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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

AT&T Communications of the Pacific)	
Northwest, Inc.,)	DOCKET NO. UT-003120
)	
Complainant,)	QWEST’S REPLY TO AT&T’S
)	RESPONSE REGARDING
Vs.)	EMERGENCY RELIEF
)	
Qwest Corporation,)	
)	
Respondent.)	

Qwest Corporation (“Qwest”) hereby files its reply to AT&T’s Response to Qwest’s Motion for Emergency Relief.

On January 11, 2001, AT&T filed a response to Qwest’s Motion to Amend its Answer to Include a Cross-Complaint for Emergency Relief. Qwest files this reply to address AT&T’s attempt to have all of its issues considered on an expedited basis, and to point out to the Commission that AT&T has entirely failed to respond to the factual allegations contained in Qwest’s motion. As such, Qwest’s Motion for Emergency Relief should be granted.

Qwest’s Motion to Amend its Answer to Include a Cross-Complaint for Emergency Relief was quite limited in its scope. All that Qwest has asked is that the Commission take extraordinary action in the very limited circumstance where AT&T’s actions are putting Qwest’s customers out

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2 of service. Qwest has not asked the Commission to exercise its emergency powers to prevent
3 AT&T from vandalizing Qwest property, although AT&T's actions clearly do constitute
4 vandalism of Qwest's property. Qwest has not asked the Commission to exercise its emergency
5 powers to adjudicate all of the issues in the complaint.

6 The reason that Qwest's petition was so limited in scope is because the Commission's
7 authority to grant emergency relief is limited. As AT&T correctly points out, WAC 480-09-510
8 requires an "immediate danger to the public health, safety and welfare requiring immediate
9 action." Qwest has established just such an immediate danger in any instance where AT&T has
10 unilaterally accessed building terminals by breaking into the terminals. Such immediate danger
11 has been shown by the fact that customers have been placed out of service by such activity. AT&T
12 has not denied that it placed those customers out of service in the manner described in Qwest's
13 motion and declaration. Nevertheless, AT&T persists in attempting to broaden the scope of the
14 emergency relief rule, and persists in its earlier advocacy, already rejected, that this complaint be
15 heard on an expedited basis in its entirety. Much of the balance of AT&T's response is spent on
16 addressing the merits of its request for relief. However, that request is clearly outside the scope of
17 the limited relief that Qwest has asked for.

18 AT&T's response is remarkably silent on the true issue raised in this portion of the
19 proceeding, which is whether or not AT&T's actions in unilaterally accessing Qwest's building
20 terminal boxes and working in those boxes without permission are putting Qwest's customers out
21 of service. AT&T takes little more than a single page to address this critical issue, and does not
22 deny any of the allegations in Qwest's complaint or declaration. Qwest provided sufficient details
23 in its complaint and declaration for AT&T to have investigated the specific addresses at issue and
24 formulated a response.

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Further, AT&T incorrectly alleges that Qwest had never brought the customer disruption issues to AT&T's attention prior to the filing of the cross-complaint. This is incorrect. Qwest filed its cross-complaint on December 20, 2000. A draft copy of the cross-complaint, as well as the declaration, was provided to AT&T on or about December 14, 2000 along with a request that AT&T return to the bargaining table and attempt to resolve the issues without resort to the Commission. AT&T refused, and Qwest was left with no alternative but to file the cross-complaint.

AT&T's response does not address either the legal or factual issues raised in Qwest's motion. The factual allegations are un rebutted, and it is undisputed that Qwest customers were placed out of service coincident with an AT&T technician accessing the building terminal from which those customers were served. The Commission should exercise its powers to grant emergency relief and order AT&T to cease and desist such activities until the parties are able to reach an agreement with regard to building terminal access. If AT&T is concerned about continuing to obtain such access during the pendency of the proceeding, the Commission could order AT&T to access the building terminals in accordance with Qwest's proposal, on an interim basis, with prices subject to true-up. In this way neither party would be harmed, the integrity of Qwest's network would be protected, and Qwest's customers would not be needlessly jeopardized by AT&T's actions.

Respectfully submitted this 17th day of January, 2001.

Qwest Corporation

Lisa A. Anderl, WSBA No. 13236