

**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

In the Matter of the Investigation Into)	
U S WEST Communications, Inc.'s)	Docket No. UT-003022
Compliance With Section 271 of the)	
Telecommunications Act of 1996)	
_____)	
)	
In the Matter of U S WEST Communications,)	Docket No. UT-003040
Inc.'s Statement of Generally Available)	
Terms Pursuant to Section 252(f) of the)	
Telecommunications Act of 1996)	
_____)	

**SUPPLEMENTAL BRIEF OF AT&T
REGARDING PUBLIC INTEREST**

Excerpted material follows

B. Secret Agreements.

1. *The agreements at issue here directly reflect upon Qwest's unwillingness and inability to provide interconnection on a nondiscriminatory basis.*

AT&T's review of the agreements at issue here reveals that each of them directly reflects upon Qwest's unwillingness and inability to provide interconnection to CLECs on a nondiscriminatory basis.¹ More specifically, AT&T finds the following terms and conditions, while not by any means an exhaustive list, to be among the best examples of preferential treatment of some CLECs by Qwest:

- a) Qwest offered Eschelon a dedicated on-site provisioning team, while offering AT&T only a single individual representative, with off-site presence, multiple additional responsibilities, and limited availability.

¹ See generally Exhibit 1635-C, containing the available, previously unfiled agreements that are most pertinent here.

b) Qwest also offered Eschelon the opportunity to “consult” with Qwest in exchange for a ten percent reduction in “aggregate billed charges for all purchases made by Eschelon from Qwest,” while at the same time denying AT&T’s request for UNE-P testing accommodation in Minnesota.

c) Qwest provided Eschelon a \$13.00 per-line per-month credit (which it later increased to \$16.00) ostensibly as compensation for Qwest’s failure to provide accurate recording of access minutes through its daily usage files (“DUF”), while AT&T and other carriers struggled in vain to obtain accurate recording in order to properly bill access usage.²

d) Qwest provided a similar \$2.00 per-line per-month credit to Eschelon for intraLATA toll traffic terminating to Eschelon’s switch, where Qwest knowingly provided inaccurate access records to Eschelon for this type of traffic, while forcing other carriers to negotiate each such instance from the ground up.

e) Qwest agreed to provide Covad with more favorable service interval terms than any other carrier, including AT&T.

In each of these instances, Qwest provided important and useful interconnection services to one CLEC without making the same services available to others. Thus it is clear that Qwest has engaged in discrimination and preferential treatment of one group of CLECs over another. What remains unclear is the extent to which other acts of discrimination have also occurred. Without a thorough investigation into the agreements at issue here, any Commission decision on Qwest’s application for 271 authority will be based on an incomplete record. AT&T therefore believes, as does the Public Counsel, that the Commission should exercise its independent authority to investigate these allegations and reach its own determination on them prior to arriving at any conclusion on Qwest’s application for 271 authority.³

² AT&T is informed, and believes, that Eschelon disputes Qwest’s characterization of this payment, and maintains instead that the additional \$3.00 payment per line is compensation for poor service quality.

³ May 13 Transcript at p. 7598.