 73 (Freeberg Rebuttal) at 44:9-16.
[29] Exhibit No. 31 (Talbott Direct) at 29:11-15.
[30] Exhibit No. 36 (Talbott Rebuttal) at 35:18 – 36:2.

53 Although the nature of AT&T's customer base may increase the amount of no-CPN traffic that originates on its system, its concern in this regard is speculative. AT&T presents no substantial evidence that is customers, in fact, systematically originate higher levels of no-CPN calls than is typical in the industry in Washington. Qwest's evidence shows that 1 to 2 percent no-CPN calls are typical in Washington. Moreover, LECs must, to some degree, assume responsibility for the level of no-CPN calls originating on their networks.[31] It is on this point of principle that the whole concept of a tolerance ceiling for no-CPN calls is based. If AT&T's customers initiate a disproportionate number of no-CPN calls relative to what is typical, a lower ceiling of tolerance for such calls is appropriate to encourage AT&T to meet its responsibility. This would be equally true for any other CLEC, and for Qwest. This aspect of Issue 21 is resolved in Qwest's favor. The parties' interconnection agreement must include a 5 percent tolerance for no-CPN calls.

54 Turning to the question of compensation, AT&T proposes to use a no-CPN factor based on each carrier's relative percentage of local traffic that includes CPN. Thus, "if 80% of the traffic with CPN is local and 20% of the traffic is toll, then 80% of the traffic missing CPN should, likewise, be billed as local subject to reciprocal compensation and 20% should be billed as toll subject to switched access." *AT&T Brief at 14.* The sources of no-CPN traffic include, for example, businesses with older multi-line customer premise equipment, and payphones. As Mr. Talbott testified, there is no reason to believe that such traffic is "necessarily or even primarily toll."[32]

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[31] AT&T's own recommended language for the subject provision in the interconnection agreement provides that if the tolerance ceiling is exceeded, "the Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist in its correction." Exhibit No. 31 (Talbott Direct) at 26: 10-30.

[32] Exhibit No. 31 (Talbott Direct) at 28:1.

55 Qwest argues that the parties should "pay the switched access rate for no-CPN traffic exchanged between them." *Qwest Brief at 41.* This would mean higher charges between the parties, assuming that they exchange a mix of local and toll traffic. Qwest argues that rating all no-CPN calls at the higher toll rates provides an incentive that will motivate the parties to provide accurate call identification. Given the undisputed evidence that a certain level of no-CPN traffic is inevitable and beyond the LEC's ability to completely control, and the decision to require the low tolerance threshold advocated by Qwest, further incentive in the form of extracting toll payment for all no-CPN calls, at least some of which (perhaps most of which) are local does not appear to be necessary.

56 Qwest also argues that AT&T's proposal to apply a percent of local use factor is "overly complex." *Id.* Qwest, however, offers in support of this argument only Mr. Freeberg's assertion that "the carriers would be required to employ systems and resources to dissect what is already a very small fraction of all traffic exchanged."[33] Mr. Freeberg offers no explanation of what "systems and resources" would be required, and no evidence that this would be in the least complicated or expensive. Indeed, under AT&T's proposal, the percentage of use factor would be determined in what seems to be a fairly straightforward manner under Section 7.3.9 of the draft interconnection agreement, which does not appear to be in dispute.

57 It is far more reasonable to infer that the mix of no-CPN traffic, approximately 1 to 2 percent of the total traffic exchanged, is similar to the mix of the 98 to 99 percent of traffic that bears CPN, than to assume that 100 percent of the no-CPN traffic is toll. The value of more accurate rating and billing of no-CPN traffic outweighs the administrative convenience that might be gained by simply treating it all as toll. This sub-issue is resolved in favor of AT&T. The parties' interconnection agreement is required to include the following language:

> All EAS/Local and IntaLATA Toll calls exchanged without CPN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.3.9 of this Agreement.

Exhibit No. 31 (Talbott Direct) at 26:5-10.

58 Another aspect of this issue is AT&T's proposal that the parties, when transiting no-CPN traffic originated on another carriers network, should be financially responsible to each other if they do not undertake to identify for each other the originating carrier. AT&T argues that this is equitable because the transiting carrier "generally knows who the originating carriers are and bills them for carrying transit traffic."[34] However, this is not exactly what Mr. Freeberg testified at hearing. At the point in Mr. Freeberg's cross-examination cited by AT&T for this argument, Mr. Freeberg states that no-CPN traffic it transits for other LECs is billed, or not, in accordance with Qwest's interconnection agreements with those LECs and that Qwest is "not necessarily" compensated for such no-CPN traffic. Mr. Freeberg also testified that Qwest does not necessarily know the identity of the originating LEC because a given call may transit another network between the originating LEC and Qwest.[35] There is no evidence concerning the precise level of this type of traffic within the universe of all no-CPN traffic, but Mr. Freeberg testified that the total dollar amount associated with all no-CPN traffic involves "fairly small numbers" while the cost of developing systems to track and provide information about upstream originating or transit networks "could be considerable."[36] Whatever the cost to

