

September 10, 2004

**VIA OVERNIGHT MAIL AND EMAIL**

Ms. Carol J. Washburn  
Executive Secretary  
Washington Utilities and  
Transportation Commission  
1300 S. Evergreen Park Drive S.W.  
Olympia, WA 98504-7250

Re: In the Matter of the Request of: MCImetro Access Transmission  
Services, LLC and Qwest Corporation For Approval of Negotiated  
Agreement Under the Telecommunications Act of 1996  
Docket No. UT-960310


Dear Ms. Washburn:

MCI submits an original and two (2) copies of the Informational Filing of Directory Assistance Database Letter Agreement between MCImetro and U S West Communications, Inc. *for informational purposes only.*

If you have any questions, please feel free to contact me.

Sincerely,

ATER WYNNE LLP



Arthur A. Butler

cc: Service List (via U.S. Mail and E-Mail)

BEFORE THE  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

In the Matter of the Request of:

MCImetro Access Transmission Services, LLC

and

Qwest Corporation

For Approval of Negotiated Agreement Under  
the Telecommunications Act of 1996

Docket No. UT-960310

**INFORMATIONAL FILING OF  
DIRECTORY ASSISTANCE  
DATABASE LETTER  
AGREEMENT BETWEEN  
MCImetro AND U S WEST  
COMMUNICATIONS, INC.**

1. MCImetro Access Transmission Services, L.L.C., ("MCImetro") submits the attached Directory Assistance Database Letter Agreement ("DAL"), dated February 24, 1999, between MCImetro and U S WEST Communications, Inc. ("U S WEST") for informational purposes.

2. In Order No. 9 in *Washington Util. and Transp. Commn. v. Advanced Telecom Group, Inc., et al.*, WUTC Docket No. UT-033011, the Commission approved and adopted the Settlement Agreement between MCI and the Commission Staff as a complete resolution of the issues pending against MCI in that proceeding. In paragraph 7 of that Order, the Commission

recited the agreement of MCI to file any interconnection agreement not yet filed within 45 days of the approval of the Settlement Agreement. That Settlement Agreement was approved on July 30, 2004.

3. MCI has reviewed its files and identified the attached DAL, which addresses prices for Directory Assistance Listing services, as an agreement that may qualify as one that must be filed pursuant to the UT-033011 Settlement Agreement. Because the DAL was terminated by Qwest and is no longer in effect, it is not appropriate to request that the DAL be approved as an amendment to the interconnection agreement between MCI and Qwest. Therefore, the DAL is filed for informational purposes only.

DATED this 10th day of September, 2004.

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](mailto:aab@aterwynne.com)

Attorneys for MCImetro Access Transmission  
Services, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 10th day of September, 2004, served a true and correct copy of the foregoing document upon counsel of record, via the methods noted below, properly addressed as follows:

Thomas Dethlefs, Esq.  
Qwest Corporation  
1801 California Street, Suite 4900  
Denver, Colorado 80202

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

Todd Lundy, Esq.  
Qwest Corporation  
1801 California Street, Suite 4900  
Denver, Colorado 80202

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

Adam Sherr  
Qwest Corporation  
1600 7th Avenue, Room 3206  
Seattle, WA 98191

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

Michel L. Singer Nelson  
Senior Regulatory Attorney  
MCI, Inc.  
707 17th Street, Suite 4200  
Denver, CO 80202-3432

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

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

DATED this 10th day of September, 2004, at Seattle, Washington.

  
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U.S. WEST Wholesale Markets  
1801 California Street, Room 3100  
Denver, CO 80202



February 24, 1999

Via Facsimile and Overnight Courier

Ms. Beth Halvorsen  
Vice President  
U.S. WEST Wholesale Local Markets  
1801 California Street  
Denver, Colorado 80202

Re: Letter Agreement between MCI Metro Access Transmission Services ("MCI")  
and U.S. WEST Communications, Inc. ("U.S. WEST") Directory Assistance  
Database - Arizona, Colorado, Iowa, Minnesota, Oregon, Utah, and Washington

Dear Beth:

As we have discussed, MCI is prepared to enter into this Letter Agreement and, if necessary, an amendment to the applicable Interconnection Agreements between MCI and U.S. WEST for the States of Arizona, Colorado, Iowa, Minnesota, Oregon, Utah, and Washington to address additional issues related to U.S. WEST's provision of Directory Assistance Listing information databases as contemplated in the Interconnection Agreements. To that end the Parties have agreed as follows:

1. MCI will pay U.S. WEST \$0.025 per listing record for the initial provision of information contained in U.S. WEST's Directory Assistance record listing database. In addition, MCI will pay U.S. WEST \$0.025 per listing record for each update to the information contained in U.S. WEST's Directory Assistance listing database. MCI also agrees to pay the other miscellaneous charges shown on the attached Exhibit A. Based on the language in Part 4, Section 50.5.9 of the Interconnection Agreement for the State of Arizona, for example, MCI does not believe that U.S. WEST is entitled to charge MCI for the provisioning of this information, as it is to be provided to MCI on the "same terms, conditions, and rates that U.S. WEST provides such data to itself or other third



Ms. Beth Halvorson  
February 24, 1999  
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parties." Nevertheless, to ensure the success of this project, MCI<sup>m</sup> agrees to make these payments on an interim basis, subject to the outcome of any proceeding either Party may pursue in accordance with Paragraph 3 below.

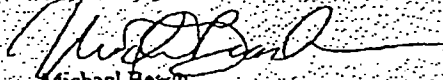
2. MCI<sup>m</sup> shall have the right to use the information provided by U.S. WEST as part of its Directory Assistance Listing database to provide any lawful form of Telecommunication Services to its end user customers including, but not limited to, live operator assisted Directory Assistance Telecommunication Services. MCI<sup>m</sup> shall not provide or give access to these listings in bulk to any third party, but shall use the listings for providing Directory Assistance Telecommunications Services in response to specific end user requests.

3. The Parties enter into this Letter Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements described in this Letter Agreement.

4. Upon signature of this Letter Agreement by both parties, U.S. WEST will provide the listing information contained in its Directory Assistance Listing database by region as soon as practicable after U.S. WEST converts the data as necessary to its new data format for a particular region. At MCI<sup>m</sup>'s option, MCI<sup>m</sup> may order the record listings in the Directory Listing databases in pre-conversion formats until the converted data becomes available. MCI<sup>m</sup> may place orders for records in the Directory Listings databases on an area code by area code basis.

If this is acceptable to you, kindly sign both originals of this Letter Agreement and return them to my attention at the above referenced address. I will then have them signed on behalf of MCI<sup>m</sup> and return one (1) complete original to you for your files. Should you have any questions or comments, please do not hesitate to call me.

Very truly yours,



Michael Beach

Vice President

MCI<sup>m</sup> Metro Access Transmission Services



**Exhibit A**  
**Directory Assistance List - Price Schedule**

<u>Product Feature</u>	<u>Price</u>
<b>Directory Assistance List</b>	
Initial Database Loads or Daily Updates Reloads of the database will be available at a 20% discount off the initial load price.	\$0.25 Per listing record
<b>One-Time Set-up Fee</b>	
Charges for set-up of an original database load or reload will be billed at current labor costs	\$67.43 Per hour *Not to exceed \$10,000 for the full 14-state database
<b>Output Charges</b>	
Tapes, magnetic or cartridge (charges only apply if this is selected as the method for scheduled delivery of daily update files - do not apply to delivery of initial database load(s))	\$30.00 Per tape
File Transmission Charges	\$0.02 Per record transmitted
Shipping Charges will be billed at the actual rate for the delivery method selected.	