

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

AT&T COMMUNICATIONS OF  
THE PACIFIC NORTHWEST, INC.,  
TCG SEATTLE, AND TCG OREGON;  
AND TIME WARNER TELECOM OF  
WASHINGTON, LLC,

Complainants,

v.

QWEST CORPORATION,

Respondent.

Docket No. UT-051682

AFFIDAVIT OF MARNI FETTERS

I, Marni Feters, state and declare as follows:

1. I have worked for Qwest Corporation and affiliated entities for about five and half years in Des Moines, Iowa. Currently, I am a Customer Account Consultant and have held this position for one year. Prior to my current position, I was a Provisioning Manager for approximately five months. Prior to that, I was the Billing Manager for approximately four years. I am over the age of eighteen and have personal knowledge of the facts contained in this affidavit. If called to do so, I could and would competently testify as set forth in this affidavit.

AFFIDAVIT OF MARNI FETTERS

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**Exhibit 9**  
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**Qwest**  
1600 7<sup>th</sup> Ave., Suite 3206  
Seattle, WA 98191  
Telephone: (206) 398-2500  
Facsimile: (206) 343-4040

2. As part of my job responsibilities as Billing Manager, I worked with AT&T regarding issues that arose under the Bill Period Closure Agreement ("BPCA") between AT&T and Qwest. As part of this process, I signed BPCA Supplements that were intended to resolve billing issues between Qwest and AT&T regarding intrastate and interstate access issues. This process allowed each party to close their books for a specific monthly billing period. Qwest attempted to execute BPCA Supplements for switched access services 90 days after the date Qwest billed AT&T.

3. Every month, representatives of Qwest and AT&T meet via telephone conference to discuss the BPCA Supplements and Exemptions. I regularly attended these meetings on behalf of Qwest.

4. There were certain matters that either Qwest or AT&T wanted to exempt from the release. Qwest executed a BPCA Exemption for billing discrepancies that Qwest wished to exempt from the monthly bill period closure process. AT&T also executed BPCA Exemptions for billing discrepancies that AT&T wished to exempt from the monthly bill period closure process. These exemptions were collectively described on a log.

5. To the best of my knowledge, AT&T and Qwest signed BCPA Supplements and Exemptions from 2000 until May 16, 2005.

6. On or about May 16, 2005, I signed a BPCA Supplement for the February 2005 billing period. This BPCA Supplement was to take effect on June 1, 2005.

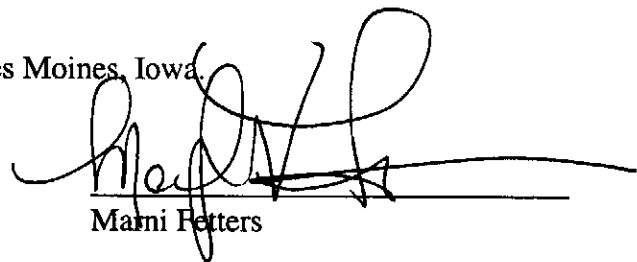
7. At the time the May 16, 2005 supplement was signed, the March 2005 exemption log was in effect. This log described the exemptions raised by both Qwest and AT&T that they wished to exclude from the release. This log is cumulative (it would include all exemptions previously raised by AT&T or Qwest) and does not reflect an exemption related to an alleged 10% discount that

AFFIDAVIT OF MARNI FETTERS

telecommunications carriers Eschelon and McLeod received on their switched access purchases.

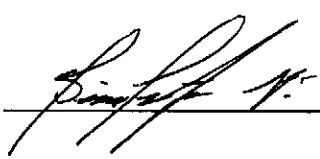
I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

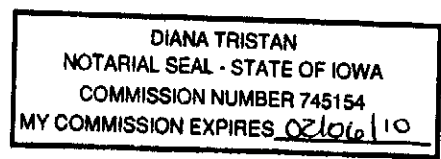
Executed this 17 day of October, 2007, at Des Moines, Iowa.

  
Marni Feters

STATE OF IOWA  
COUNTY OF POLK

Subscribed and sworn to before me this 17<sup>th</sup> day of October, 2007.

  
\_\_\_\_\_  
Notary Public



My Commission expires: 02/06/2010