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[33] Exhibit No. 68 (Freeberg Direct) at 46:7-8.
[34] AT&T Brief at 17 (citing TR. 156:6:13).
[35] TR. 168:9-24.
[36] TR. 170: 13-24; TR. 169:16-170:6.

implement such systems, Mr. Freeberg testified that, to his knowledge, AT&T has not agreed to pay Qwest to develop and implement the systems necessary to permit Qwest to reliably identify originating carriers of no-CPN traffic on a call record.[37]

59 Qwest argues that it has no obligation under the Telecommunications Act of 1996 to pay for traffic that it neither originates nor terminates. Qwest states "there is no basis in the law or the evidence for requiring Qwest to incur the cost of identifying or paying for traffic when the originating carrier *(not Qwest)* fails to send the appropriate call identification information to AT&T." *Qwest Brief at 37.* Qwest also argues that it would be inequitable to hold it financially responsible for no-CPN traffic that originates on another LEC given that Qwest "follows industry guidelines and standards and passes on to the next carrier whatever information Qwest receives in the signaling stream." *Id.* Qwest states that it "does not 'refuse' to provide this information to AT&T," as AT&T asserts, but rather that Qwest should not have to incur the costs of obtaining information that is not in the signaling stream, or potentially become involved in disputes with upstream LECs when the identity of the originating LEC is unclear. *Id. at 37-38.*

60 Qwest and AT&T bear responsibility for no-CPN traffic that originates on their respective networks above the 5 percent threshold discussed above. Neither party should be held financially, or otherwise, responsible to the other when third-party carriers originate no-CPN traffic that transits Qwest or AT&T. This sub-issue is resolved in Qwest's favor. The language AT&T proposes as Section 7.3.8.3 of the parties' interconnection agreement is rejected.

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[37] TR. 171:11-172:2.

6. ISSUE THIRTY: Should the party that terminates traffic onto the network of another carrier be held responsible for providing the Carrier Identification Codes (CICs) for long distance traffic or Operating Company Numbers (OCNs) for local traffic?

61 The parties dispute here is essentially the same as discussed above under Issue 21. AT&T proposes that the parties be financially responsible to each other for calls that lack information required for billing by the terminating carrier if the upstream carrier fails to "assist . . . in obtaining the appropriate identifier (*i.e.*, CIC and/or OCN) expeditiously."[38] Qwest's arguments are the same as its arguments with respect to no-CPN calls. AT&T essentially seeks to make the parties billing agents for each other without compensation.

62 Consistent with the resolution of Issue 21, this issue is resolved in Qwest's favor. The language AT&T proposes as Sections 21.1.2.3.1 and 21.1.2.3.2 of the parties' interconnection agreement is rejected.

7. ISSUE THIRTY-THREE: Should alternatively billed calls (*i.e.*, collect calls and calls billed to third parties) be billed and accounted for pursuant to provisions in the parties' interconnection agreement or through a separate agreement?

63 Qwest proposes language that provides for the parties to negotiate a separate agreement concerning the processing, billing, and collection of alternatively billed calls except for calls involving UNE and resale lines that AT&T obtains from Qwest. Qwest argues that various provisions scattered throughout the draft interconnection agreement adequately address this subject for UNE and resale lines, and maintain the status quo on this issue. Qwest argues the status quo should continue absent a "workable alternative" offered by AT&T.

64 AT&T also proposes that a separate agreement be negotiated, but argues that it should include all alternatively billed calls. AT&T argues that "negotiations regarding various third party billing scenarios," which AT&T submits requires resolution of "a plethora of issues," should be conducted outside of the interconnection agreement negotiation and arbitration context. *AT&T Brief at 21.* Thus, AT&T wishes to develop and offer a workable alternative through the process it proposes, an opportunity that would be foreclosed were arbitration of this issue to be decided in Qwest's favor.

65 Substantive discussion and evidence that would adequately inform a decision concerning what processing, billing, and collection arrangements should apply to alternatively billed calls involving UNE and resale, or other alternatively billed calls, is lacking in the present record. It is not unreasonable to both allow the status quo to be maintained for the present while also affording the parties an opportunity to negotiate the processing, billing, and collection arrangements for all types of alternatively billed calls outside the context of interconnection agreement negotiation and arbitration.

66 In this connection, as a practical matter, this dispute has been overtaken by events. Both in Minnesota and in Colorado, where this same issue was subject to arbitration, the decisions require the parties to negotiate a separate agreement that covers all types of alternatively billed calls. This issue does not have significant, if any, legal or policy implications that militate in favor of a different result in Washington. Whatever agreement the parties negotiate, as they already are required to do, can simply include operations in Washington.

67 This issue is resolved partly in favor of AT&T and partly in favor of Qwest. The parties' interconnection agreement is required to include the following language in Section 21.2.4, which effectively blends the parties' respective proposals:

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[38] AT&T proposed Section 21.1.2.3.1 and 21.1.2.3.2.

> For alternatively billed calls, the parties agree to negotiate and enter into a separate agreement concerning the processing, Billing and collection of these calls through CMDS, the intra-region intraLATA equivalent, or some other arrangement, including compensation arrangements. Pending the execution of a separate agreement, calls Billing to UNE and Resale lines are billed directly to CLEC and employ the Daily Usage File rather than CMDS or its intra-region intraLATA equivalent. For alternatively-billed calls billing to UNE and resale lines, where Qwest's intrastate Tariff applies, Qwest will bill the call at the retail rate less the wholesale discount. For alternatively-billed calls billing to UNE and resale lines, where Qwest's intrastate Tariff does not apply, Qwest will bill the call at the retail rate and compensate CLEC three cents ($.03) per call.

8. ISSUE THIRTY-FOUR: Who should be responsible for billing when a customer selects AT&T as its local exchange carrier, and Qwest as its local Primary Interexchange Carrier (*i.e.*, for intraLATA toll calls)?

68 Qwest argues, "it has no means of billing the end user for intraLATA toll service only." *Qwest Brief at 47.* Qwest also argues that it "is not required to provide AT&T's end user customers' intraLATA toll service in Washington." *Id.* Qwest's proposed solution is to include the following language in the parties' interconnection agreement:

> 21.8 Qwest does not authorize CLEC to offer Qwest the ILEC as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers. Where CLEC assigns Qwest as LPIC 5123 to CLEC's existing or new End User Customers, Qwest will bill CLEC at the IntraLATA toll retail rate with the applicable wholesale discount.

69 AT&T argues that Qwest proposes language for Section 21.8 t that will "force AT&T to be Qwest's billing and collection agent if an AT&T customer selects Qwest as its Local Primary Interexchange Carrier" (i.e., intraLATA toll service provider). *AT&T Brief at 23.* AT&T says it is willing to negotiate a separate billing and collection agreement, but should not be "coerced" into accepting the arrangement Qwest proposes to include in the parties' interconnection agreement. *Id.*

70 There is merit in both parties' arguments. Accepting that Qwest is not required to accept the role of LPIC when a customer selects AT&T or another CLEC as its local exchange carrier, Qwest's language makes clear that AT&T is not authorized to offer Qwest as LPIC. Under this circumstance, if AT&T nevertheless offers Qwest as an option for an AT&T customer's LPIC choice, Qwest's proposed compensation arrangement is not unreasonable. On the other hand, if Qwest elects to offer toll service to AT&T's customers, it is reasonable to expect the parties to negotiate a billing and collection agreement.

71 This issue is resolved in favor of adopting both the language Qwest proposes, quoted above, and the language AT&T proposes, as follows:

> If, during the term of this Agreement, Qwest offers toll service to CLEC's End User Customers, Qwest must establish its own billing relationship with such End User Customers. Qwest may not bill CLEC, and CLEC shall have no obligation to pay Qwest for toll service Qwest provides to CLEC's local End User Customers. In addition, CLEC shall have no obligation to bill CLEC local service End User Customers for toll service provided by Qwest.

This provision covers only the scenario in which Qwest elects to provide service it asserts it is not obligated to offer, and does not wish to offer. If, at some future

point in time, Qwest is obligated to provide stand-alone LPIC, or elects to do so, the addition of this language to Section 21.8 of the parties' interconnection agreement will encourage a negotiation to arrive at a mutually satisfactory billing and collection agreement.

9. ISSUE THIRTY-FIVE: What general principle should govern pricing for services AT&T may provide to Qwest? Should rates that do not require Commission approval and "individual case basis" (ICB) rates be treated as interim rates?

72 Three issues concerning pricing remain in dispute. The disputes concern Section 22.1 (General Principle), Section 22.4 (Interim Rates), and Section 22.5 (ICB Pricing).

73 **Section 22.1:** The alternative language proposed for this section of the parties' interconnection agreement is as follows:

QWEST	AT&T
The rates in Exhibit A apply to the services provided by Qwest to the CLEC pursuant to this Agreement. To the extent applicable, the rates in Exhibit A also apply to the services provided by CLEC to Qwest pursuant to this Agreement.	In the event that one Party charges the other for a service provided under this Agreement, the other Party may also charge for that service or functionality. The rates CLEC charges for Interconnection services will be equivalent to Qwest's rates for comparable Interconnection services when CLEC reciprocally provides such a service or functionality, unless higher rates are justified by CLEC's higher cost of providing the service. In order for an amount charged by

	the other Party to be "equivalent to" an amount charged by the other Party, it shall not be necessary that the pricing structures be identical. Rates, terms and conditions for all other services provide [sic] by CLEC are set forth in the applicable CLEC tariff, as it may be modified from time to time.

74 AT&T argues that "Qwest is attempting to impose upon AT&T the same obligations that Qwest has under the Act," yet AT&T, a CLEC, does not have the same obligations as an ILEC. *AT&T Brief at 24.* AT&T argues that it should be able to bill Qwest for services provided by AT&T as provided in AT&T's tariffs, not Qwest's SGAT or Exhibit A. *Id.*

75 Qwest argues that AT&T's proposed language lacks "the specificity that is appropriate for contract language," implying that Qwest's proposed language does possess such "specificity." *Qwest Brief at 48.* Qwest criticizes AT&T's proposal as follows:

> (1) The first sentence "inexplicably seeks to tie [AT&T's] ability to charge Qwest to the services Qwest provides, rather than services AT&T provides" and "appears to allow AT&T to charge Qwest for any service or functionality for which Qwest charges AT&T" even if AT&T does not provide that service or functionality to Qwest;
>
> (2) AT&T's second sentence "includes an open-ended proviso that apparently gives AT&T the right to charge Qwest more if AT&T claims that it has higher costs for providing the service" without

> setting forth any "standards or procedures by which AT&T would establish that higher rates are justified;" and
>
> (3) AT&T's third sentence defines "equivalent to" in a way that allows for pricing that is "anything but 'equivalent'."

Qwest criticizes AT&T's proposed language as being "convoluted and vague," and argues that Qwest's proposed language is "more appropriate."

76 Both AT&T's proposed language, and Qwest's proposed language suffer from vagueness. AT&T's language reflects an effort to be more precise, but, like Qwest's proposed language, is not fully adequate to establish appropriate general principles for pricing. The language should reflect that AT&T's tariff rates govern what AT&T must charge Qwest for a particular service, to the extent AT&T has applicable tariffs. To the extent AT&T provides a service to Qwest that is not covered by an AT&T tariff, however, it is reasonable to price that service at parity with the price set forth for the same service in Exhibit A to the party's interconnection agreement.

77 Qwest's third complaint concerning AT&T's proposed language is well taken. It could be difficult, even impossible, to find some rates "equivalent" when they are charged under different pricing structures and this proposed language would open yet another door to future disputes.

78 Considering the language proposed by the two parties, and their arguments, this issue is resolved by requiring that the parties' interconnection agreement include the following language in Section 22.1:

> The rates in Exhibit A apply to the services provided by Qwest to the CLEC pursuant to this Agreement. The rates CLEC charges for Interconnection services will be the same as Qwest's rates for

> comparable Interconnection services when CLEC reciprocally provides such a service or functionality, unless CLEC's tariffs provide for different rates, in which case CLEC must charge its tariffed rates.

79 **Section 22.4:** Qwest argues that the only rates that should be treated as "interim" are those that have not been approved by the Commission and "require" such approval. AT&T would strike from Qwest's proposed language the phrase "require Commission approval." AT&T argues that this phrase "suggests rates may not be reviewed and approved by the Commission" and that it is not clear how to distinguish between rates that require Commission approval and those that do not. *AT&T Brief at 25.*

80 There may be now, or in the future, some rates listed in Exhibit A that do not require Commission approval. If so, the parties' interconnection agreement should not provide for those rates to remain indefinitely as "interim" rates. If the parties dispute, and cannot agree, whether a particular rate requires Commission approval, they may bring that dispute to the Commission. If the Commission finds and concludes that its approval is required, the rate is interim by definition, and the Commission will have the discretion to order a true up, or such other remedy as may be appropriate. If the Commission finds and concludes that its approval is not required, there would be no basis upon which to determine a true up. Thus, Qwest's proposed qualifying language is appropriate and is approved.

81 AT&T also would consign "ICB [Individual Case Basis] rates" to interim rate status. ICB rates apply in situations where special arrangements are needed to satisfy unusual requirements and general tariffs do not apply. AT&T states that it included this reference in its proposed version of Section 22.4.1.1 to make the provision "consistent with its proposed language for [Section] 22.5." *AT&T Brief at 24.* AT&T's position is that all rates not approved by the Commission in a cost docket, including ICB rates, must be considered interim rates. What AT&T

wants in this connection is to preserve its opportunity to argue in a Commission proceeding that there should be a true up if an interim ICB rate is found to be higher than a cost-based ICB rate.

82 Qwest argues that Section 22.5 of the parties' interconnection agreement is all that is required to address "the appropriate treatment of ICB rates." *Qwest Brief at 50.* Qwest's proposed language for Section 22.5 provides that "Qwest shall develop a cost-based rate based upon the particular circumstances of the requested product or service" and will file that rate for Commission approval.

83 Given the parties' agreement that ICB rates should be brought to the Commission for approval as cost-based rates, it is appropriate to treat ICB rates as interim. Otherwise, when Qwest seeks Commission approval, the Commission will not have the discretion to require a true up even if it finds the Qwest-established rate to be excessive.

84 Considering the language proposed by the two parties, and their arguments, this issue is resolved by requiring that the parties' interconnection agreement include the following language in Section 22.4.1.1:

> Rates reflected on Exhibit A that have not been approved by the Commission in a cost case, including ICB rates, shall be considered as Interim Rates by the Parties, applicable until changed by agreement of the Parties or by order of the Commission.

85 AT&T proposes two sections, 22.4.1.3 and 22.4.1.4, that Qwest argues should be rejected. Proposed Section 22.4.1.3 provides that nothing in the interconnection agreement should be construed to waive either party's right to ask the Commission to initiate a cost proceeding to establish permanent rates to replace interim rates. Proposed Section 22.4.1.4 provides that, in any such proceeding, either party may advocate that the interim rates are subject to true up. Qwest

does not dispute that either party has the right to request that the Commission address cost-related issues in an appropriate proceeding, and argues that the parties "cannot alter the scope of the Commission's authority by stipulation in an interconnection agreement," including, presumably, the Commission's discretionary authority to order a true-up on appropriate findings and conclusions.

86 Proposed Sections 22.4.1.3 and 22.4.1.4 are not necessary to preserve AT&T's ability to exercise its rights to ask for Commission determination of disputed matters, including cost related matters. The proposed provisions thus are surplusage and are rejected.

87 **Section 22.5:** The parties agree that Qwest must develop cost-based ICB rates and file them for approval by the Commission. AT&T objects to Qwest's proposed language for this section of the party's interconnection agreement because it does not establish a time-frame within which Qwest must seek Commission approval, and allows Qwest to not provision the requested product or service until it seeks and obtains Commission approval of the rate. AT&T argues "these concerns could cause significant delays in a CLECs ability to order products and services from Qwest." *AT&T Brief at 26.*

88 Qwest argues that although it agreed to AT&T's proposed language in negotiating the parties' Colorado interconnection agreement, "language that is appropriate in a Colorado agreement may not be appropriate in the parties' Washington interconnection agreement" because "interconnection agreement language in a given state should take into account that state commission's prior rulings and other action relating to particular issues." *Qwest Brief at 52.* Qwest, however, points to no prior rulings or other actions by this Commission. Qwest also states that during the course of this proceeding it "further refined its proposal for Section 22.5 to make it more consistent with the way ICB rates have been handled in Washington." *Id.* Again, Qwest points to no authority and does

not even discuss its view of how ICB rates have been handled in Washington. There simply is no substance to Qwest's arguments, as presented.

89 The fact that Qwest agreed to AT&T's proposed language in Colorado is not a matter of consequence. What does matter is that Qwest's proposed language for the parties' Washington interconnection agreement leaves open the possibility of unacceptable delay in effecting the parties' agreement that ICB rates should be determined by the Commission to be cost-based, and unacceptable delay in the provisioning of products or services that AT&T may require. Accordingly, this aspect of the issue is resolved in favor of AT&T's proposed language.

E. Implementation Schedule

90 Pursuant to 47 U.S.C. § 252(c)(3), the Arbitrator is to "provide a schedule for implementation of the terms and conditions by the parties to the agreement." In preparing an agreement for submission to the Commission for approval, the parties may include an implementation schedule. In this case the parties did not submit proposed implementation schedules. Specific provisions to the agreement, however, may contain implementation time-lines. The parties must implement the agreement according to the schedule provided in its provisions, and in accordance with the Act, applicable FCC Rules, and this Commission's orders.

F. Conclusion

91 The Arbitrator's resolution of the disputed issues in this matter meets the requirements of 47 U.S.C. § 252(c). The parties are directed to submit an interconnection agreement to the Commission for approval pursuant to the following requirements.

1. Petitions for Review and Requests for Approval

92 Any party may petition for Commission review of this Arbitrators' Report and Decision by December 22, 2003. Any petition for review must be in the form of a brief or memorandum, and must state all legal and factual bases in support of arguments that the Arbitrator's Report and Decision should be modified. Replies to any petition for Commission review must be filed by January 5, 2004.

93 The parties must also file, by January 5, 2004, a complete copy of the signed interconnection agreement, including any attachments or appendices, incorporating all negotiated terms, all terms requested pursuant to Section 252(i), and all terms intended to fully implement arbitrated decisions. This filing will include the parties' request for approval, subject to any pending petitions for review.[39] The Agreement must clearly identify arbitrated terms by bold font style and identify by footnote the arbitrated issue that relates to the text.

94 Parties that request approval of negotiated terms must summarize those provisions of the agreement, and state why those terms do not discriminate against other carriers, are consistent with the public interest, are consistent with the public convenience, and necessity, and satisfy applicable state law requirements, including relevant Commission orders.

95 Parties that request approval of arbitrated terms must summarize those provisions of the agreement, and state how the agreement meets each of the applicable requirements of Sections 251 and 252, including relevant FCC regulations, and applicable state requirements, including relevant Commission orders. A party that petitions for review must provide alternative language for

[39] If the parties agree that no petition for review will be filed, the parties may file their joint request for approval and complete interconnection agreement at any time after the date of this Report and Decision.

arbitrated terms that would be affected if the Commission grants the party's petition.

96 Any petition for review, any response, and/or any request for approval may reference or incorporate previously filed briefs or memoranda. Copies of relevant portions of any such briefs or memoranda must be attached for the convenience of the Commission. The parties are not required to file a proposed form of order.

97 Any petition for review of this Arbitration Report and Decision and any response to a petition for review must be filed (original and six (6) copies) with the Commission's Secretary and served as provided in WAC 480-09-120. Post-arbitration hearing filings and any accompanying materials must be served on the opposing party by delivery on the day of filing, unless jointly filed.

98 An electronic copy of all post-arbitration hearing filings must be provided by e-mail delivery to the Commission Secretary at records@wutc.wa.gov. Alternatively, Parties may furnish an electronic copy by delivering with each filing a 3.5-inch, IBM-formatted, high-density diskette including the filed document(s), in Adobe Acrobat file format (*i.e.*, <filename>.pdf), reflecting the pagination of the original. Please also provide the text in either MSWord file format (*i.e.*, <filename>.doc) or WordPerfect file format (*i.e.*, <filename>.wpd). Attachments or exhibits to pleadings and briefs that do not pre-exist in an electronic format do not need to be converted.

2. Approval Procedure

99 The Commission does not interpret the nine-month time line for arbitration under Section 252(b)(4)(C) to include the approval process. Further, the

Commission does not interpret the approval process as an adjudicative proceeding under the Washington Administrative Procedure Act.[18]

100 The Commission will consider the request(s) for approval at a public meeting. Any person may appear at the public meeting to comment on the request(s). The Commission may set the matter for consideration at a special public meeting.

101 The Commission will enter an order approving or rejecting the Agreement within 30 days after the parties' interconnection agreement is filed (*i.e.,* by February 4, 2004). The Commission's order will include its findings and conclusions

Dated at Olympia, Washington, and effective this 1st day of December 2003.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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DENNIS J. MOSS
Arbitrator

[18] *Supra,* note 1.

APPENDIX A

EXHIBIT LIST

NUMBER	SPONSOR	A/R	DATE	DESCRIPTION
AT&T Witnesses				
Robert W. Hayes				
1	Robert W. Hayes	N/O		RWH-1T: Prefiled Direct Testimony
2	Robert W. Hayes	N/O		RWH-2: Billing Change Requests—Detail
3	Robert W. Hayes	N/O		RWH-3T: Prefiled Rebuttal Testimony
4	Robert W. Hayes	N/O		RWH-4: Huff Colorado Transcript Excerpt
5	Robert W. Hayes	N/O		RWH-5: AT&T Carrier Billing Management CABS BOS Differences List
Michael Hydock				
6	Michael Hydock	A	10/29/03	MH-1T: Prefiled Direct Testimony
7	Michael Hydock	A	10/29/03	MH-2: Alternate Billed Services Agreement
8	Michael Hydock	A	10/29/03	MH-3T: Prefiled Rebuttal Testimony
9	Michael Hydock	A	10/29/03	MH-4: AT&T Proposed Interconnection Agreement Excerpt
Arleen M. Starr				
10	Arleen M. Starr	A	10/29/03	AMS-1T: Prefiled Direct Testimony
Douglas N. Hyatt				
11	Douglas N. Hyatt	A	10/29/03	DNH-1T: Prefiled Direct Testimony
12	Douglas N. Hyatt	A	10/29/03	DNH-2: Section 5.1, Qwest Tariff WN U-40
13	Douglas N. Hyatt	A	10/29/03	DNH-3: Web Pages showing Qwest Products and Services Information re Market Expansion Line service for small and large businesses
14	Douglas N. Hyatt	A	10/29/03	DNH-4: Section 5.4, Qwest Tariff WN U-40
15	Douglas N. Hyatt	A	10/29/03	DNH-5: Summary of Certain State Proceedings
16	Douglas N. Hyatt	A	10/29/03	DHN-6T: Prefiled Rebuttal Testimony
17	Douglas N. Hyatt	A	10/29/03	DNH-7: Web Page showing Qwest Products and Services Information re Broadband Access Aggregation Service
18	Douglas N. Hyatt	A	10/29/03	DHN-8: Web Page showing Qwest Products and Services FAQ re Broadband Access Aggregation Service
19	Douglas N. Hyatt	A	10/29/03	DNH-9: Web Page showing Qwest Products and Services Information re Dial – Business Dial for Large Business
20	Douglas N. Hyatt	A	10/29/03	DNH-10: Web Page showing Qwest Technical Overview Information re Dial – Business Dial for Large Business

21	**Douglas N. Hyatt**	**A**	**10/29/03**	**DNH-11: Web Page showing Qwest Technical Overview Information re Dial – Business Dial for Large Business**
22	**Douglas N. Hyatt**	**A**	**10/29/03**	**DNH-12: Web Page showing Qwest Products and Services Information re Qwest.net Office Works**
23	**Douglas N. Hyatt**	**A**	**10/29/03**	**DNH-13: Web Page showing Qwest Information re Dial-in & Roaming Numbers**
24	**Douglas N. Hyatt**	**A**	**10/29/03**	**DNH-14: Web Page showing Qwest Information re Qwest.net Nationwide Roaming**
25	**Douglas N. Hyatt**	**A**	**10/29/03**	**DNH-15: Web Page showing Qwest Terms of Service Agreement for Qwest Internet/Intranet Services**
26	**Douglas N. Hyatt**	**A**	**10/29/03**	**DNH-16: Web Page showing Qwest Information re World Wide Roaming**
27	**Douglas N. Hyatt**	**A**	**10/29/03**	**DNH-17: Web Page showing Qwest Information re Setting Up Roaming Service**
QWEST CROSS EXAMINATION				
28	**Qwest**	**A**	**10/29/03**	**AT&T Response to Qwest IR 01-029 including Attachment F**
29-30	**Not Used**			
David L. Talbott				
31	**David L. Talbott**	**A**	**10/29/03**	**DLT-1T: Prefiled Direct Testimony**
32	**David L. Talbott**	**A**	**10/29/03**	**DLT-2: Map showing Qwest Tandems Serving Washington**
33	**David L. Talbott**	**A**	**10/29/03**	**DLT-3: Map showing AT&T Switches Serving Washington**
34	**David L. Talbott**	**A**	**10/29/03**	**DLT-4: Map showing TCG Switches Serving Washington**
35	**David L. Talbott**	**A**	**10/29/03**	**DLT-5: All Maps Snapshot**
36	**David L. Talbott**	**A**	**10/29/03**	**DLT-6T: Prefiled Rebuttal Testimony**
37	**David L. Talbott**	**A**	**10/29/03**	**DLT-7: Excerpt of Verizon VA's Direct Testimony filed in FCC Docket No. 00-218**
38	**David L. Talbott**	**A**	**10/29/03**	**DLT-8: Table showing Comparison of Washington Rate Center Quantities Served By Switch**
39	**David L. Talbott**	**A**	**10/29/03**	**DLT-9: Diagram showing Qwest Network Architecture**
40	**David L. Talbott**	**A**	**10/29/03**	**DLT-10: Diagram showing AT&T Network Architecture**
QWEST CROSS EXAMINATION				
441	**Qwest**	**A**	**10/29/03**	**AT&T Response to Qwest IR 01-024**
42-50	**Not Used**			

Qwest Witnesses				
Loretta A. Huff				
51	**Loretta A. Huff**	**N/O**		**LAH-1T: Prefiled Direct Testimony**
52	**Loretta A. Huff**	**N/O**		**LAH-2RT: Prefiled Rebuttal Testimony**
53	**Loretta A. Huff**	**N/O**		**LAH-3: Open System Change Request—Detail CR# SCRO12103-03E**
54	**Loretta A. Huff**	**N/O**		**LAH-4: Open System Change Request—Detail CR# SCRO12103-04E**
55	**Loretta A. Huff**	**N/O**		**LAH-5: Open System Change Request—Detail CR# SCRO12103-05E**
56	**Loretta A. Huff**	**N/O**		**LAH-6: Open System Change Request—Detail CR# SCRO12103-06E**
57	**Loretta A. Huff**	**N/O**		**LAH-7: Open System Change Request—Detail CR# SCRO12103-07E**
58	**Loretta A. Huff**	**N/O**		**LAH-8: Open System Change Request—Detail CR# SCRO12103-08E**
59	**Loretta A. Huff**	**N/O**		**LAH-9: Open System Change Request—Detail CR# SCR110802-011**
60	**Loretta A. Huff**	**N/O**		**LAH-10: Open System Change Request—Detail CR# SCR110802-021G**
61	**Loretta A. Huff**	**N/O**		**LAH-11: Final Meeting Minutes, CLEC-Qwest Change Management Process Re-design**
William R. Easton				
62	**William R. Easton**	**A**	**10/29/03**	**WRE-1T: Prefiled Direct Testimony**
63	**William R. Easton**	**A**	**10/29/03**	**WRE-2RT: Prefiled Rebuttal Testimony**
Philip Linse				
64	**Philip Linse**	**A**	**10/29/03**	**PL-1T: Prefiled Direct Testimony**
65	**Philip Linse**	**A**	**10/29/03**	**PL-2: Amendment No. 4 Collocation Decommission Amendment to Qwest/ AT&T Interconnection Agreement**
66	**Philip Linse**	**A**	**10/29/03**	**PL-3: Excerpt from AT&T template Interconnection Agreement**
67	**Philip Linse**	**A**	**10/29/03**	**PL-4RT: Prefiled Rebuttal Testimony**
Thomas R. Freeberg				
68	**Thomas R. Freeberg**	**A**	**10/29/03**	**TRF-1T: Prefiled Direct Testimony**
69	**Thomas R. Freeberg**	**A**	**10/29/03**	**TRF-2: Qwest Tandem Comparable Geographic Area Test**

70	Thomas R. Freeberg	A	10/29/03	TRF-3: Comparison of Illinois Rate Center Quantities Served by Switch
71	Thomas R. Freeberg	A	10/29/03	TRF-4: Discussion of Virtual NXX
72	Thomas R. Freeberg	A	10/29/03	TRF-5: Discussion of Identification of Internet-bound Traffic
73	Thomas R. Freeberg	A	10/29/03	TRF-6RT: Prefiled Rebuttal Testimony
74	Thomas R. Freeberg	A	10/29/03	TRF-7: Map showing Washington State Qwest Access Tandem and Coverage Area
75	Thomas R. Freeberg	A	10/29/03	TRF-8: Central Office Code (NXX) Assignment Guidelines
76	Thomas R. Freeberg	A	10/29/03	TRF-9: Industry Numbering Committee Thousands-Block Number (NXX-X) Pooling Administration Guidelines
77	Thomas R. Freeberg	A	10/29/03	TRF-10: North American Numbering Council Architecture & Administrative Plan for Local Number Portability
78	Thomas R. Freeberg	A	10/29/03	TRF-11: Diagram—Virtual NXX
AT&T Cross-Examination				
79	AT&T	A	10/29/03	DR Response to AT&T 01-001
80	AT&T	A	10/29/03	Transcript from Colorado Arbitration Hearing
81	AT&T	A	10/29/03	DR Response to AT&T 01-002
82	AT&T	A	10/29/03	DR Response to AT&T 01-003
83	AT&T	A	10/29/03	DR Response to AT&T 01-004
84C	AT&T	A	10/29/03	DR Response to AT&T 01-005 with Confidential Attachments A, B and C
85	AT&T	A	10/29/03	DR Response to AT&T 01-008
86	AT&T	A	10/29/03	DR Response to AT&T 01-010
87	AT&T	A	10/29/03	DR Response to AT&T 01-011
88	AT&T	A	10/29/03	DR Response to AT&T 01-012
89	AT&T	A	10/29/03	DR Response to AT&T 01-013
90	AT&T	A	10/29/03	DR Response to AT&T 01-014
91	AT&T	A	10/29/03	DR Response to AT&T 01-015
92	AT&T	A	10/29/03	DR Response to AT&T 01-016
93	AT&T	A	10/29/03	DR Response to AT&T 01-017
94	AT&T	A	10/29/03	DR Response to AT&T 01-018
95	AT&T	A	10/29/03	DR Response to AT&T 01-019
96	AT&T	A	10/29/03	DR Response to AT&T 01-20
97	AT&T	A	10/29/03	DR Response to AT&T 01-021
98	AT&T	A	10/29/03	DR Response to AT&T 01-022

99	AT&T	A	10/29/03	DR Response to AT&T 01-023
100	AT&T	A	10/29/03	Qwest Web Site Pages
101	AT&T	A	10/29/03	Qwest Web Site Pages
102	AT&T	A	10/29/03	DR Response to AT&T 01-024
103	AT&T	A	10/29/03	Qwest Web Site Pages
104	AT&T	A	10/29/03	Qwest Web Site Pages
105	AT&T	A	10/29/03	DR Response to AT&T 01-025
106	AT&T	A	10/29/03	DR Response to AT&T 01-026
107	AT&T	A	10/29/03	DR Response to AT&T 01-028
108	AT&T	A	10/29/03	DR Response to AT&T 01-029
109	AT&T	A	10/29/03	Pages from Qwest's PCAT
110	AT&T	A	10/29/03	DR Response to AT&T 01-031
111	AT&T	A	10/29/03	DR Response to AT&T 01-033
112	AT&T	A	10/29/03	DR Response to AT&T 01-035
113	AT&T	A	10/29/03	DR Response to AT&T 01-036
114	AT&T	A	10/29/03	DR Response to AT&T 01-038
115	AT&T	A	10/29/03	DR Response to AT&T 01-039
116	AT&T	A	10/29/03	DR Response to AT&T 01-040
117	AT&T	A	10/29/03	DR Response to AT&T 01-041
118	AT&T	A	10/29/03	DR Response to AT&T 01-042
119	AT&T	A	10/29/03	DR Response to AT&T 01-044
120	AT&T	A	10/29/03	DR Response to AT&T 01-045
121	AT&T	A	10/29/03	DR Response to AT&T 01-049
122	AT&T	A	10/29/03	Qwest Network Architecture - Demonstrative
123	AT&T	A	10/29/03	AT&T Network Architecture - Demonstrative